



## County Council Meeting Beaufort County, SC

This meeting will be held in person at the St. Helena Library, 6355 Jonathan Francis Sr. Rd., St. Helena Island, SC 29920, and virtually through Zoom.

**Monday, September 26, 2022  
6:00 PM**

### AGENDA

#### COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN	D. PAUL SOMMERVILLE, VICE-CHAIRMAN
LOGAN CUNNINGHAM	GERALD DAWSON
BRIAN FLEWELLING	YORK GLOVER
CHRIS HERVOCHON	ALICE HOWARD
MARK LAWSON	LAWRENCE MCELYNN
STU RODMAN	

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- CHAIRMAN PASSIMENT
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. ADMINISTRATOR'S REPORT
- [6.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING THE PENN CENTER

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#### CITIZEN COMMENTS

- [7.](#) **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)**

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#### COMMITTEE REPORTS

8. LIASION AND COMMITTEE REPORTS

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#### PUBLIC HEARINGS AND ACTION ITEMS

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9. APPROVAL OF CONSENT AGENDA
10. SECOND READING AND PUBLIC HEARING OF AN ORDINANCE ESTABLISHING THE BEAUFORT COUNTY GREEN SPACE PROGRAM ORDINANCE AND SETTING FORTH THE METHODS BY WHICH COUNTY COUNCIL INTENDS TO PROCURE OPEN LANDS AND GREEN SPACE FOR PRESERVATION SUBJECT TO A REFERENDUM WITHIN BEAUFORT COUNTY PURSUANT TO SECTION 4-10-1010 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED
- Vote at First Reading on September 12, 2022: 9/1*
11. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING ORDINANCE 99/10 TO FURTHER ACCEPT DETAILS OF THE CONDUCT OF MUNICIPAL ELECTIONS FROM THE CITY OF BEAUFORT BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF BEAUFORT COUNTY
- Vote at First Reading on September 12, 2022: 10/0*
12. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 4.1.330 (ECOTOURISM) TO CLARIFY GUIDING PRINCIPLES FOR ECOTOURISM DEVELOPMENT AND ESTABLISH BASE SITE AREA CALCULATIONS FOR ECOTOURISM DEVELOPMENT
- Vote at First Reading on September 12, 2022: 10/0*
13. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS (REVISITING RESOLUTION 2021/11)
14. SECOND READING OF AN ORDINANCE TO PROVIDE MAINTENANCE WORK ON PRIVATE ROADS
- Vote at First Reading on September 12, 2022: 7/3*
- (public hearing to be held on October 3, 2022)*
15. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT
- (public hearing to be held on October 24, 2022)*
16. FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS
- (public hearing to be held on October 24, 2022)*
17. FIRST READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR DISTRIBUTIONS FROM MYRTLE PARK PHASE II FUND AND OTHER MATTERS RELATED THERETO. *(FISCAL IMPACT: Beaufort County put a substantial amount of capital into this project \$828,576. Staff feels that the County should be reimbursed for its investment in the property)*
- (public hearing to be held on October 24, 2022)*
18. FIRST READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS TO PAY FOR FISCAL YEAR 2022 CARRYOVERS, USE OF FUND BALANCE FOR PROPERTY ACQUISITION AND TRANSPORTATION PROJECTS, AND THE USE OF CURRENT YEAR FUNDS FOR CAPITAL PROJECTS AND

EQUIPMENT PURCHASES, DEFEASE/REFUND GENERAL OBLIGATION BONDS, AND OTHER MATTERS RELATED THERETO

*(public hearing to be held on October 24, 2022)*

- [19.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY  
*(public hearing to be held on October 24, 2022)*
- [20.](#) FIRST READING OF AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO. *(FISCAL IMPACT: Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA funds allocated previously)*  
*(public hearing to be held on October 24, 2022)*
- [21.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMUNITY WORKS TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND
- [22.](#) A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY, TOWN OF HILTON HEAD ISLAND, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF HARDEEVILLE, CITY OF BEAUFORT, AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND
- [23.](#) APPROVAL OF A RESOLUTION TO ACCEPT FAA AIP GRANT 50 FOR HILTON HEAD ISLAND AIRPORT (HXD) TERMINAL CONSTRUCTION PROJECT. *(FISCAL IMPACT: FAA AIP Grant 50 is in the amount of \$11,626,638. The AIP grant requires a local sponsor contribution in the amount of \$1,162,663.80 (10%). That airport portion is built into the project budget)*
- [24.](#) APPROVAL OF A RESOLUTION DEFERRING WORK ON US HWY 21 (SEA ISLAND PARKWAY) FROM THE INTERSECTION OF SC HWY 802 (SAM'S POINT ROAD/LADY'S ISLAND DRIVE AND US HWY 21) TO THE WOODS MEMORIAL BRIDGE
- [25.](#) APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE TOWN OF HILTON HEAD ON THE US 278 CORRIDOR PROJECT
- [26.](#) APPROVAL OF RECOMMENDED CHANGES TO THE BEAUFORT COUNTY PROCUREMENT CODE, DIVISION 4, SECTION 2-509, AUTHORITY AND DUTIES OF PURCHASING DIRECTOR AND THE CHIEF FINANCIAL OFFICER
- [27.](#) APPROVAL OF A PAYMENT OF \$186,840.38 TO A GROUP OF RETIREES AS WE NOW KNOW IT (RETIRED JULY 1, 2016-JULY 1, 2021) FOR LOSS OF POST-RETIREMENT HEALTH INSURANCE BENEFITS

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**CITIZEN COMMENTS**

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- 28. 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)**
29. ADJOURNMENT

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## CONSENT AGENDA

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### Items Originating from the Public Facilities Committee

1. APPROVAL OF THE BROAD RIVER FISHING PIER DESIGN
  2. APPROVAL TO AWARD RFQ#06222E ON-CALL CONSTRUCTION MANAGEMENT/CEI SERVICES
  3. APPROVAL OF THE APPOINTMENT OF ARTHUR HANDMAN TO THE LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR A PARTIAL TERM WITH AN EXPIRATION DATE OF 2024
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## END OF CONSENT AGENDA

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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>

## ~Proclamation~

**Whereas**, in 1862, the Penn School was one of the first academic schools in the South established by two Northern missionaries, Laura M. Towne, and Ellen Murray, to provide a formal education for formerly enslaved Africans.

**Whereas**, for 160 years, Penn Center, Inc., located on St. Helena Island, SC, has been at the epicenter of African American education, historic preservation, and social justice for tens of thousands of descendants of formerly enslaved Africans living in the Sea Islands, known as the Gullah people.

**Whereas**, the school closed in 1948, Penn School became the first African American site in South Carolina whose primary purpose was to safeguard the heritage of a Gullah community, by preserving districts and landmarks that epitomize essential elements of its culture, history, to promote the use and conservation of such landmarks for education.

**Whereas**, in the 1960's, Penn Center, Inc. assumed the mantle of social justice by ushering in the Civil Rights Movement and serving as the only location in South Carolina where interracial groups, such as Dr. Martin L. King, Jr. and the Southern Christian Leadership Conference and the Peace Corps, could have safe sanctuary in an era of mandated de jure segregation.

**Whereas**, in 1972, Penn Center, Inc. established the Land Use and Environmental Education Program to assist native islanders with issues of land retention and stewardship through education and legal services.

**Whereas**, in 1974, Penn Center, Inc. received recognition for nominating its own campus of seventeen historic structures, and eight other sites on St. Helena Island as a National Historic Landmark District one of only four in the state of South Carolina, and the only African American Historic District so named.

**Whereas**, in 1994, Penn Center, Inc. opened the York W. Bailey Museum, the first African American museum in Beaufort County, to interpret the history of Penn Center, as well as that of the Gullah community of St. Helena Island.

**Whereas**, in 2008, Penn Center, Inc. demonstrated its responsiveness in meeting the on-going and evolving needs of the community by entering a unique public-private partnership with the Beaufort County Library and the Beaufort-Jasper-Hampton Comprehensive Health Services, Inc. to build a multi-million-dollar library and health center complex.

**Whereas**, in January 2017, Penn Center, Inc. and other historic sites in Beaufort County were dedicated the nation's first Reconstruction Era National Monument by President Barack Obama.

**Whereas**, Penn Center, Inc. commemorates its 160<sup>th</sup> Anniversary in 2022. It has continued to endure both as a national monument promoting historic preservation, as well as a catalyst for economic sustainability throughout the Sea Islands.

**Now, Therefore, be it resolved** by the County Council of Beaufort County, that this Council hereby wishes to recognize The Penn Center as it commemorates its 160<sup>th</sup> Anniversary.



Dated this 26<sup>th</sup> Day of September 2022

*Joseph F. Passiment, Jr.*

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

### County Council Meeting September 26, 2022

FULL NAME

PHONE # or EMAIL ADDRESS

	FULL NAME	PHONE # or EMAIL ADDRESS
1.	<del>XXXXXXXXXXXX</del>	<del>843-338-1018</del> <del>newarose@gmail.com</del>
✓ 2.	Pat McGuffin	407-832-2627
3.	Grant McClure	grantm@secclear.org
✓ 4.	Wendy Zora <i>Housing Trust Fund.</i>	wzora@icloud.com
✓ 5.	J. Edward Allen <i>County Roads.</i>	je2sallen@gmail.com
✓ 6.	Angela Childers <i>Housing Trust Fund.</i>	achilders@beaufortho.com
✓ 7.	CATHY McLELLAN #25	CMCLELLAN8858@GMAIL.COM
✓ 8.	Linda M Magd-Hills	843-575-1017 lomagdhills57@gmail.com
9.	<i>Question about ownership of property regarding grandfathering</i>	
10.		
11.		
13.		
14.		
15.		
16.		

By signing below, you agree to adhere to the following decorum in speaking:

- 1) address the Chairman and, in speaking, avoid disrespect to Council and any personalities
- 2) Confine themselves to questions under the jurisdiction of the council
- 3) be mindful and respectful of those present and others who may be watching.

### PUBLIC HEARING TOPICS

#10: PUBLIC HEARING OF AN ORDINANCE ESTABLISHING THE BEAUFORT COUNTY GREEN SPACE PROGRAM ORDINANCE AND SETTING FORTH THE METHODS BY WHICH COUNTY COUNCIL INTENDS TO PROCURE OPEN LANDS AND GREEN SPACE FOR PRESERVATION SUBJECT TO A REFERENDUM WITHIN BEAUFORT COUNTY PURSUANT TO SECTION 4-10-1010 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED

#11: PUBLIC HEARING OF AN ORDINANCE AMENDING ORDINANCE 99/10 TO FURTHER ACCEPT DETAILS OF THE CONDUCT OF MUNICIPAL ELECTIONS FROM THE CITY OF BEAUFORT BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF BEAUFORT COUNTY

#12: PUBLIC HEARING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 4.1.330 (ECOTOURISM) TO CLARIFY GUIDING PRINCIPALS FOR ECOTOURISM DEVELOPMENT AND ESTABLISH BASE SITE AREA CALCULATIONS FOR ECOTOURISM DEVELOPMENT

#13: PUBLIC HEARING OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS

### September 26, 2022

	FULL NAME	TOPIC	PHONE # or EMAIL ADDRESS
1.	Raymond Warco	Green Space Program	843-338-1018 rewarco@gmail.com
2.	Grant McClure	Green Space	grantm@SCCCL.org
3.	Bruce Kline	Private Roads	
4.			
5.			
6.			
7.			
8.			
9.			

**ORDINANCE 2022/\_\_\_\_\_**

***AN ORDINANCE ESTABLISHING THE BEAUFORT COUNTY GREEN SPACE PROGRAM ORDINANCE AND SETTING FORTH THE METHODS BY WHICH COUNTY COUNCIL INTENDS TO PROCURE OPEN LANDS AND GREEN SPACE FOR PRESERVATION SUBJECT TO A REFERENDUM WITHIN BEAUFORT COUNTY PURSUANT TO SECTION 4-10-1010 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED***

**WHEREAS**, the Beaufort County Council recognizes the need to preserve land that has scenic, natural, recreational, rural, and open space character which is deemed essential to the County’s quality of life; and

**WHEREAS**, in recognition of the negative consequences which are often associated with environmentally unsustainable levels of development, South Carolina adopted, the “County Green Space Sales Tax Act,” (“Act”) which is designed to empower counties to undertake land preservation efforts.; and

**WHEREAS**, the Beaufort County Council has, by Ordinance 2022/36, provided for the imposition of a one percent (1%) sales and use tax pursuant to the Act subject to the results of a Referendum which is to be held on November 8, 2022 (“Referendum”) on the imposition of the sales and use tax; and

**WHEREAS**, in the event voters approve the Referendum, the net revenues of the sales and use tax are to be applied by County Council for the purposes permitted under the Act; and

**WHEREAS**, the Act provides that two weeks before the Referendum a county’s election commission must publish in a newspaper of general circulation the questions which are to appear on the ballot along with a description of the methods by which County Council intends to procure open lands and green space of preservation; and

**WHEREAS**, by the adoption of this ordinance County Council undertakes to set forth a description of the methods by which Council intends to procure open lands and green space for preservation if voters approve the Referendum imposing a one percent (1%) sales and use tax for preservation procurement under the Act.

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

**SECTION 1. TITLE**

This article shall be known as the “Beaufort County Green Space Program Ordinance.”

**SECTION 2. PURPOSE**

It is the purpose of this ordinance to:



- (a) Provide a means by which lands may be protected and enhanced as economic and environmental resources of major importance.
- (b) Encourage landowners to make a voluntary long-term commitment to conservation by offering landowners financial incentives and security of land use.
- (c) Preserve open space; protect critical and natural resources; and/or provide land for recreation.
- (d) Leverage federal, state, local, and private conservation efforts and development rights purchase funds and protect the investment of taxpayers in purchased and donated conservation easements.
- (e) Provide a means whereby rural landowners can maintain and preserve the rural character of their land through land conservation.
- (f) Provide compensation to landowners in exchange for relinquishment, in part or in whole, of their right to develop their private property.
- (g) Reduce and defer the need for major public infrastructure improvements in the county when the expenditure of public funds is the requirement for such improvements.
- (h) Provide for the purchase of fee simple interests in lands deemed critical to provide for the protection of the natural resources, historic and cultural significance, passive recreation, viewscapes and lands suitable for public use in a manner consistent with its conservation values.
- (i) Provide for purchase of development rights and fee simple interest in lands threatened by development, which if it occurs will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives.
- (j) Provide for purchase of development rights on rural lands, which provide protection of natural resources and stability of agricultural, timber, and other open space uses.
- (k) Protect and preserve watersheds; natural habitat for plants and animals.

### **SECTION 3. TYPES OF ACQUISITIONS**

Preservation procurements are defined in the Act. They include procuring for preservation, open lands or green spaces which are located within and without, or both within and without, the boundaries of Beaufort County, other counties, municipalities, and special purpose districts by and through the acquisition of interests in real property, including:

- (a) The acquisition of fee simple titles;
- (b) Conservation easements;
- (c) Development rights;
- (d) Rights of first refusal;

- (e) Options;
- (f) Leases with options to purchase;
- (g) Any other interest in real property.

#### **SECTION 4. GREEN SPACE ADVISORY COMMITTEE MEMBERSHIP, TERMS, ORGANIZATION**

To facilitate preservation procurement purchases Council establishes the following Committee, sets forth the terms of membership and its organization:

- (a) County Council shall appoint a seven-member Green Space Advisory Committee as follows:
  - (1) one member who is a member of the County Council;
  - (2) one member who is a member of the Beaufort County Legislative Delegation;
  - (3) one member who is knowledgeable about the geography and condition of Beaufort County's land; and
  - (4) four citizen members, each representing the northern, southern, eastern, and western portions of the county.
- (b) Terms of committee members are for four years and until their successors are appointed and qualify, except that the initial terms of the members must be staggered with the initial term noted on the appointment.
- (c) The committee is a public body, and its members are subject to the South Carolina Ethics Act, as amended, and must perform their duties in accordance with its provisions.
- (d) The committee must conduct its business in accordance with the South Carolina Freedom of Information Act.

#### **SECTION 5. GREEN SPACE ADVISORY COMMITTEE DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Green Space Advisory Committee are to:

- (a) Identify stakeholder groups with extensive knowledge of and experience in land preservation to assist with recommendations to the Advisory Committee on which areas and types of properties to target for acquisition with guidance from the Greenprint Plan and the Comprehensive Plan ("Stakeholder groups").
- (b) Develop and recommend to County Council for adoption program criteria to guide the identification and prioritization of lands to be acquired through the Green Space Program. At a minimum the criteria shall include:
  - (1) That the program is transparent and equally distributes the funds within the County in the interest of Beaufort County residents.

- (2) For properties which are located outside the geographic boundaries of the County known as Beaufort County, matching funds may be required.
  - (3) Acquisitions of development rights secured through annexations, rezonings, and/or other entitlements occurring after the adoption of this ordinance will be closely scrutinized and use of/access to Green Space funds may be restricted or prohibited.
  - (4) A jurisdictional letter of support or opposition for projects located in other governmental jurisdictions shall be required at the time of application.
- (c) Develop and recommend to County Council an application process that includes a measurable scoring system based on adopted program criteria. When applicable, scoring may at a minimum consist of the following factors:
- (1) The extent to which the acquisition will protect valuable natural resources, habitat, and water quality.
  - (2) Consistency with adopted plans including the Beaufort County Comprehensive Plan and the Greenprint Plan.
  - (3) The extent to which the acquisition will result in the reduction of vehicle miles traveled and reduce the need for future roadway improvements.
  - (4) The extent to which matching funds will be available for applications.
  - (5) For purchases of existing development rights, how recently the property was entitled for development.
- (d) Submit to South Carolina Department of Revenue, Council approved program criteria and application process for acknowledgement.
- (e) Review and recommend to County Council Green Space lands to be acquired based on the adopted program criteria and scoring system (Section 5-a & 5-b).
- (f) Perform such other duties as may be assigned by County Council.

## **SECTION 6. METHOD OF PROGRAM AND PROCEDURES**

The following procedures shall be followed in evaluating preservation procurements:

- (a) County Staff Receipt and Review of Applications:
- (1) Applications for participation in the Green Space Program shall be submitted to County staff.
  - (2) County staff, upon determining completeness of the application, shall review and provide a ranking and recommendation to the Green Space Advisory Committee based on the adopted program criteria and scoring (Section 5-a & 5-b).
- (b) Review, Recommendation, and Action to Proceed with Due Diligence and Acquisition Negotiations:

- (1) The Green Space Advisory Committee shall review and make recommendations whether to engage in due diligence and acquisition negotiations based upon staff scoring and recommendation.
  - (2) The Advisory Committee recommendation will be presented to the Natural Resources Committee where a decision to fund due diligence and acquisition negotiations will or will not be approved for each application.
  - (3) If approved by the Natural Resources Committee, county staff will proceed with due diligence and acquisition negotiations.
- (c) Review, Recommendation and Action to Proceed with Acquisition:
- (1) Based on the due diligence and the acquisition negotiations, staff shall make any necessary revisions to the original scoring and recommendation to the Green Space Advisory Committee.
  - (2) The Green Space Advisory Committee shall review and make recommendations whether to approve funding for acquisitions.
  - (3) The Advisory Committee's recommendations will be presented to the Natural Resources Committee where a recommendation to acquire will or will not be approved for each application.
  - (4) The Natural Resources Committee's recommendations will be presented to County Council for final consideration. Approval will be by Resolution.

## **SECTION 7. DUE DILIGENCE**

All proposed acquisitions will be subject to due diligence being satisfactorily completed, reviewed, and approved by the county. All due diligence shall be initiated and reviewed by appropriate county staff before being sent to County Council for action. Due diligence shall include, but may not be limited to:

- (a) An appraisal of the value of the interest being acquired prepared by a member of the appraisal institute (MAI), or other appropriately licensed or certified South Carolina Appraiser.
- (b) A boundary survey completed by a South Carolina Registered Land Surveyor. For purchase of fee simple interests, a topographic survey, tree survey, archaeological survey, or other due diligence items shall also be obtained when appropriate.
- (c) A Phase I environmental assessment by a qualified environmental consulting firm. In instances where the Phase I report so indicates, a Phase II environmental assessment including a plan for any remediation, by the seller or purchaser, is required for the property to address the concerns to the satisfaction of the county.
- (d) When warranted, a title search, title opinion, and/or title insurance commitment with only normal title exceptions will be required.

**SECTION 8. CONSERVATION EASEMENTS**

- (a) Conservation easements shall concurrently be placed on property where development rights are being acquired with all documents ready to be filed with the Register of Deeds.
- (b) The conservation easements shall be granted directly to an appropriate easement holder by the owner or by the county. The Green Space Advisory Committee shall recommend appropriate easement terms/language to County Council in recordable form.
- (c) The stewardship funding required by the easement holder to defend and provide the necessary annual monitoring required for the easement may be granted by the county for the easement depending on the nature of the agreement reached between the county and the easement holder.
- (d) When the county and Marine Corps Air Station (MCAS) Beaufort collaborate on a purchase of development rights acquisition, an appropriate restrictive easement will be applied to the acquired property.

**SECTION 9. EFFECTIVE DATE; SEVERALBILITY**

This Ordinance shall take effect immediately upon third reading; provided however, the Green Space Advisory Committee shall not be appointed, and Beaufort County shall not appropriate funds for preservation procurement under this Ordinance or under Ordinance 2022/36 unless voters approve the Referendum imposing a Green Space Sales and Use Tax.

If any provision of the Ordinance or its application to any circumstance is held by a court of competent jurisdiction to be invalid, such holding shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are severable.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

## ORDINANCE

An Ordinance transferring the authority for conducting municipal elections to the county election commission, and repealing Section 1-8003 of the City Code of Ordinances

**WHEREAS**, §5-15-145 of the South Carolina Code of Laws provides that municipalities are authorized to transfer by Ordinance authority for conducting municipal elections to the county elections commission; and,

**WHEREAS**, §5-15-145 also provides that the County elections commission is authorized to conduct municipal elections; and,

**WHEREAS**, §5-15-145 provides that the ordinance transferring such authority must state the terms of the agreement between the municipality and the County for such transfer of authority; and,

**WHEREAS**, City Council for the City of Beaufort finds that it is in the best interest of the City and its citizens for the authority to conduct municipal elections to be transferred to the Board of Voter Registration and Elections of Beaufort County; and,

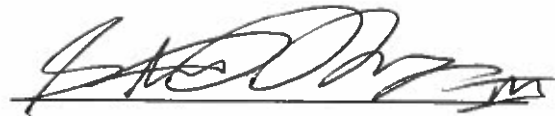
**WHEREAS**, pending approval of Beaufort County Council, the Board of Voter Registration and Elections of Beaufort County has agreed to this transfer of authority under the terms set forth below:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Beaufort, in council duly assembled, and by the authority of the same, as follows:

1. The authority for the conducting municipal elections in the City of Beaufort is hereby transferred to the Board of Voter Registration and Elections of Beaufort County.
2. The Board of Voter Registration and Elections of Beaufort County (the Beaufort County Board) shall hereafter be empowered to conduct municipal elections in the City of Beaufort in accordance with Title 7 of the South Carolina Code of Laws, and the Code of Ordinances for the City of Beaufort. The Beaufort County Board will certify the results of each election to the municipality immediately following the certification of the votes cast in each election.
3. The City Municipal Election Commission shall be abolished, and Section 1-8003 of the City Code of Ordinances shall be repealed.
4. The City of Beaufort shall reimburse the Board of Beaufort County for all costs incurred in providing ballots, advertising elections, printing costs, poll managers compensation and other related additional expenses incurred in its conduct of

municipal elections in the City of Beaufort. Poll Managers will be paid at the standard rate set by the State Election Commission for all other elections. In the event a protest is filed, or litigation is commenced in connection with the conduct of municipal elections, the City of Beaufort shall pay all fees, costs and expenses incurred in such protest or litigation. The Beaufort County Board shall provide invoices and/or other documentation to the City of all such additional costs and expenses incurred in the conduct of City of Beaufort Municipal Elections, protests, certifications of results, litigation or other costs which may be incurred, not specifically mentioned in this ordinance.

- 5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of inconsistency.
- 6. This Ordinance shall become finally binding upon adoption, and additionally upon the adoption of Beaufort County Council of an Ordinance accepting such transfer.



Stephen D. Murray III, Mayor

Attest



Traci Guldner, City Clerk

First Reading 5-10-22

Second Reading and adoption 5-24-22

Approved in Form: William B. Harvey, III

(1)

## ORDINANCE No. 2022/\_\_\_\_\_

## AN ORDINANCE AMENDING ORDINANCE 99/10 TO FURTHER ACCEPT DETAILS OF THE CONDUCT OF MUNICIPAL ELECTIONS FROM THE CITY OF BEAUFORT BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF BEAUFORT COUNTY

WHEREAS, §5-15-145 of the South Carolina Code of Laws provides that municipalities are authorized to transfer by Ordinance authority for conducting municipal elections to the county elections commission; and,

WHEREAS, §5-15-145 also provides that county elections commissions are authorized to conduct municipal elections; and,

WHEREAS, §5-15-145 provides that the ordinance transferring such authority must state the terms of the agreement between the municipality and the County for such transfer of authority; and,

WHEREAS, on April 26, 1999, Beaufort County Council adopted ordinance 99/10 (which amended ordinance 97/11) accepting certain elements of the conduct of municipal elections for the City of Beaufort; and

WHEREAS, ordinance 99/10 provided that the City of Beaufort would retain certain elements of the conduct of municipal elections; and

WHEREAS, City Council for the City of Beaufort has adopted an ordinance dated May 24<sup>th</sup>, 2022 which finds that it is in the best interest of the City and its citizens for the full authority to conduct municipal elections to be transferred to the Board of Voter Registration and Elections of Beaufort County; and,

WHEREAS, pending approval of Beaufort County Council, the Board of Voter Registration and Elections of Beaufort County has agreed to this transfer of authority under the terms set forth below:

NOW, THEREFORE, BE IT ORDAINED by the Beaufort County Council, in meeting duly assembled, and by the authority of the same, as follows:

1. In accordance with the authority devolved by Section 5-15-145, Code of Laws of South Carolina, 1976 as amended, and pursuant to the terms of the Beaufort City ordinance adopted May 24<sup>th</sup>, 2022 Beaufort County Council approves and accepts the complete transfer of authority to conduct all aspects of municipal elections for the town to the Board of Voter Registration and Elections of Beaufort County (the "Board"). The Board shall be completely responsible for municipal elections held within the City. The authority here transferred includes, but is not limited to, addressing all disputes and questions that arise out of the election process, publishing proper notices of elections, insuring the provision of proper books for registration, preparing and distributing ballots and election materials, preparing and staffing the early voting centers absentee ballot precinct, appointing and training poll managers, providing voting machines, supervising the operation of all polling places, to include enforcement authority to insure that proper procedures and laws are being followed, certifying the results of the election, reviewing decisions on



challenges from candidates, reviewing decisions on challenged ballots, hearing protests filed or litigation commenced in connection with the conduct of a City election. All elections conducted by the board shall be in accordance with S.C. Code 1976, title 7, as amended, unless otherwise provided in or modified by S.C. Code 1976, title 5, as amended.

2. The City shall reimburse the Board for all costs incurred in providing ballots, advertising elections, printing costs, poll managers' compensation and other additional expenses incurred in, or arising from, its conduct of municipal elections in the City town. Poll managers will be paid at the standard rate set by the South Carolina State Election Commission for all other elections.

3. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the same shall be heard by the Board and defended by its attorney. The City town shall pay all fees, costs, and expenses incurred in such protest or litigation, including, but not limited to, fees, costs and expenses of the board, its officers, agents and employees, and the officers, agents and employees of the county

4. The Board shall provide invoices and/or other documentation to the City town of all costs and expenses incurred in the conduct of municipal elections, protests, certification of results, litigation or other costs which may be incurred and reimbursed which are not specifically mentioned in this section.

5. If any provision of this section or its application to any circumstance is held by a court of competent jurisdiction to be invalid for any reason, this holding does not affect other provisions or applications of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are severable.

6. This action shall take effect upon adoption of this section accepting the authority being transferred hereunder;

7. All portions of ordinances 97/11 and 99/10 which are inconsistent with the terms herein are hereby repealed.

IT IS SO ORDAINED.

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

\_\_\_\_\_  
Joe Passiment, Chair of Council

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

\* 00586

99/10

AN ORDINANCE TO AMEND ORDINANCE 97/11 AND TO EMBODY TERMS OF AGREEMENT BETWEEN THE CITY OF BEAUFORT AND THE BEAUFORT COUNTY ELECTIONS AND REGISTRATION COMMISSION REGARDING MUNICIPAL ELECTIONS AND SPECIFYING AUTHORITY BEING TRANSFERRED.

Whereas, the City of Beaufort and the Beaufort County Elections and Registration Commission have previously operated pursuant to a working agreement for the conduct of Municipal Elections; and

WHEREAS, in March 1992, the South Carolina Legislature amended Section 5-15-145 of the *Code of Laws of South Carolina*, 1976, as amended, required that, as a condition of the transfer of authority to County Elections and Registration Commission for the conduct of municipal election, the municipality must enact an Ordinance embodying the terms of the Agreement; and

WHEREAS, the City of Beaufort and the Beaufort County Elections and Registration Commission have agreed to the terms of the transfer of authority for the conduct of the upcoming Municipal Election in May 1999; and

WHEREAS, pursuant to State law, the County desires to enact an Ordinance embodying the terms of this Agreement; and

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Beaufort County, South Carolina, duly assembled and by authority of the same, accepts the authority being transferred, which shall read as follows:

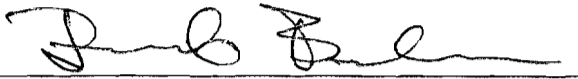
Beaufort County Council on behalf of the Beaufort County Elections and Registration Commission accepts the authority to assist the City of Beaufort and its Municipal Election Commission with City Municipal Elections. Pursuant to this authority and Agreement, the County Elections and Registration Commission hereby accepts the following authority and responsibilities for the conduct of municipal elections:

1. Preparation of voting machines, ballot pages, cards, and other documents, materials and equipment in conjunction therewith; and
2. The training of poll managers and election night workers; and
3. The total conduct of the absentee precinct; and
4. The conduct of the election procedure and tabulating of the results; and
5. The securing of polling places.


The City of Beaufort and its Municipal Election Commission shall remain responsible for the total cost of conducting all municipal elections, including providing the supplies to be used at the precincts, the certification of all candidates, the designation of polling places, the inspection and visitation of polls during election day, the recruitment and assignment of poll managers, the hearing of challenged ballots and ruling on any protest and/or complaints regarding the election or its procedures, and the certification of the election results.

Adopted this 26th day of April, 1999.

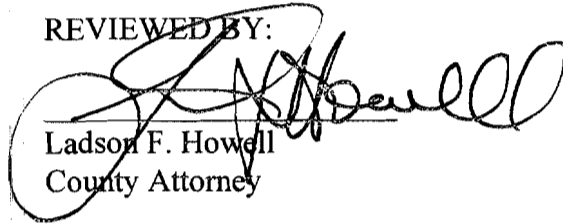
COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
Frank Brafman  
Chairman

ATTEST:

  
Clerk to Council

REVIEWED BY:

  
Ladson F. Howell  
County Attorney

First Reading: March 22, 1999  
Second Reading: April 12, 1999  
Third and Final Reading: April 26, 1999

Amending 97/11



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Text Amendment to the Community Development Code (CDC): Section 4.1.330 (Ecotourism) to clarify guiding principles for ecotourism development and establish base site area calculations for ecotourism development.</i>
<b>MEETING NAME AND DATE:</b>
<i>Natural Resources Committee Meeting, August 15, 2022</i>
<b>PRESENTER INFORMATION:</b>
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<p><i>Staff have been reviewing the Community Development Code (CDC) for necessary amendments as a result of the adoption of the 2040 Comprehensive Plan. During our review, staff have identified necessary major and minor corrections to the CDC to improve and clarify its standards, including changes to the County's ecotourism standards.</i></p> <p><i>At their April 4, 2022 meeting, the Beaufort County Planning Commission voted unanimously to send the amendments back to staff to create more specific and measurable standards. Staff presented the updated amendments at the June 6, 2022 meeting, where the Beaufort County Planning Commission voted unanimously to recommend approval of the amendments with the condition that wastewater treatment be added as a required component of the operational plan.</i></p>
<b>PROJECT / ITEM NARRATIVE:</b>
<p><i>Proposed changes to Section 4.1.330 (Ecotourism) clarify the definition of the Ecotourism use, replace the reference to the Ecotourism Society's (TES) standards with specific, measurable standards to guide Ecotourism projects in the County, specify required components of the operational plan, provide the Director opportunity to ask for more information as needed using a Community Impact Statement (Appendix A.1.30), bring the lodging allowances in line with T2 district's base zoning allowances, and clarify how base site area calculations for ecotourism projects are to be calculated to prevent artificially inflated densities.</i></p>
<b>FISCAL IMPACT:</b>
<i>Not applicable.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>To approve or deny the proposed amendment to the Community Development Code (CDC): Section 4.1.330 (Ecotourism).</i>



## MEMORANDUM

**TO:** Beaufort County Natural Resources Committee

**FROM:** Juliana Smith, Beaufort County Planning and Zoning Department

**DATE:** August 15, 2022

**SUBJECT:** Proposed Text Amendments to Section 4.1.330 (Ecotourism)

### STAFF REPORT:

**A. BACKGROUND:** In November 2021, Beaufort County Council adopted the 2040 Comprehensive Plan. As a result, staff have been reviewing the Community Development Code (CDC) for necessary amendments. During our review, staff have identified necessary major and minor corrections to the CDC to improve and clarify its standards, including changes to the County's ecotourism standards.

Proposed changes to Section 4.1.330 (Ecotourism) were first brought before the Beaufort County Planning Commission during their April 4<sup>th</sup>, 2022 meeting. The original revisions clarified the intent of the Ecotourism use, which is allowed as a Special Use in T1 Natural Preserve and a Conditional Use in T2 Rural, T2 Rural Neighborhood, T2 Rural Neighborhood Open, and T2 Rural Center. It also replaced the reference to the Ecotourism Society's (TES) standards with actual standards to guide Ecotourism projects in the County. Finally, the original amendment directly referenced base site area calculations for ecotourism projects to prevent artificially inflated densities. At that time, the Commissioners voted unanimously to send the proposed changes back to staff to create more specific and measurable standards. Staff have made modifications to the changes in order to address the Commission's comments.

**B. SUMMARY OF PROPOSED REVISIONS:** Based on the discussion held during the April 4<sup>th</sup>, 2022 Planning Commission meeting, staff have made further revisions to Section 4.1.330 (Ecotourism). The new changes include:

- Directly referencing the definition of Ecotourism as outlined in Table 3.1.70 (Land Use Definitions) to provide consistency and reinforce expectations. Ecotourism is defined in Table 3.1.70 (Land Use Definitions) as follows:

*Organized, educational and mainly outdoor recreation with or without lodging that invites participants to learn about and promote ecological preservation, conservation, and sustainability. This use shall include at least two of the following characteristics:*

- 1. Located near or within a wilderness setting, park, or protected area;*
- 2. Interpretive educational program with or without guides;*
- 3. Outdoor activities; or*
- 4. Cultural experiences.*

- Clarifying standards for the required operational plan to include specific information, as applicable, such as emergency response plans, how utilities are provided, etc.
- Updating the lodging allowances included in ecotourism to better reflect the intention of the special and conditional ecotourism use.
- Refining the ecotourism principles to produce specific, measurable outcomes.

**C. LEGAL REVIEW:** Staff shared the amended ecotourism standards with the legal department for their review. Legal provided the following recommended changes be made to staff's amendment:

- Add evacuation plans and post-disaster clean-up plans as additional required components of the operational plan detailed in section B.
- Modify the first sentence of Section B so that all of the listed enhancements are equally weighted by removing "and/or" and replacing it with "and".

Because these recommendations were not received until after the Planning Commission agenda was published, staff presented the recommended changes to the Commissioners during the June 6, 2022 meeting. Staff recommended approval of the additional changes recommended by counsel.

**D. STAFF RECOMMENDATION:** Staff recommends approval of the deletions and amendments. Deletions are stricken through. Additions are highlighted and underlined.

**E. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION:** At the June 6, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend approval of the amended ecotourism standards, including the legal department's recommended additions, with the condition that waste water plans also be included as a component of the operational plan.

**F. ATTACHMENTS:** Revised Community Development Code Section 4.1.330 (Ecotourism)

**ORDINANCE 2022 / \_\_**

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):  
SECTION 4.1.330 (ECOTOURISM) TO CLARIFY GUIDING PRINCIPLES FOR  
ECOTOURISM DEVELOPMENT AND ESTABLISH BASE SITE AREA  
CALCULATIONS FOR ECOTOURISM DEVELOPMENT**

**WHEREAS**, the Community Development Code permits Ecotourism as a special use in T1 Natural Preserve and as a conditional use in T2 Rural, T2 Rural Neighborhood, T2 Rural Neighborhood Open, and T2 Rural Center; and

**WHEREAS**, Section 4.1.330 (Ecotourism) of the Community Development Code sets out the development standards for Ecotourism that reference vague guiding principles set by an outside organization and does not offer specific principles important to Beaufort County; and

**WHEREAS**, Section 4.1.330 sets a maximum floor area ratio for each ecotourism development, but does not specify how base site area shall be calculated; and

**WHEREAS**, it is necessary for the Community Development Code to provide clear guidance on ecotourism development standards and how to calculate maximum floor area ratio to achieve orderly development of Ecotourism facilities in our most rural zoning districts; and

**NOW, THEREFORE** be it ordained by County Council in meeting duly assembled that Section 4.1.330 of the Community Development Code is hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Adopted this \_\_\_ day of \_\_\_\_\_ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

**4.1.330 Ecotourism**

Ecotourism shall meet the definition of ecotourism as stated in the Recreation, Education, Safety, Public Assembly section of the Land Use Definitions table in Section 3.1.70 and shall comply with the following:

- A. Applications shall include a site plan whose design incorporates the building, structures, and amenities into the natural and scenic qualities of the area in a complimentary fashion.
- B. An operational plan shall indicate that this use will enhance the ecotourism experience of intended users in regard to the related wilderness setting, interpretive educational programs, wildlife viewing opportunities, outdoor activities, parks/protected areas, and/or cultural experiences. An operational plan shall also include, at a minimum, information about access to the site, on and off-site parking for guests and employees, the number and type of jobs and associated wages created, housing for employees, how supplies will be staged and delivered, hours of operation, emergency response plans, how emergency services will be provided, an evacuation plan, post-disaster clean-up plans, how utilities will be provided, how wastewater will be treated, how solid waste will be disposed of, the number and type of amenities provided, and how the operation will adaptively respond to sea level rise. Additional information may be required through a Community Impact Statement as determined by the Director and as described in Appendix A.1.30.
- C. The maximum floor area ratio for each development shall be 0.1. Base Site Area shall be calculated per Section 6.1.40.G.
- D. An open space ratio of (at least) 85% shall be required for the entire property.
- E. Impervious surface shall not exceed 8% for the entire property.
- F. There shall be a 3-acre minimum site size for this use.
- G. Lodgings are permitted with this use and include cabins, inns, B&Bs, historic properties, and small hotels. Hotel uses shall be limited to no more than 50 units per development, 8 units per building, 24 guest rooms and a maximum height of 2 stories.
- H. Operators of ecotourism uses shall adhere to the following stewardship, research, and education principles promoted by The Ecotourism Society (TES), and shall address in their application how they will adhere to them:
  - Provide benefits for local ecosystems via research, conservation, educational awareness, etc.
  - Generate financial benefits for local people via jobs, grants, community investment, etc.
  - Deliver interpretative experiences to visitors that help raise awareness and sensitivity to local environmental and cultural climates.
  - Design, construct, and operate low-impact eco-tours, activities, and facilities.





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS
<b>MEETING NAME AND DATE:</b>
Natural Resource Committee, July 5, 2022
<b>PRESENTER INFORMATION:</b>
Stefanie M. Nagid, Passive Parks Manager
<b>ITEM BACKGROUND:</b>
2012/2013: Beaufort County and the Town of Hilton Head Island jointly purchased 5 parcels along Beach City Road on Hilton Head Island
2/19/2018: County Council approved \$250,000 for the completion of the Historic Mitchelville Freedom Park master plan
3/26/2018: County Council approved up to \$575,000 for Phase I implementation of the Historic Mitchelville Freedom Park master plan
February 2020: County Council approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan
8/17/2020: Finance Committee recommended approval of \$575,000 from H-Tax funds to be used towards Phase I implementation of the Historic Mitchelville Freedom Park master plan
4/5/2021: Natural Resource Committee recommended approval of the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
4/12/2021: County Council approved the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
5/3/2022: Town of HHI Council approved the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
<b>PROJECT / ITEM NARRATIVE:</b>
The approved Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan illustrates the need to use the approximate 4-acres of parcels along Beach City Road and adjacent to the Historic Mitchelville Freedom Park property. The Beach City Road parcels are jointly owned by Beaufort County and the Town of Hilton Head Island. The Town also owns the Historic Mitchelville Freedom Park property, however the Town and the Historic Mitchelville Freedom Park Executive Director are under a lease and management agreement for use and maintenance of the property. The use of the jointly owned Beach City Road parcels require a separate lease agreement between the County, Town and Historic Mitchelville Freedom Park Executive Director. Between April 2021 and April 2022, the previously County Council approved lease agreement was significantly modified by the Town and requires reapproval.
<b>FISCAL IMPACT:</b>
None

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of the lease agreement as provided.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve the County Administrator to execute a lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mtichelville Freedom Park for the property known as the Beach City Road parcels.

**RESOLUTION 2022/\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS**

**WHEREAS**, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as the Beach City Road parcels (R510 005 000 010A 000, R510 005 000 010B 0000, R510 005 000 010I 0000, R510 005 000 0248 0000, R510 005 000 0329 0000) (“Property”) on Hilton Head Island under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 3149, Page 1500 and Deed Book 3210, Page 2689, Beaufort County, South Carolina; and

**WHEREAS**, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

**WHEREAS**, the County and Town approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan dated February 2020, which illustrates the use of the Property by the Historic Mitchelville Freedom Park; and

**WHEREAS**, the County, Town and the Historic Mitchelville Freedom Park wish to enter into a long-term lease agreement, which details the intended use, management, maintenance and operation of the Property for public access, education and interpretation; and

**WHEREAS**, the County Council previously authorized the Interim County Administrator to execute a lease agreement in Resolution 2021/11 adopted April 12, 2021 but due to further negotiations and the passing of time, the terms of the original lease agreement have been significantly modified; and

**WHEREAS**, the final agreed upon terms and conditions for a long-term lease agreement, detailing the intended use, management, maintenance and operation of the Property for public access, education and interpretation are substantially similar to the lease agreement attached hereto as “Exhibit A” and incorporated herein by reference.

**NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to execute a lease agreement with the Town of Hilton Head Island and the Historic Mitchelville Freedom Park which is substantially similar to the lease agreement attached hereto as “Exhibit A” and incorporated herein by reference.

Adopted this \_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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Sarah Brock  
Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) LONG TERM LEASE

THIS LONG-TERM LEASE (“Lease”) is entered into this 3<sup>rd</sup> day of MAY, 2022 (“Effective Date”) by and between Beaufort County (“County”), the Town of Hilton Head Island, South Carolina (“Town”), and the Historic Mitchelville Freedom Park, Inc., a non-profit South Carolina Corporation (“Lessee”). The County and the Town hereinafter collectively referred to as the “Lessor”. The County, Town, and Lessee hereinafter collectively referred to as the “Parties”.

WHEREAS, Lessor acquired the 4.07 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit B attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Parties wish to enter into this Lease, which details the responsibilities of the parties, as well as, the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Lessors have approved the Lessee’s “Landscape and Interpretive Master Plan” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, where the Parties hereto agree as follows:

ARTICLE 1: TERM and RENT

1.1. **Term of Lease and Renewal.** The initial term of this Lease shall be for a period of forty-five (45) years, commencing on the Effective Date. Unless terminated sooner pursuant to the terms hereof, or notice of non-renewal is given as authorized in Article 7.3(a), at the end of Initial Lease Term, this Lease shall automatically renew for successive periods of twenty-five (25) years (hereinafter, each a “Renewal Lease Term”) provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, or unless either Party hereto shall give the other a Notice of Termination, as set forth in Section 7.3 herein below.

1.2. **Rent.** Lessee shall pay to the Town Rent in the sum of One (\$1.00) Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

ARTICLE 2: ACCEPTANCE and USE OF LEASED PREMISES

2.1. **Property “As Is”.** Lessee represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property “as is”, and without recourse to or against the Lessor as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Lessor have any liability to Lessee for any defect in the Property, or the title to the Property, or conditions existing in, on, under,

over, or about the Property or any limitation on the uses that may be made of the Property. Lessee accepts this limitation on the Lessor's liability and acknowledges that this limitation of the Lessor's liability is a material term of this Lease without which the Lessor would not have entered into this Lease.

**2.2. The Property to Continue as a Public Park.** Lessee acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Lessee acknowledges and accepts that the Property shall at all times of normal daily operations remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved until such time that the public park and its amenities including water access are relocated.

- a. *Certain Restrictions Permitted.* Lessee shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Lessee.
- b. *Events Permitted.* Lessee is permitted to hold events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. Access to the Property may be restricted by Lessee to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

**2.3. Permitted Use.** Lessee may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Beaufort County Council and Hilton Head Island Town Council.

### ARTICLE 3: OBLIGATIONS AND RESPONSIBILITIES

**3.1. Lessee Obligations and Responsibilities.** The Lessee shall adhere to the terms and conditions set forth in this Article at all times during any term of this Lease. Failure to adhere to the terms and conditions may result in termination of this Lease.

- a. *Compliance with Laws, Restrictive Covenants, and Local Ordinances.* Lessee shall comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Lessee's use. Lessee shall maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
  - i. *Determination of Policies and Compliance with Permitted Use.* Lessee is solely responsible to determine and carry out policies relating to primary and ancillary activities and services offered by Lessee, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property. In general, to act in accordance with the Permitted Use.
- b. *Utilities and Other Services.* Lessee shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Lessee. Lessee shall be solely responsible

for the payment of any and all *ad valorem* real property taxes, including but not limited, to stormwater utility fees, or any other fees and taxes associated with the Property.

The Lessor shall not be required to furnish, and has no obligation to furnish, to Lessee any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

c. ***Maintenance of Property.***

i. ***Expenses.*** Lessee shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

ii. ***Maintenance and Improvements.*** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease.

iii. ***Storage of Hazardous Substances and Waste Prohibited.*** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Lessee shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Lessee shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Lessee.

Lessee shall refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance.

iv. ***Waste Dumping or Disposal.*** Lessee shall refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance. Lessee shall refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property.

d. ***General Management.*** Lessee shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the

term of this Lease. Without limiting the generality of the foregoing, Lessee shall have the following rights and duties with respect to the use, management, and operation of the Property:

- i. *Financing.* To have, in its sole discretion, the right to obtain financing utilizing as collateral any personal property that Lessee has or may acquire. Lessee shall obtain written authorization from both the County and Town prior to using any permanent building or fixtures as collateral for obtaining financing.
  - ii. *Improvement of Property.* To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Lessee. All required authorization, permitting, and local procedures shall be followed during any improvement of the Property.
- e. *Financial Statements.* Any and all documents required in this Section shall be submitted to the Town, and shall be made available to the County upon request. Upon request of the Town, Lessee shall make its financial books and records available to the Town for Review. Upon receipt of a written request from the Lessor, Lessee shall have thirty (30) days to provide the requested financial books and records.

#### **ARTICLE 4: IMPROVEMENTS and CONSTRUCTION**

4.1. **Master Plan.** The Lessee shall only build, erect, or construct improvements on the Property as provided for in the approved *Landscape and Interpretive Master Plan* dated February 2020, attached hereto and incorporated by reference in Exhibit C (“Master Plan”).

- a. *Amendments to Master Plan.* Any amendment to the Master Plan must receive the required review and approval from the Beaufort County Council and Hilton Head Island Town Council. In addition to the aforementioned approval, any result of an amendment to the Master Plan shall be subject to all restrictive covenants, and all State, Federal or local statutes, ordinances or regulations.

4.2. **Improvements to Property.** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Lessee shall have the right to make such improvements as approved in the Master Plan, at the sole cost and expense of Lessee.

4.3. **Permits and Required Approvals.** It shall be the sole responsibility of Lessee to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Lessee’s occupation and use of the Property.

The Master Plan and any amendments shall, in addition to any other required approval, be subject to all applicable provisions of the Land Management Ordinance of the Town, and any applicable State, Federal or local statutes, ordinances or regulations that are in effect when any amendment is sought. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence any work at the Property for which any other approval or permit of any nature is required.



4.4. **Mechanic's or Other Liens Prohibited.** Lessee shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Lessee. If any such lien is filed, Lessee shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the County and Town harmless from any costs or expenses, damages, suits, or reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

#### **ARTICLE 5: INTEREST IN STRUCTURES, FIXTURES, and IMPROVEMENTS**

5.1. **Permanent Structures, Fixtures, and Improvements.** Any structure, fixture, or improvement that Lessee builds, erects, or constructs on the Property that is affixed in a permanent manner shall be deemed to be a part of the Property. Following a termination of this Lease the aforementioned structure, fixture, or improvement shall remain on the Property and shall become part of the Property owned by the Lessor.

5.2. **Non-Permanent Structures, Fixtures, and Improvements.** Lessor waives any right, title, or interest in any and all equipment, displays, furniture, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Lessee; and, said property shall, at all times, remain the property of Lessee, such entity that has loaned the property to Lessee, or such entity that has leased the property the Lessee. The Lessor further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Lessee.

5.3. **Interest in Property.** Other than the leasehold interest established by this Lease, Lessee shall have no interest in the Property.

#### **ARTICLE 6: INSURANCE**

6.1. **Required Liability Insurance.** During any term of this Lease, Lessee shall maintain in full force and effect a comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Lessee with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Lessee. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Lessee of the hold harmless and indemnity provisions set forth in this Lease. The County and Town shall be named as an additional insured on this policy or these policies.

6.2. **Required Property Insurance.** During any term of this Lease, Lessee shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. The County and Town shall be named as an additional insured on this policy or these policies.

6.3. **Failure to Obtain Insurance.** If Lessee fails to procure or maintain any insurance required by this Article, or fails to carry insurance required by law or governmental regulations, then the Lessor shall provide a written notice to Lessee. Failure to procure insurance within ten (10) days shall be deemed a default, and the Lessor may take any and all necessary steps available to establish insurance on the property, or may proceed with any and all rights provided under Article 7 of this Lease.

## ARTICLE 7: DEFAULT, TERMINATION, and ABANDONMENT

7.1. **Default.** The Lessee is deemed in Default if there is a failure to adhere to any of the terms or conditions set forth in this Lease. The Lessor shall provide written notice to the Lessee of the Default and allow for a time to cure. Unless otherwise provided for in this Lease, the time to cure shall be one hundred twenty (120) days. In addition to other events provided for in this Lease, the following shall also be deemed Events of Default:

- a. ***Failure to Observe Requirements.*** The failure of Lessee to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- b. ***Dissolution of Lessee.*** The dissolution, termination, or liquidation of Lessee, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Lessee or against Lessee, or any change in the tax-exempt, not-for-profit status of Lessee.
- c. ***Abandonment of the Property.*** The abandonment of the Property by Lessee, or the discontinuance of operations at the Property by Lessee.
- d. ***Use Inconsistent with the Permitted Use.*** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Lessor.
- e. ***Failure to Pay Amounts Due:*** The failure to pay any sum due to the Lessor, or failure to pay any sums of money required under any provision of this Lease.

7.2. **Remedies of Default.** Whenever any Event of Default described in this Article shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Lessor is the non-defaulting party, it may give notice to Lessee to vacate the Property, and may thereafter evict Lessee from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Lessor of its rights under this Lease cause Lessee to be relieved of any of its obligations set forth in this Lease.

7.3. **Termination.**

- a. ***Non-renewal of Lease.*** At the end of the initial term or at the end of any renewal Term, either Party hereto shall give the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Termination Date.
- b. ***Termination Due to Default.*** This Lease may be terminated upon the occurrence of any Event of Default as set forth in this Lease and as provided by the law governing governmental subdivisions and the length of contracts they may enter into.
- c. ***Delivery After Termination.*** Tenant agrees to quit and deliver the Property peaceably and quietly to Lessor, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease.

- d. **Following Abandonment of Property.** If Lessors evict Lessee and take possession of the Property as authorized in Article 7.2, then Lessor may consider any personal property belonging to Lessee and left on the Property to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**ARTICLE 8: MISCELLANEOUS**

8.1. **National Park Service Designation.** The Parties acknowledge and agree that the Lessor may seek and apply for the Property and/or Lessee’s use thereon to become part of the National Park Service Reconstruction Era Monument (or similar designation). The Parties agree to cooperate and work in good faith to achieve this designation, including but not limited to executing any necessary easements, agreements or the like.

8.2. **No Agency.** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Lessor and Lessee other than that which is expressly stated herein. No employee, volunteer, or agent of Lessee shall be considered an employee or agent of the Lessor for any purpose whatsoever and none shall have any status, right or benefit of employment with Lessor.

8.3. **No Third Party Beneficiaries.** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party who is not a signature Party hereto. No person or entity other than the Parties shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

8.4. **Assignment and Subletting of Property.** Lessee shall not assign this Lease, nor sublet any part of the Property, nor grant any concession or license to use the Property without written consent from both the County and Town. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of both the County and Town shall be void and shall at the Lessor’s option, terminate this Lease immediately.

8.5. **Notices.** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928	With Copy to:	Town of Hilton Head Island Attn: Legal Department One Town Center Court Hilton Head Island, SC 29928
To the County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901	With Copy to:	Beaufort County Attn: Legal Department P.O. Box 1228 Beaufort, SC 29901

To Mitchelville:	Historic Mitchelville Freedom Park, Inc. Attn: Executive Director P.O. Box 21758 Hilton Head Island, SC 29925	With Copy to:	Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028
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8.6. **Indemnification and Hold Harmless.** Lessee shall indemnify and hold the Lessor harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Lessor in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Lessee and Lessee’s operation thereon, or arising from any act or omission of Lessee with respect to the exercise of Lessee’s rights hereunder; provided, however, in no event will Lessee indemnify or hold harmless the Lessor for acts or omissions of the Lessor or its employees or agents.

8.7. **Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8.8. **Binding Effect and Entire Agreement.** The Parties agree that this Lease sets forth the entire agreement between the Parties. This Agreement is binding upon and inures solely to the benefit of the Parties hereto.

8.9. **Amendment, Changes, and Modifications.** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of the Parties.

8.10. **Severability.** If any portion of this Lease 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 Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

8.11. **Waivers.** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.12. **No Remedy Exclusive.** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

8.13. **Application of Laws and Other Matters.** This Lease is accepted by Lessee subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future. In addition to the foregoing, Lessee shall at all times comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation does not unreasonably interfere with Lessee’s use and enjoyment of the Property.

8.14. **Captions.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

8.15. **Quiet Enjoyment.** The Lessor hereby covenants that Lessee shall, during any Lease term, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Lessor shall not interfere with the quiet use and enjoyment of the Property by Lessee during the Lease Term, so long as the Lessee adheres to the terms and conditions set forth in this Lease.

8.16. **Time is of the Essence.** Time is of the essence of this Lease.

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

IN WITNESS THEREOF, the Parties hereto have executed this Lease the day and year first above written.

**LESSOR, Beaufort County:**

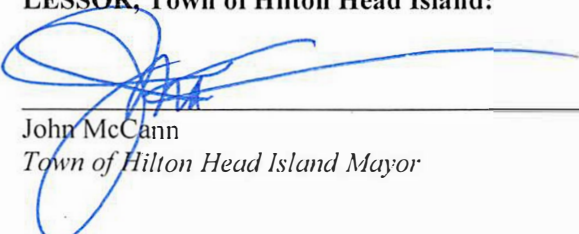
\_\_\_\_\_  
Witness

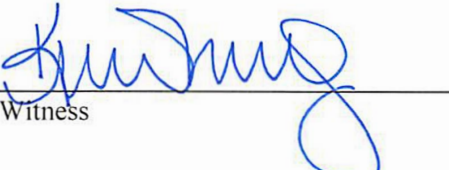
\_\_\_\_\_  
Eric Greenway  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**LESSOR, Town of Hilton Head Island:**


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
John McCann  
*Town of Hilton Head Island Mayor*

  
\_\_\_\_\_  
Witness

**LESSEE, Historic Mitchelville Freedom Park, Inc.:**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
~~Shirley Peterson~~ **Ahmad Ward**  
~~President~~ *of Historic Mitchelville Freedom Park, Inc.*  
**Executive Director**

## Exhibit B Legal Descriptions

### R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as "PARCEL 10A" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

### R510 005 000 010B 0000

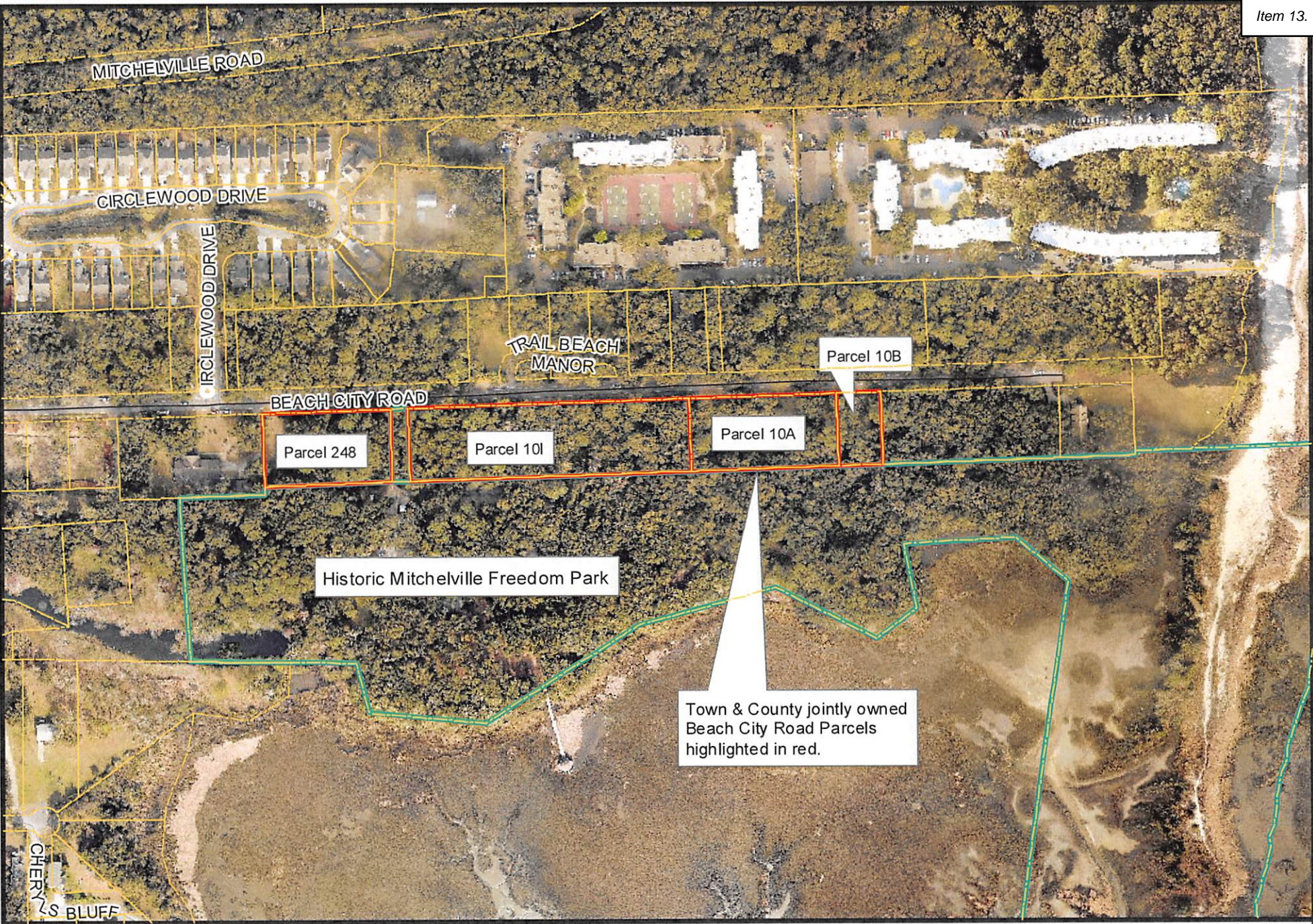
All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled "A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White" dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

### R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as "1.917 Ac." on a plat entitled "Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina" dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

### R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as "PARCEL 248" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.



Historic Mitchelville Freedom Park

Town & County jointly owned Beach City Road Parcels highlighted in red.

### Town of Hilton Head Island

Exhibit A: Beach City Road Parcels



# Exhibit C







## HISTORIC MITCHELVILLE FREEDOM PARK, INC

March 7, 2022

### EXECUTIVE OFFICERS

**CHAIRPERSON**  
Didi Summers

**VICE CHAIRPERSON**  
Omolola Campbell

Mayor John McCann  
Town Manager, Marc Orlando  
Town of Hilton Head Island  
1 Town Center Court  
Hilton Head Island, SC 29928

**TREASURER**  
Margot Brown

Greetings,

**SECRETARY**  
Dr. Gloria Holmes

I am writing this letter to respectfully request the parcels of land on Beach City Road, jointly owned by the Town of Hilton Head and Beaufort County that are highlighted in the Historic Mitchelville Freedom Park's (HMFP) Master Plan. Per our recent update to the Town, HMFP is quickly moving towards a launch of its Capital Campaign to raise \$22.8 million with a firm national strategy and defined national targets. Regarding the parcels outlined, we are looking at financial possibilities that would directly affect those parcels, sooner rather than later. One of those parcels would be the location of our official parking area, which is part of current conversations with the Town of Hilton Head. The other parcel would contain a Classroom / Lab area used for educational programs, limited processing of archaeological finds and some office space. These parcels are vitally important to early phase development of the Park site.

### BOARD OF DIRECTORS

Jamie L Berndt  
Carlton Dallas  
Herbert Ford  
Dr. Andrea Grant Guess  
Lee Gill  
Hester Hodde  
Kirsten Hotchkiss  
Myla Lerner  
Anna Ponder  
Billy Watterson  
E. Ray Werts

The conversation on these parcels dates back to the Summer of 2020 while we were still under quarantine. Beaufort County supports gifting the parcels on Beach City Road to HMFP. The organization definitely wants to gain all the parcels on Beach City Road, save the one closest to Andre White's property, that has been part of discussions involving an additional gravel parking area to give more access to Fish Haul Creek Beach. However, the organization is open to waiting on full acceptance of the parcels, as long as the two that are outlined in the Master Plan are available to us as soon as possible.

### Chairman Emeritus

Thomas C. Barnwell, Jr.

In summation:

- HMFP is requesting that the Town give the organization use of the parcels on Beach City Road to complement the existing Master Plan.
- The two parcels highlighted in the Plan are of the highest importance to the organization. HMFP is open to waiting on the other parcels if need be.

*Mailing Address*  
P. O. Box 21758  
Hilton Head Island, SC 29925

We are thankful for the long-standing partnership with the Town of Hilton Head. Thank you in advance for your consideration in this matter. Please do not hesitate to contact me at [award@exploremitchelville.org](mailto:award@exploremitchelville.org) or my cell: 205-276-5376 if you desire any additional information.

*Office Address*  
536 William Hilton Parkway,  
Suite 134  
Hilton Head Island, SC 29928

Sincerely,

[www.exploremitchelville.org](http://www.exploremitchelville.org)

Ahmad Ward  
Executive Director

*The Historic Mitchelville Freedom Park is a 501(c)(3) tax-exempt organization. Your contribution is tax-deductible to the extent permitted by law*

**PROPOSED ORDINANCE NO. 2021-21**

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE REGARDING FOUR (4) PARCELS, LOCATED ALONG BEACH CITY ROAD, TO HISTORIC MITCHELVILLE FREEDOM PARK, INC., RELATED TO REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND AND BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilton Head Island, South Carolina (“Town”) and Beaufort County (“County”), jointly own one or more parcels of real property along Beach City Road; and

**WHEREAS**, the Town has determined that it is in the best interests of the Town to provide for the preservation of these properties as part of the Historic Mitchelville Freedom Park (“Park”), and for the utilization of the Park as a cultural and historical museum; and

**WHEREAS**, on April 18, 2017, the Town adopted an ordinance, which entered into a Memorandum of Understanding and Lease with Historic Mitchelville Freedom Park, Inc. (“Mitchelville”, formerly known as: Mitchelville Preservation Project, Inc.) for the operation of a cultural and historical museum in the Town of Hilton Head Island; and

**WHEREAS**, on August 18, 2020, the Town approved a Master Plan and Business Plan for the development of the Historic Mitchelville Freedom Park and this Master Plan outlined additional parcels not included in the previous lease with the Town; and

**WHEREAS**, the Town and County purchased the four (4) parcels along Beach City Road for preservation due to their historical significance and leasing these parcels to Mitchelville is consistent with this purpose; and

**WHEREAS**, the Community Services & Public Safety Committee held a public meeting on March 28, 2022 at which time a presentation was made by Staff and an opportunity was given for the public to comment on the proposed lease; and

**WHEREAS**, after consideration of the Staff presentation and public comments, the Community Services & Public Safety Committee voted unanimously to recommend Town Council authorize the execution of the lease; and

**WHEREAS**, the Town Council of the Town is authorized to enter into leases of Town-owned land under the authority of S.C. Code Ann. Section 5-7-40 and Section 2-7-20, *Code of The Town of Hilton Head Island*, South Carolina (1983, as amended); and

**WHEREAS**, the Town Council for the Town has determined that it is in the best interests of the Town to authorize the execution and delivery of a Lease for four (4) parcels, jointly owned by the Town and Beaufort County and located along Beach City Road, which is described and attached hereto as Exhibit "B".

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL:**

**Section 1 - Execution, Delivery and Performance of Lease.**

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in substantial conformance with the attached Exhibit "A"; and
- (b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the Lease.

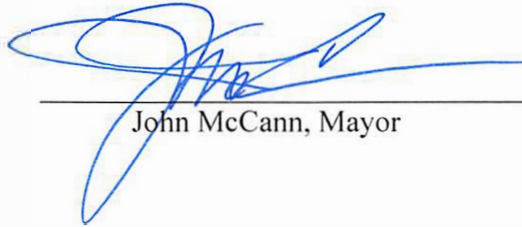
**Section 2 - Severability.**

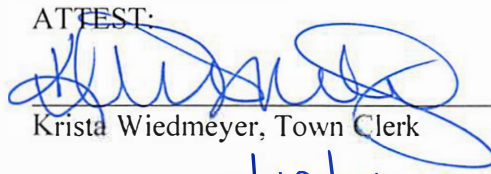
If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 3 - Effective Date.**

This Ordinance shall be effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS 3rd DAY OF May, 2022.**

  
\_\_\_\_\_  
John McCann, Mayor

ATTEST:  
  
\_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

First Reading: 4/19/22

Second Reading: 5/03/22

Approved as to form: \_\_\_\_\_  
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: William Harkin

**RESOLUTION 2021/ 11**

**A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS**

**WHEREAS**, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as the Beach City Road parcels (R510 005 000 010A 000, R510 005 000 010B 0000, R510 005 000 010I 0000, R510 005 000 0248 0000, R510 005 000 0329 0000) (“Property”) on Hilton Head Island under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 3149, Page 1500 and Deed Book 3210, Page 2689, Beaufort County, South Carolina; and

**WHEREAS**, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

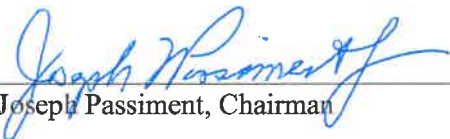
**WHEREAS**, the County and Town approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan dated February 2020, which illustrates the use of the Property by the Historic Mitchelville Freedom Park and is attached hereto and incorporated by reference as “Attachment A”; and

**WHEREAS**, the County, Town and the Historic Mitchelville Freedom Park wish to enter into a long-term lease agreement, which details the intended use, management, maintenance and operation of the Property for public access, education and interpretation.


**NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the Interim County Administrator to execute the Beach City Road Parcels Lease Agreement with the Town of Hilton Head Island and the Historic Mitchelville Freedom Park, attached hereto as “Attachment B” and incorporated herein fully as if repeated verbatim.

Adopted this 12<sup>th</sup> day of April, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

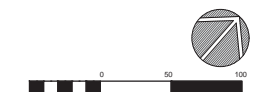
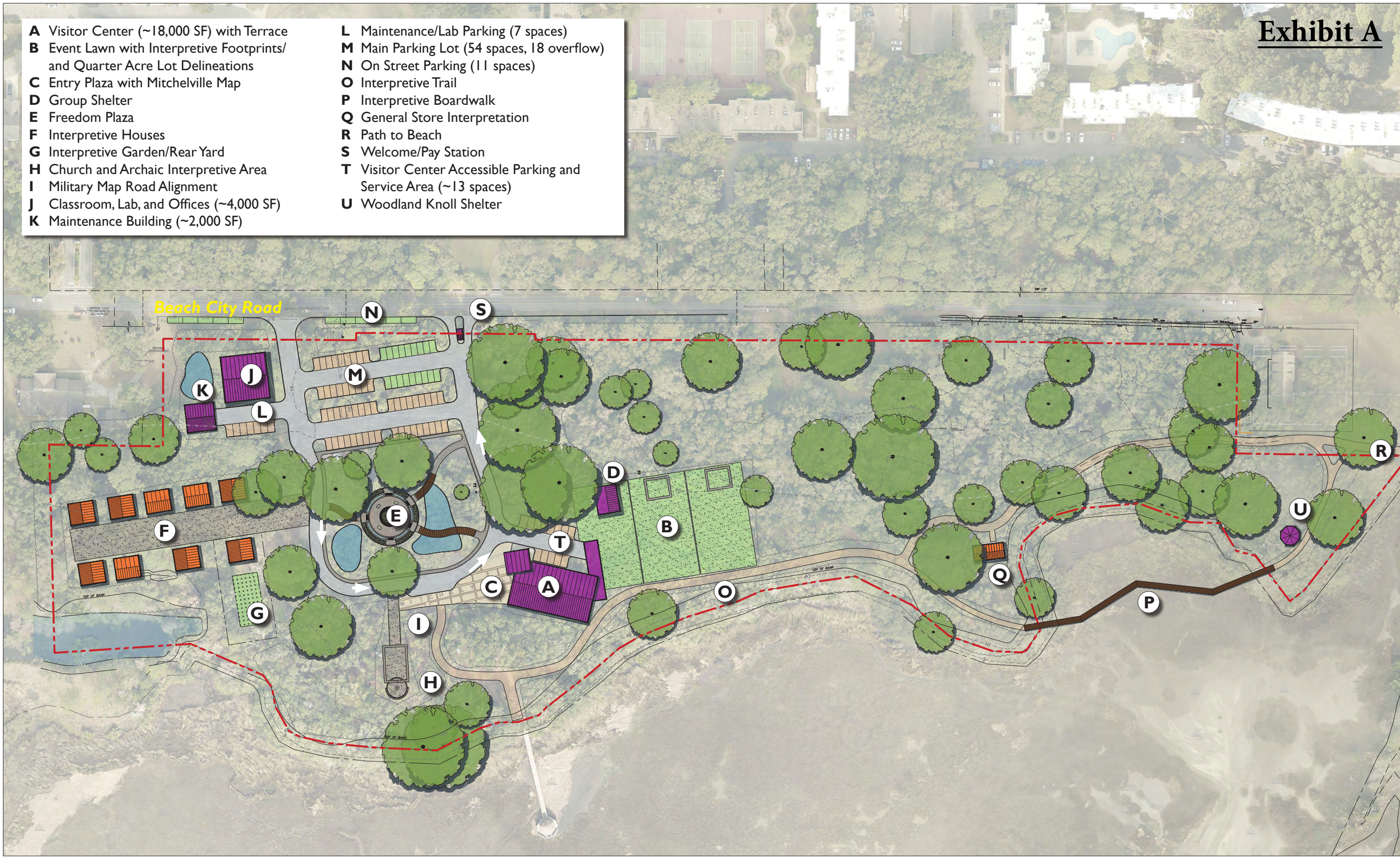
BY:   
Joseph Passiment, Chairman

ATTEST:

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

# Exhibit A

- A** Visitor Center (~18,000 SF) with Terrace
- B** Event Lawn with Interpretive Footprints/ and Quarter Acre Lot Delineations
- C** Entry Plaza with Mitchelville Map
- D** Group Shelter
- E** Freedom Plaza
- F** Interpretive Houses
- G** Interpretive Garden/Rear Yard
- H** Church and Archaic Interpretive Area
- I** Military Map Road Alignment
- J** Classroom, Lab, and Offices (~4,000 SF)
- K** Maintenance Building (~2,000 SF)
- L** Maintenance/Lab Parking (7 spaces)
- M** Main Parking Lot (54 spaces, 18 overflow)
- N** On Street Parking (11 spaces)
- O** Interpretive Trail
- P** Interpretive Boardwalk
- Q** General Store Interpretation
- R** Path to Beach
- S** Welcome/Pay Station
- T** Visitor Center Accessible Parking and Service Area (~13 spaces)
- U** Woodland Knoll Shelter



LEASE AGREEMENT  
BEACH CITY ROAD PARCELS

This Lease Agreement is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2021, by and between Beaufort County (“Co-Lessor”), the Town of Hilton Head Island (“Co-Lessor”) and Historic Mitchelville Freedom Park, a non-profit South Carolina Corporation (“Lessee”);

WHEREAS, Co-Lessors jointly acquired the 5.29 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit A attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Co-Lessors and Lessee wish to enter into this Agreement, which details the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Co-Lessors have approved the Lessee’s “*Landscape and Interpretive Master Plan*” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, CO-LESSORS do hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. TERM: The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of the Co-Lessors and Lessee.
2. ASSIGNMENT OR SUB-LEASE: Lessee shall not assign or sublet the leased premises without the prior written approval of Co-Lessors. This will not prevent Lessee from renting some or all of the Property for special events as discussed herein.
3. ACCESSIBILITY: The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from \_\_\_\_\_ to \_\_\_\_\_, Monday through Sunday. Exceptions may be approved by the Lessee. The Lessee may charge fees for access and/or parking and/or other events or uses of buildings and structures located on the Property.
4. IMPROVEMENTS: Lessee, at their sole expense, shall build, erect or construct the permanent improvements as illustrated in the *Landscape and Interpretive Master Plan* as dated February 2020. Any improvements that Lessee may wish to construct that are not included in the aforementioned master plan will require approval of Co-Lessors prior to any construction. In the event of termination of this Agreement,

Lessee will retain ownership of any and all improvements on the Property, however those improvements will be removed from the Property at the Lessee’s expense and the Property will be returned to its original condition.

- 5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage, and use the leased premises as a public park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-park purposes without providing advanced notice to the Co-Lessors.

Special events, programming, historic/interpretive tours, community engagement and the like are permitted on the Property and will comply with any Town of Hilton Head Island rules, regulations, codes and/or ordinances that may apply. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be used for the maintenance, management, and operations of the Historic Mitchelville Freedom Park. Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the Property without the prior written approval of Co-Lessors. It is clearly understood by the Lessee and Co-Lessors that events will be handled by the Lessee without advising or obtaining approval from the Co-Lessors and will be properly managed to protect the assets of the Property.

- 6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee.
- 7. MAINTENANCE: Lessee shall at all times maintain the premises in a condition suitable for use by the public as a park. Lessee shall not cause or suffer any nuisances or dangerous or hazardous conditions at any time. The cost of minor and major maintenance of any improvements built, erected or constructed by the Lessee shall be at the sole expense of the Lessee.

- 8. NOTICE: Any applicable notices shall be directed towards the following:

To Beaufort County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
To Town of Hilton Head Island:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928



To Historic Mitchelville Freedom Park:      Historic Mitchelville Freedom Park  
Attn: Executive Director  
P.O. Box 21758  
Hilton Head Island, SC 29925

- 9. INSURANCE: The Lessee shall at all times carry and pay the premium for insurance no less than \$1,000,000 in general liability insurance coverage for each occurrence and no less than \$2,000,000 general liability insurance in the aggregate. Beaufort County shall be named as an additional insured on the Lessee’s insurance policy and said policy will be provided to Co-Lessors every year upon renewal.
  
- 10. DEFAULT: Failure of Lessee to maintain and use the Property as described in this Agreement shall constitute default of this Agreement. Upon default has occurred, Co-Lessors shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the Historic Mitchelville Freedom Park Executive Director. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Co-Lessors the right to terminate this Agreement, and the Property shall revert to the Co-Lessors.

*Signatures on following page*

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED AND SEALED IN THE

PRESENCE OF:

BEAUFORT COUNTY

\_\_\_\_\_  
1<sup>ST</sup> Witness

BY: \_\_\_\_\_

Name: Eric Greenway  
Title: Interim County Administrator

\_\_\_\_\_  
2<sup>nd</sup> Witness

THE TOWN OF HILTON HEAD ISLAND

\_\_\_\_\_  
1<sup>st</sup> Witness

BY: \_\_\_\_\_

Name: Marc Orlando  
Title: Town Manager

\_\_\_\_\_  
2<sup>nd</sup> Witness

HISTORIC MITCHELVILLE FREEDOM PARK

\_\_\_\_\_  
1<sup>st</sup> Witness

BY: \_\_\_\_\_

Name: Ahmad Ward  
Title: Executive Director

\_\_\_\_\_  
2<sup>nd</sup> Witness

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT      )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Eric Greenway, appearing and acting as the Interim County Administrator of **Beaufort County**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )        PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Marc Orlando, appearing and acting as the Town Manager of the **Town of Hilton Head Island**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )        PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Ahmad Ward, appearing and acting as the Executive Director of the **Historic Mitchelville Freedom Park**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

**Exhibit A**  
*Legal Descriptions*

R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head

Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as “PARCEL 10A” on a survey entitled “Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina” dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

R510 005 000 010B 0000

All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled “A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White” dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as “1.917 Ac.” on a plat entitled “Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina” dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as “PARCEL 248” on a survey entitled “Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina” dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.

R510 005 000 0329 0000

All that certain piece, parcel or tract of land located on Hilton Head Island, Beaufort County, South Carolina, containing 1.22 acres, more or less, and reflected as Open Space of Parcel 10H, Beach City Road on plat prepared by Mark R. Renew, South Carolina Registered Land Surveyor No. 25437, dated September 10, 2007, and recorded September 18, 2007, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 121 at Page 171.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Discussion of Ordinance to provide maintenance work on private roads.
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – August 22, 2022
<b>PRESENTER INFORMATION:</b>
Neil J. Desai, P.E., Public Works Director Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
<b>ITEM BACKGROUND:</b>
Per direction from the County Administrator, Public Works & Legal Department were tasked with creating a one-time work effort on private roads.
<b>PROJECT / ITEM NARRATIVE:</b>
Based on research from public works departments throughout the state and from various statewide municipal and county attorneys, both the Public Works Department and the Legal Department created the proposed ordinance that allows maintenance work efforts on countywide private roads. Originally, brought to Public Facilities Committee in April, the committee request to come back to in a few months after revisiting this issue.
<b>FISCAL IMPACT:</b>
Fiscal impact to the County will vary from situation to situation. For example, a small fallen tree will require minimum effort and expenditure of County funds versus a private road needing crusher run or gravel.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Public Works Director recommends approval of Ordinance.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation to approve new Ordinance for work on private roads. <i>Next Steps – A majority vote for acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>

## ORDINANCE 2022/\_\_\_\_\_

AN ORDINANCE TO PROVIDE FOR LIMITED CIRCUMSTANCES WHERE COUNTY  
STAFF MAY PERFORM WORK ON PRIVATE PROPERTY

WHEREAS Beaufort County Council hereby finds that under limited circumstances, public resources may be properly used on private property; and

WHEREAS County Council wishes to define the circumstances and limitations under which such resources may be used;

NOW, THEREFORE, be it ordained by Beaufort County Council, in meeting duly assembled, as follows:

I. Emergency maintenance of roads.

(a) No work may be performed on any roadway not already maintained by the County unless the county administrator determines that access to such roadway is necessary for the performance of one or more public functions, that the work would constitute a public purpose that and the following conditions exist:

(1) Such a roadway is the only access for one (1) or more property owners or residences, and

(2) Emergency medical services, sheriff department vehicles and other County vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and

(3) At least one (1) of the properties to be accessed is used as a primary residence.

(b) Any work pursuant to this section will be done on a one-time basis only. In such cases, the County Department of Public Works is limited to the minimum improvements that will allow full and immediate access to the affected residences. Crusher run, gravel, pipe or other materials will not be routinely provided.

II. Other use of public resources on ostensibly private property.

The County Administrator may also direct the use of public forces and resources if he/she makes a finding that such is necessary in the following circumstances:

(a) In the event of a declared national emergency or natural disaster such as floods, tornadoes, hurricanes, earthquakes, or other acts of God or manmade disasters of similar consequences, such as explosions, fires, pollution, and other dangerous conditions; and

(b) For use upon borrow pits purchased, donated, or leased to the county for construction materials, and roads providing access thereto; and

- (c) To clean up, repair or resurface property which has been damaged or altered by the parking, storage, or transporting of county equipment or material; and
- (d) To settle or compromise litigation that is threatened or instituted because of some condition created by or for which the County is legally responsible or liable; and
- (e) For temporary detours or bypasses while County roads or bridges are being constructed, repaired, resurfaced, or maintained; and
- (f) To aid municipalities, special purpose districts, and special tax districts within Beaufort County in the construction, repair, or maintenance of roadways or other projects located within municipal or district boundaries; and
- (g) To provide minimally necessary ingress and egress, such determination to be made at the sole discretion of either the prevailing Fire Chief within that district or the EMS Director or his/her designee, when a public health or medical emergency exists or upon request and certification signed by licensed medical doctor that an urgent medical need exists or by a licensed funeral director that a need exists for receiving or burial of a deceased person. The Fire Chief or EMS Director is to furnish to the County Administrator a statement showing the name of the property owner, the property address, the request, and certification from the licensed professional, and the materials, labor, and equipment used within five business days of completing such work.
- (h) With the exception of the above seven instances, no use of County equipment upon private property shall be permitted, Additionally, any private road that services a commercial property there shall be no use of County equipment. Any County official or employee violating these rules and regulations shall be subject to disciplinary action by the County Administrator and any violations of the rules and regulations contained herein shall be reported to County Council by the County Administrator, provided, however, nothing contained herein shall be construed or interpreted in any manner to restrict the use of County equipment for the ordinary County purposes as provided by law.

IT IS SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Joseph Passiment, Council Chair

Attest:

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





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT</b>
County Council; September 26, 2022
<b>PRESENTER INFORMATION:</b>
Brittany Ward, Interim County Attorney 10 Minutes
<b>ITEM BACKGROUND:</b>
County Council approved first reading (10-1) in Matters Arising Out of Executive Session on September 12, 2022.
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County owns property located at 1407 King Street and at 600 Wilmington Street ("Property"). The properties were publicly advertised for sale. One developer has been chosen as the successful bidder. The County will work with the developer (who has agreed) to place covenants and restrictions on the Wilmington Street property to ensure that it is dedicated to work force and affordable housing and that this property is fully developed and leased before vertical construction begins on the King Street property.
<b>FISCAL IMPACT:</b>
Sale of 1407 King Street - \$275,000 Sale of 600 Wilmington Street - \$780,000
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve sale of Property
<b>OPTIONS FOR COUNCIL MOTION:</b>
Approve at Second Reading

**ORDINANCE 2022/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT**

**WHEREAS** Beaufort County (“County”) is the owner of certain real property located at 1407 King Street with TMS No. R120 004 000 0598 0000 and 600 Wilmington Street with TMS No. R120 004 000 0599 0000, totaling approximately 2.36 acres more or less; collectively hereinafter the “Property”; and

**WHEREAS** the County recognizes that work force and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

**WHEREAS** the County desires to sell 1407 King Street for \$275,000 and 600 Wilmington Street for \$780,000; and

**WHEREAS** the County will (i) place contractual obligations on the purchaser to ensure that the housing which is constructed on 1407 Wilmington Street is dedicated to work force and affordable housing; (ii) ensure that covenants and restrictions are placed on the Wilmington Street property to provide additional reassurance that it will be used for work force and affordable housing in the future; and (iii) ensure that construction and leasing of the Willington Street property is complete before vertical construction is commenced on the King Street property; and

**WHEREAS** County Council finds that it is in the best interest of the citizens and residents of Beaufort County to sell the Property as described herein.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, that the County Administrator is hereby authorized to execute any and all documents necessary for the sale of county owned real properties identified as 1407 King Street and 600 Wilmington Street on substantially the same terms as set forth herein above.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS</b>
<b>MEETING NAME AND DATE:</b>
Finance Committee; September 19, 2022
<b>PRESENTER INFORMATION:</b>
Patsye Greene, Registrar of Deeds 10 minutes
<b>ITEM BACKGROUND:</b>
Property Identification number assigned by the Tax Assessor's office is the currently accepted standard for real property identification and should be required on all deeds.
<b>PROJECT / ITEM NARRATIVE:</b>
Requiring (PIN) property identification number on all deeds
<b>FISCAL IMPACT:</b>
No fiscal impact
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to Council for First Reading

**ORDINANCE 2022/\_\_\_\_\_**

**AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS**

**WHEREAS**, the correct identification of real property, for which deeds and other instruments are recorded to prove ownership or other interest in such property, is critical for the maintenance of accurate land ownership records to protect the rights and interests of our citizens, for taxation and for other governmental purposes; and

**WHEREAS**, Property Identification Number (“PIN”) assigned by the Tax Assessor’s Office is the currently accepted standard for such real property identification; and

**WHEREAS**, to correctly identify the real property in a deed the text needs to be amended to require all deeds to include a PIN, whereby the deleted text is struck through and the added text is underlined, as follows:

**Sec. 2-619. Property identification number required on deeds.**

(a) All deeds, ~~except~~ including quit claim deeds, which are submitted for recording to the register of deeds for the county shall have included in the property description section thereof the current county property identification number (PIN) of the subject property, which shall include the district, map, and parcel numbers as assigned by the county tax assessor. It shall be the responsibility of the deed preparer, as indicated in the preparation clause, to obtain the proper PIN prior to recording.

**WHEREAS**, the Beaufort County Council finds it is appropriate to amend the text as provided for herein in order to protect the rights and interests of our citizens.

**NOW, THEREFORE, BE IT ORDAINED**, in a meeting duly assembled, hereby approves a text amendment to the Beaufort County Code of Ordinances Chapter 2, Article VIII, Division 2, Section 2-619 as described herein.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of approval of an Ordinance to amend Beaufort County Ordinance 2022/33 for the fiscal year 2022-23 Beaufort County budget to provide for distributions from Myrtle Park Phase II Fund and other matters related thereto.
<b>MEETING NAME AND DATE:</b>
Finance Committee 09/19/2022
<b>PRESENTER INFORMATION:</b>
Brittany Ward Interim County Attorney and Hayes Williams Chief Financial Officer 15 minutes
<b>ITEM BACKGROUND:</b>
This is a discussion of the purchase, development and sale of Myrtle Park Phase II.
<b>PROJECT / ITEM NARRATIVE:</b>
The Myrtle Park property was purchased in 2014 with the intention of developing the site. Total site and development costs were \$1,772,584. To pay for the development, funding came from Economic Development Contributions totaling \$1,233,167, Beaufort County sales of other properties \$668,576, payment of interest on a loan from the debt service fund \$160,000 and interest of \$31,397. The property was sold on 05/20/2022 for net proceeds of \$599,979.19.
<b>FISCAL IMPACT:</b>
Beaufort County put a substantial amount of capital into this project \$828,576. Staff feels that the County should be reimbursed for its investment in the property.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends to close fund 4807 Myrtle Park Phase II with distributions as follows: \$160,000 transfer to debt service fund (to cover interest payment for the development of the Park), \$668,576 to be transferred to the General Fund (representing the two properties sold to finance the Park) to be allocated as County Council advises, and \$92,094 to be transferred to Site and Job Fund.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny "Recommendation of approval of an Ordinance to amend Beaufort County ordinance 2022/33 for the fiscal year 2022-23 Beaufort County budget to provide for distributions from Myrtle Park Phase II Fund and other matters related thereto."  Move forward to Council for First Reading/Approval/Adoption on 09/26/2022

**ORDINANCE 2022/\_\_\_\_**

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR DISTRIBUTIONS FROM MYRTLE PARK PHASE II FUND AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, on June 27, 2022, Beaufort County Council adopted Ordinance No. 2022/33 which set the County's FY 2022-2023 budget and associated expenditures; and

**WHEREAS**, it has been determined to be necessary and proper to appropriate certain funds for expenses which are immediate in need; and

**WHEREAS**, Council wishes to distribute the remaining funds from the Myrtle Park Phase II Fund; and

**WHEREAS**, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2022-2023 Beaufort County Budget Ordinance 2022/33 is hereby amended as follows:

1. The sum of \$160,000 is hereby appropriated from Fund Balance (Fund 4807) for the repayment of interest payments related to development of the Myrtle Park site; to be transferred to the Debt Service Fund (Fund 3000).
2. The sum of \$668,576 is hereby appropriated from Fund Balance (Fund 4807) for repayment to Beaufort County for the sale of two properties used to development of the Myrtle Park site; to be transferred to the General Fund (Fund 1000).
3. The sum of \$92,094 is hereby appropriated from Fund Balance (Fund 4807) for use of Economic Development; to be transferred to the Site and Job Fund (Fund 1010).

DONE this \_\_\_\_\_ day of September, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

First Reading:  
Second Reading:

Public Hearing:  
Third Reading





Myrtle Park Phase II  
Recap of funding sources and capital outlay from Beaufort County

Cost of development			
Purchase 7.7 Acres Kittie's Landing LLC	3/18/2014	\$	1,155,748
Site development costs	life of project		410,021
Professional Services	2016 expenses		46,815
Loan 1176 interest	8/5/2016		80,000 *1
Loan 1176 interest	1/26/2018		80,000 *1
Total cost to develop			<u>1,772,584</u>
Economic Development Contributions			
Hargray	9/30/2013	\$	325,000
Palmetto Electric Cooperative Inc.	11/19/2013		400,000
Berkeley Electric Cooperative	1/7/2014		33,333
Central Electric Power Cooperative Inc.	1/7/2014		12,834
Palmetto Electric Cooperative Inc.	12/5/2014		150,000
Central Electric Power Cooperative Inc.	1/6/2015		12,000
Department of Commerce	1/26/2015		150,000
Hargray	11/6/2015		150,000
Total Economic Development Contributions			<u>1,233,167</u>
Amount not funded with development credits			<u>(539,416)</u>
<hr/>			
Beaufort County contributions			
Sale of 5 acres A-1A located in Bluffton Technology Park	6/30/2014		459,340
Sale of Lady's Island Convenience Center	6/25/2014		209,236
Loan 1176 interest - paid from Debt Service Fund	8/5/2016		80,000
Loan 1176 interest - paid from Debt Service Fund	1/26/2018		80,000
Total Beaufort County Contributions			<u>828,576</u>
Other Funding			
Mortgage Proceeds	9/10/2015		4,000,000
Mortgage Repayment	9/7/2017		(4,000,000)
Interest	life of project		31,531
Total other Funding			<u>31,531</u>
Sale of Myrtle Park Property			<u>599,979</u>
Total in equity in pooled cash			<u>\$ 920,670</u>
Suggested distribution by staff			
Transfer Debt Service Fund for loan interest paid by Debt Service Fund		\$	160,000
Transfer General Fund - For sales of Bluffton Technology Park & Lady's Island Convenience Center			668,576
Transfer Site and Job Fund - includes interest for life of project of \$31,531			92,094
			<u>\$ 920,670</u>

\*1 - Loan 1176 to develop Myrtle Park \$4,000,000 issued 09/07/2015; Beaufort County did not use refunded 08/07/2017; Loan from Santee Cooper Interest paid from debt service fund. I believe it should have been paid as development costs in fund 4807



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of approval of an Ordinance to amend Beaufort County Ordinance 2022/33 for the fiscal year 2022-23 Beaufort County budget to provide for additional appropriations to pay for fiscal year 2022 carryovers, use of fund balance for property acquisition and transportation projects, and the use of current year funds for capital projects and equipment purchases, defease/refund General Obligation Bonds, and other matters related thereto.
<b>MEETING NAME AND DATE:</b>
Finance Committee 09/19/2022
<b>PRESENTER INFORMATION:</b>
Hayes Williams, Chief Financial Officer 20 minutes
<b>ITEM BACKGROUND:</b>
Based on current financial needs of Beaufort County, Administration recommends a budget amendment.
<b>PROJECT / ITEM NARRATIVE:</b>
During the first several months of Fiscal Year 2023, it has become apparent that a budget amendment needed to be proposed to Council. It consists of three categories. First, Carryover from Fiscal Year 2022, this represent projects and capital equipment that could not be completed by the Fiscal Year End 2022, totaling \$2,531,417. The second represents use of the General Fund – Fund Balance to purchase 1505 North Street (to include related closing costs) and fund the Transportation Project which would start the planning and engineering needed for Beaufort County’s upcoming road and transportation needs totaling \$6,630,000. The last piece is use of current year funding and includes use of local Hospitality and Accommodation tax to put in lighting at the Boundary Street Tennis Courts, design and renovations of Broad River Fishing Pier, renovation of the Alljoy Boat Landing and Beach, establishing a pocket park for the Witness Oak on North Street and overall boat landing repairs totaling \$1,748,900. A new Traffic Engineer funded with gapped positions in the General Fund totaling an estimated \$90,000 (including salary and benefits). Fund a contract with SouthernCarolina Regional Development Alliance, totaling \$120,000 to be funded with estimated surpluses in the General Fund. Fund the Retiree Litigation Claims, totaling \$186,840, to be funded with estimated surpluses in the General Fund. A feasibility study of the Saint Helena Performing Arts Center, totaling \$66,000 to be funded with ARPA funding. A purchase of a CAT Motograder using capital Fund surpluses and closing out Capital Project Funds 4008 and 4009 totaling \$246,147. Defease/ refund General Obligation bonds, totaling \$1,747,193 to be funded by projected surplus in Fund 3000. Defease/ refund General Obligation bonds for the purchase of Real Property, totaling \$1,523,586 to be funded by projected surplus in Fund 2003.
<b>FISCAL IMPACT:</b>
See attached listing
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the motion to carry to County Council.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny “the Budget Amendment”

Move forward to Council for First Reading/Approval/Adoption on September 26, 2022.

**ORDINANCE 2022/ \_\_\_\_**

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS TO PAY FOR FISCAL YEAR 2022 CARRYOVERS, USE OF FUND BALANCE FOR PROPERTY ACQUISITION AND TRANSPORTATION PROJECTS, AND THE USE OF CURRENT YEAR FUNDS FOR CAPITAL PROJECTS AND EQUIPMENT PURCHASES, DEFEASE/ REFUND GENERAL OBLIGATION BONDS AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, on June 27, 2022, Beaufort County Council adopted Ordinance No. 2022/33 which set the County's FY 2022-2023 budget and associated expenditures; and

**WHEREAS**, it has been determined to be necessary and proper to appropriate certain funds for expenses which are immediate in need; and

**WHEREAS**, Council wishes to appropriate these additional funds from the General Fund - Fund Balance, projected surpluses in the General Fund, current year Local Hospitality and Accommodations Taxes, the closing of Funds 4008 and 4009, the use of ARPA funding, the use of projected surpluses in the Debt Service Fund and the Purchase of Real Property Fund, and use of the surplus in the capital project fund; and

**WHEREAS**, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2022-2023 Beaufort County Budget Ordinance 2022/33 is hereby amended as follows:

1. The sum of \$2,531,417 is hereby appropriated from General Fund - Fund Balance for completing capital projects and equipment carried over from Fiscal Year 2022.
2. The sum of \$6,630,000 is hereby appropriated from General Fund - Fund Balance for purchasing 1505 North Street (to include additional closing costs) and the Future Transportation Project.
3. The sum of \$1,748,900 is hereby appropriated from current year funding of Local Accommodations and Hospitality Tax Funds for Boundary Street Tennis Court lighting, design and renovations of Broad River Fishing Pier, renovations of the Alljoy Boat Landing, to build a pocket park for the Witness Oak on North Street, boat landing repairs at large.
4. The sum of \$396,840 for a new Traffic Engineer, the Southern Carolina Regional Development Alliance contract, and the Retiree Litigation claims to be funded from projected surpluses in the General Fund.
5. The sum of \$66,000 for the Saint Helena Island Performing Arts Center Feasibility Study to be funded from the ARPA Fund.

- 6. The sum of \$246,147 for the purchase of a motograder to be funded from the Capital Fund Surplus and closing down Capital Project Funds 4008 and 4009.
- 7. The sum of \$1,747,193 to defease/ refund General Obligation Bonds to be funded from projected surpluses in the Debt Service Fund.
- 8. The sum of \$1,523,586 to defease/ refund General Obligation Bonds to be funded from projected surpluses in the Purchase of Real Property Fund.

The funds are to be appropriated for fiscal year 2023.

DONE this \_\_\_\_\_ day of September, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading



Beaufort County  
Carryover Budget from 2022 to 2023

PO#	Org and object Codes	Vendor Name	Order Amount	Balance	RO/CO	Notes
<b>Fleet</b>						
<a href="#">20220592</a>	10001301-54000	VIC BAILEY FORD	149,826.00	\$ 149,826	Carryovers	F-550 RPLC 22995 - May 16 produced, vehicle required to provide to First Vehicle per contract (Closeout)
<a href="#">20230286</a>	10401301-54000	MATTHEWS MOTORS	139,480.00	139,480	Carryovers	Dodge Ram 5500- need to pay - (formally PO#20220592)
<a href="#">20220961</a>	10401301-54000	ALAN JAY FLEET SALES	60,145.01	55,743	Carryovers	2500 Pick up truck ( Need to pay ) Delivered beginning FY23
				<u>345,049</u>		
<b>Public Works</b>						
<a href="#">20220765</a>	10001301-51170	MCSWEENEY ENGINEERS, LLC	13,360.00	8,050	Carryovers	Wimbee and Broadriver Fishing Pier
<a href="#">20220578</a>	10001301-51170	JON GUERRY TAYLOR AND ASSOCIATES INC.	10,500.00	6,275	Carryovers	Rollover - HE Trask Construction Admin
<a href="#">20221074</a>	10001301-54000	TIGER CORPORATION	245,072.56	245,073	Carryovers	Delivered in August
<a href="#">20220318</a>	10001301-54000	TIGER CORPORATION	218,622.40	218,622	Carryovers	Ordered in March - Delivery in Feb 2023
<a href="#">20221226</a>	10001301-51170	R.L. MORRISON & SONS	288,609.00	251,967	Carryovers	Received invoice -waiting on Final Inspection
<a href="#">20221290</a>	10001301-51170	PW GARAGE AWNING PROJECT	80,216.00	80,216	Carryovers	Johns Crew Construction
		<b>Total Garage</b>		<u>810,203</u>		
<b>Sheriff</b>						
20221122	10001201-52612	FORMS & SUPPLY INC.	133,756.19	133,756	Carryovers	FURNITURE FOR BCSO COURTHOUSE RENOVATION
		<b>Total Sheriff</b>		<u>133,756</u>		
<b>Animal Shelter</b>						
20220396	10001270-54000	VIC BAILEY FORD	46,106.00	46,106	Carryovers	2021 Ford F-250 Replacement for A #18965
		<b>Total Animal Shelter</b>		<u>46,106</u>		
<b>Facility Maintenance</b>						
20220052	10001310-51160	RMF ENGINEERING, INC.	4,532.27	4,093	Carryovers	Admin Building HVAC A&E Services
20220094	10001310-51160	BEAUFORT DESIGN BUILD LLC	38,750.00	3,824	Carryovers	Admin Building Roof Project A&E Services
20220358	10001310-51160	RMF ENGINEERING, INC.	4,532.27	4,532	Carryovers	Admin Building A&E Services
20220386	10001310-51130	RMF ENGINEERING, INC.	2,693.16	5,393	Carryovers	Courthouse HVAC A&E Services
20220551	10001310-54200	VIC BAILEY FORD	27,409.00	27,409	Carryovers	250 Ford Van-scheduled for production 6/13/22
20220670	10001310-51160	RMF ENGINEERING, INC.	23,770.07	6,260	Carryovers	Burton Wells HVAC A&E Services
20220786	10001310-51160	CDDC, LLC	15,000.00	15,000	Carryovers	Myrtle Park Generator design A&E Services
20220919	10001310-52010	SOUTHERN FOLGER DETENTION EQUIP CO	6,249.00	6,249	Carryovers	Detention Center metal slider
20221022	10001310-54200	ALAN JAY FLEET SALES	38,755.00	38,755	Carryovers	2022 Ford Transit Van Scheduled for 6/15/22
20221023	10001310-54200	KEMO MANUFACTURING LLC	17,533.69	17,534	Carryovers	Flatbed utility trailer
20221240	10001310-51130	ADVANCED DOOR SYSTEMS	29,012.23	29,012	Carryovers	Detention Center Storage Room Doors
20221241	10001310-51130	G2GC, LLC	17,935.92	17,936	Carryovers	Lind Brown Center containment/repairs
20221223	10001310-51130	PETROLEUM RECOVERY SERVICES, INC.	25,912.72	25,913	Carryovers	1000 GALLON FUELK TANK
20221225	10001310-51130	VERTIV CORPORATION	7,228.23	7,228	Carryovers	BIV# 3 UPS
20221246	10001310-51130	TRANE COMFORT SOLUTIONS	7,508.00	7,508	Carryovers	Government South HVAC
20221248	10001310-51130	SOUTHERN FENCE	26,795.00	26,795	Carryovers	Shell Point Gate
20220624	10001310-51130	CREECH & ASSOCIATES, PLLC	112,965.00	112,965	Carryovers	Boat Landing Study-
		<b>Total Facilities maintenance</b>		<u>356,406</u>		

**Parks and recreation**

10001600-51130			125,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
10001600-54420			175,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
10001604-51130			50,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
10001604-54420			85,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
20220785 10001600-54000	VIC BAILEY FORD	30,899.00	30,899	Carryovers	2022 Ford F250
20220825 10001600-54000	VIC BAILEY FORD	30,899.00	30,899	Carryovers	2022 Ford F250
	<b>Total Parks &amp; recreation</b>		<u>496,798</u>		

**Emergency Medical Services**

20220701 10001230-54000	NORTHWESTERN EMERGENCY VEHICLES, INC	310,878.00	<u>310,878</u>	Carryovers	PO Rollover 20211354 Ambulance (2) - Remount
	<b>Total Emergency Medical Services</b>		<u>310,878</u>		

**Finance**

20221236 10001111-54200	MUNIS-TYLER	32,221	<u>32,221</u>	Carryovers	Purchase project accounting module from Munis
	<b>Total Carryovers</b>		<u>\$ 2,531,417</u>		



Beaufort County  
Use of Fund Balance  
FY 06/30/2023

Purchase 1505 North Street - Federal Court House Parking Lot      \$      630,000 Fund 1000

Transportation project

To include Triangle Preliminary Design, SC 46 Improvements,  
Reimagine Ribaut Road, Safety, Intelligent Transportation system      \$      6,000,000 Fund 1000

Beaufort County  
Use of current year funding  
FY 06/30/2023

Boundary Street, Tennis Court Lighting	\$ 108,900	Htax Atax	Fund 2001 & 2002
Alljoy Boat Landing	1,100,000	Htax Atax	Fund 2001 & 2002
Pocket park Witness Tree	40,000	Htax Atax	Fund 2001 & 2002
Boat landing repairs	500,000	Htax Atax	Fund 2001 & 2002
Total Htax Atax	<u>\$ 1,748,900</u>		
Traffic Engineer (salary plus benefits)	<u>\$ 90,000</u>	Funded with gapped positions	Fund 1000
SouthernCarolina Regional Development Alliance - contract payment	<u>\$ 120,000</u>	Funded with estimated surplus	Fund 1000
Retiree Litigation Claims	<u>\$ 186,840</u>	Funded with estimated surplus	Fund 1000
Saint Helena Island Performing Arts Center Feasibility Study	<u>\$ 66,000</u>	ARPA	Fund 2330
Purchase of Motorgrader			
CAT Motorgrader 120 - 1	\$ 147,362	2013 Bond Closing	Fund 4008
CAT Motorgrader 120 - 1	80,134	2014 Bond Closing	Fund 4009
CAT Motorgrader 120 - 1	18,650	Capital Fund Surplus	Fund 1040
Total cost of motorgrader	<u>\$ 246,147</u>		
Defease/ refund bonds from surplus	<u>\$ 1,747,193</u>	Surplus in debt service fund	Fund 3000
Defease/ refund bonds from surplus	<u>\$ 1,523,586</u>	Surplus in puchase of real property	Fund 2003
	<u>\$ 5,728,666</u>		



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY</b>
<b>MEETING NAME AND DATE:</b>
County Council; September 26, 2022
<b>PRESENTER INFORMATION:</b>
Brittany Ward, Interim County Attorney 10 Minutes
<b>ITEM BACKGROUND:</b>
Public Facilities Committee voted unanimously recommended approval to County Council <i>September 19, 2022</i>
<b>PROJECT / ITEM NARRATIVE:</b>
The County and Town of Hilton Head Island have negotiated terms of an exchange of several real properties located on Hilton Head Island. The County owned properties are the location of several active park facilities which are currently maintained by the Town. The Town owned properties are located at or adjacent to County owned or maintained docks and piers.
<b>FISCAL IMPACT:</b>
Exchange of properties has no financial impact. The County and Town find the value of the properties to each entity is sufficient compensation and neither party is requesting additional monetary compensation.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the exchange of properties with the Town of Hilton Head Island.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Not Approve Move forward to Council for Second Reading

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY**

**WHEREAS**, Beaufort County (“County”) is the current owner of the real properties known and described as follows:

- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 0005 0000
- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 019G 0000
- 152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000
- 152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000

**WHEREAS**, the Town of Hilton Head Island (“Town”) is the current owner of the real properties known as described as follows:

- 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0650 0000
- 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0309 0000
- 43 Jenkins Road, Hilton Head Island with TMS No. R510 006 000 001C 00000

**WHEREAS**, the County and Town have negotiated the terms of an exchange of the real properties described above, said terms are substantially similar to the proposed Purchase and Sale Agreement in “Exhibit A” attached hereto and incorporated herein by reference: and

**WHEREAS**, Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to enter into a purchase and sale agreement for the mutual transfer of real properties by and between the County and the Town.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council hereby authorizes the County Administrator to enter into a purchase and sale agreement with the Town of Hilton Head Island for the sale and purchase of real property consisting of 68 Helmsman Way, 43 Jenkins Road, 70 Baygall Road, and 152 William Hilton Parkway.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

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



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

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date"), by and between BEAUFORT COUNTY, a subdivision of the State of South Carolina (the "County") and TOWN OF HILTON HEAD (the "Town"); hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WITNESSETH:

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

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

1. Real Property. The Parties agrees to sell and purchase the following real property:

Barker Field Properties

(a) Parcel A. The County is fee simple owner of the real property with the address of 70 Baygall Road, Hilton Head Island, South Carolina 29928, also currently identified as TMS No. R510 005 000 0005 0000, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel A").

(b) Parcel B. The County is fee simple owner of the real property immediately adjacent to the southern boundary of 70 Baygall Road, Hilton Head Island, South Carolina 29928, also currently identified as TMS No. R510 005 000 019G 0000, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel B").

Old School House Properties

(c) Parcel C. The Town and County are fee simple owners of the real property immediately adjacent to the southern boundary of 152 William Hilton Parkway, Hilton Head Island, South Carolina 29928, each holding a fifty percent (50%), undivided interest in the same, also currently identified as TMS No. R511 007 000 0070 0000, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel C").

(d) Parcel D. The Town and County are fee simple owners of the real property immediately adjacent to the southern boundary of 152 William Hilton Parkway, Hilton Head

**Island, South Carolina 29928**, each holding a fifty percent (50%), undivided interest in the same, also currently identified as **TMS No. R511 007 000 0247 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel D").

Cross Island Boat Landing

(e) *Parcel E.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0650 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel E"), provided that the County agrees that Parcel E shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

(f) *Parcel F.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0309 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel F"). That portion of Parcel F, as depicted in Exhibit B and as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement, will be conveyed to the County by the Town, provided that the County agrees that Parcel F shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

Jenkins Road Property

(g) *Parcel G.* The Town is fee simple owner of the real property located immediately adjacent to the eastern boundary of **43 Jenkins Road, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R510 006 000 001C 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel G").

The real properties in this Section shall hereinafter collectively be referred to as the "Properties".

2. **Purchase Price and Other Considerations.** The County shall sell and Town shall purchase Parcels A, B, C and D for a purchase price of Ten and XX/100 (\$10.00) Dollars, and for other good and valuable consideration; and the Town shall sell and County shall purchase Parcels E, F (only that portion depicted in Exhibit B, as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement) and G for a purchase price of Ten and

XX/100 (\$10.00) Dollars, and for other valuable consideration, as described in this Agreement (“Purchase Price”).

As further consideration in the inducement of this transaction, the County acknowledges that the Town will be allowed to participate in the final design and site layout of any improvements that may occur on Parcels E and F. The Town shall have the authority to review and approve project design characteristics to ensure that any proposed improvement is not inconsistent with the character of development on Hilton Head Island or is otherwise contrary to the best interests of the residents of Hilton Head Island. Such approval shall not be arbitrarily withheld. Additionally, the County warrants that as a permanent condition of the transfer of Parcels E and F, it shall ensure that the general public will have continued access to and use of the public boat launch and parking located on Parcels E and F. This obligation will be memorialized within the respective deeds from the Town to the County relative to the transfer of these parcels.

As further consideration in the inducement of this transaction, the Town agrees to support the County’s desire to enter into an agreement with the Island Recreation Association in order to ensure that the County will be able to obtain scheduling and use of the athletic fields located at what is known as Barker Field to the mutual satisfaction of both the County and the Island Recreation Association. If requested by the County, the Town shall place such support in writing.

4. **Conveyance and Due Diligence Period.** The Parties shall individually perform all due diligence on the Properties no later than sixty (60) days from the Effective Date. The Parties shall individually be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Properties. Title to the Properties shall be conveyed to each Party by limited warranty deed. Parties agree to convey marketable title free, and clear of all liens.

b) The County agrees that that portion of Parcel F, as depicted in Exhibit B and as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement, shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

Each Party shall have the responsibility to examine the title to the Properties. Each Party shall notify the other Party in writing of any title defects during the Due Diligence Period. The Party receiving notice of a title defect shall have thirty (30) 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 the notifying Party. The receiving Party shall provide the notifying Party communication in writing of receiving Party’s election to cure or decline to cure such defects noted by notifying Party within ten (10) days of receipt of notifying Party’s communication. Notifying Party shall then have five (5) days from the date of receiving Party’s communication to the termination of this Agreement for lack of sufficient cure to such defects. Absent receiving Party’s receipt of notice from notifying Party within said five (5) day period, all of the notifying Party’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.

c) Survey and Subdivision of Parcel F. The County shall be responsible for obtaining a survey of Parcel F by a licensed surveyor and is solely responsible for the cost



associated with the survey. The Town shall have the right to review and approve said survey prior to the Closing Date. The County shall also be solely responsible for both the cost and accomplishing any subdivision of Parcel F, as depicted in Exhibit B.

d) Property Sold “As Is”. The Parties acknowledge that the Properties are being sold “as is”, and that each Party has the opportunity to perform a full examination of the Properties prior to the Closing Date. Neither Party shall make any request to perform any tasks on the any Property, including but not limited to, removing vegetation or clearing timber.

e) Inspection. Parties hereby acknowledge and agree that each Party has or will thoroughly inspect and examine the Properties prior to closing. Each Party is responsible for obtaining inspection reports from qualified professionals to assess the Properties. Each Party and/or its agents shall have the privilege of going upon the Properties at any time during the existence of this Agreement to inspect, examine, and survey. Each Party assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **Closing**. The Closing occurs when the County and Town transfer the Purchase Price as described in Section 2, when County conveys interest in Parcels A, B, C, and D to Town, and when Town conveys interest in Parcels E, F, and G to County.

a) Closing Date. The Closing shall occur on or before December 15, 2022 (“Closing Date”) at the offices of County’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. The County 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 as applicable to the conveyance of Parcels E, G and F. The Town 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 as applicable to the conveyance of Parcels A, B, C, and D. Each Party shall be responsible for its own legal fees.

8. **Brokerage Fees**. The Parties represent that the Properties are 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.

9. **Delivery of Documentation**.

a) County shall deliver to Town at or before the Closing (at such times as Town may reasonably request) A limited warranty deed satisfactory in form and substance to counsel for Town, conveying fee simple title to Parcels A, B, C, and D free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a condition to Town’s obligation to consummate the purchase and sale herein contemplated.

b) Town shall deliver to County at or before the Closing (at such times as County may reasonably request) a limited warranty deed satisfactory in form and substance to counsel for County, conveying fee simple title to Parcels E, F and G, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a

condition to County’s obligation to consummate the purchase and sale herein contemplated.

c) Permitted Easements shall include easements found on surveys recorded with the Beaufort County Register of Deeds, utilities, or rights-of-way easements which are currently encumbering a property.

10. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of the Parties to purchase the Properties are expressly made subject to the conveying Party’s representation that as of the Closing Date the warranties and representations of conveying Party shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by receiving Party by written notice to conveying Party.

11. **Default.** If either Party 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 eith Party’s obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

12. **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 a Party, (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 COUNTY: Beaufort County  
Post Office Box 1228  
Beaufort, SC 29901  
Attn: County Administrator

Copy to: Beaufort County  
Post Office Box 1228  
Beaufort, SC 29901  
Attn: Brittany Ward , Beaufort County Deputy Attorney  
E-mail: bward@bcgov.net  
(843) 255-2059

TO TOWN: Town of Hilton Head Island  
1 Town Center Court  
Hilton Head Island, SC 29928  
Attn: Town Manager

Copy to: Town of Hilton Head Island  
1 Town Center Court  
Hilton Head Island, SC 29928  
Attn: Town Attorney

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

14. **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 agents shall be valid or enforceable unless embodied in this Agreement.

15. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

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 Lease 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 it 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 the 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:

COUNTY:

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

\_\_\_\_\_  
Eric Greenway  
Beaufort County Administrator

WITNESSES:

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

TOWN:

\_\_\_\_\_  
Marc Orlando  
*Hilton Head Town Manager*

DRAFT

<b>EXHIBIT A</b>
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**PROPERTY DESCRIPTION**

***Parcel A***

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 7.44 acres, more or less, and being more particularly described as follows, to wit:

Commencing at a point which is the intersection of the Northeastern right-of-way of South Carolina Highway No. 334 with the Eastern right-of-way of South Carolina Highway No. 335 and proceeds from said point of commencement in a Northeasterly direction along the Eastern right-of-way of said South Carolina Highway No. 335 on a course N 47°50'35" East for a distance of 1,342.87 feet to a concrete monument which marks the point of beginning; thence proceeding from said point of beginning and continuing along said South Carolina Highway No. 335 N 47°50'35" East for a distance of 261.0 feet to a concrete monument; thence proceeding N 47°50'35" East for a distance of 348.48 feet to a concrete monument; thence proceeding N 47°50'35" East for a distance of 260.92 feet to a concrete monument; thence proceeding N 47°59'35" East for a distance of 114.95 feet to a concrete monument; thence proceeding S 45°06'45" East for a distance of 291.60 feet to a concrete monument; thence proceeding S 49°49'35" West for a distance of 599.14 feet to a concrete monument; thence proceeding N 37°35'25" West for a distance of 736.00 feet to a concrete monument which marks the beginning.

***Parcel B***

All that certain piece, parcel or lot of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina assure and designate as Lot Number Eight and identified as belonging to Herbert Brown on a plat entitled "25.832 Acres for Heirs of William Brown," prepared by E.G. Freiesleben consulting P.E. and L.S. Number 4624; said plat being recorded in Beaufort County Plat Book 24 at Page 194. For a more detailed description as to location, courses, metes, bounds, distances and directions, reference may be had to said plat of record

***Parcel C***

All that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 3.02, more or less, which is more fully delineated on a plat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freiesleben, P.E. & P.L.S., S.C. #4624. County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991 and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre Subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina," said plat being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 67.

***Parcel D***

All that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 3.73, more or less, which is more fully delineated on a plat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freiesleben, P.E. & P.L.S., S.C. #4624. County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991 and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre Subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina," said plat being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 67.<sup>1</sup>

***Parcel E***

All that certain piece, parcel or tract of land containing approximately 1.515 acres of land, situate, lying and being on the northwestern side of Road S-80 (Palmetto Bay Road) near Hilton Head Island in Beaufort County, and being shown on the South Carolina Department of Transportation Plans for Cross Island Expressway on sheet No. 13, File 7.558, and on a plat entitled "Property of Plantation Land Co, Inc. to be Conveyed to South Carolina Department of Transportation". Prepared by Niels Christensen dated October 13, 1993. Said property being more particularly described as follows:

Beginning at a point located at the southeastern corner of the subject parcel on the northwestern side of Road S-80 and on the New 100-foot right of way line (Road S-80); thence along said right of way with a radius of 5,629.58 feet and chord bearing N 27°54'45" E for 307.74 feet to a point; thence continuing along the said right of way N 26°24'01" E for a distance of 170.68 feet to a point; thence N 74°07'17" W for a distance of 42.82 feet, to a point; thence S 85°02'38" W for a distance of 63.61 feet; thence S 46°10'20" W for a distance of 70.75 feet to a point; thence continuing S 46°10'20" W for a distance of 277.43 feet to a point; thence along said right of way for the Marina Access Road S 20°22'11" E for a distance of 65.04 feet to a point; thence continuing along said right of way for Marina Road Access with a radius of 366.60 feet and chord bearing S 44°38'28" E for a distance of 167.79 feet to the point of beginning; being bounded on the North and West by other lands of the Grantee. East by Road S-80, South by Marina Road Access

***Parcel F<sup>2</sup>***

All that certain piece, parcel or tract of land containing approximately 2.409 acres of land, situate, lying and being on the southeastern side of Road S-80 (Palmetto Bay Road) near Hilton Head Island in Beaufort County, and being shown on the South Carolina Department of Transportation Plans for Cross Island Expressway on sheet No. 13, File 7.558, and on a plat entitled "Property of Plantation Land Co., Inc. to be Conveyed to South Carolina Department of

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<sup>1</sup> Same as Parcel C.

<sup>2</sup> Only that portion of Parcel F depicted in Exhibit B will be conveyed to the County by the Town, which consists of all of the land north of Helmsman Way, as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement.

Transportation". Prepared by Niels Christensen dated October 13, 1993. Said property being more particularly described as follows:

Beginning at a point located on the southwestern corner of the subject parcel on the southeastern side of Road S-80 and on the New 52-foot right of way line (Road S-80); thence along said right of way N 36°07'46" E for a distance of 2.34 feet to a point; thence along the New right of way line S 53°52'14" E for a distance of 11.00 feet to a point on the New Transitional right of way; thence along said right of way N 38°42'27" E for 668.98 feet to a point on the New 33-foot right of way line of Marine Access Road; thence along said right of way for Marine Access Road with a radius of 217.00 feet and chord bearing S 00°23'16" W for a distance of 294.86 feet to a point; thence continuing along said right of way for Marina Access Road S 43°11'05" W for a distance of 412.63 feet to a point; thence S 84°34'22" W for a distance of 32.26 feet, to a point; thence along said right of way for Haig Point Road N 54°02'21" W for a distance of 138.51 feet to the point of beginning; being bounded on the North and East by Marina Access Road, South Haig Point Road, and West by Road S-80.

### ***Parcel G***

All that certain piece, parcel or tract of land situate lying and being on Jenkins Island, Hilton Head, Beaufort County, South Carolina and containing .619 acres, more or less, and being more particularly shown on a plat prepared by Freisleben – Yerkes, Inc., dated August 15, 1979, for Jenkins Island Realty Corporation and American Title Insurance Company. According to said plat, said property is more particularly described as follows, to-wit: Beginning at a point on the Eastern side of a paved road at its juncture with the public landing as shown on said plat; thence N 20 degrees 40 minutes E, a distance of 20 feet to a hub of flagger at the mean high water mark of Skull Creek, thence S 53 degrees 42 minutes 52 seconds E, a distance of 360.67 feet along the mean high water mark to a marker; thence S 80 degrees 08 minutes W, a distance of 212.7 feet to a marker at the Eastern margin of the aforesaid paved road; thence N 23 degrees 47 minutes 51 seconds W, a distance of 244.54 feet to the point of beginning.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO</b>
<b>MEETING NAME AND DATE:</b>
Finance Committee; September 19, 2022
<b>PRESENTER INFORMATION:</b>
Eric Greenway, County Administrator; and Brittany Ward, Interim County Attorney  10 Minutes
<b>ITEM BACKGROUND:</b>
Southern Lowcountry Regional Board ("SoLoCo") approved
<b>PROJECT / ITEM NARRATIVE:</b>
<p>SoLoCo and other local governments commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter. The Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, <i>inter alia</i>, allows for the establishment of Regional Housing Trust Funds ("RHTF") among local governments.</p> <p>The RHTF will include Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the City of Port Royal, the Town of Hardeeville and the Town of Yemassee.</p>
<b>FISCAL IMPACT:</b>
<p>Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA funds allocated previously.</p> <p>In each year thereafter, each entity will contribute funds based on population.</p>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of establishing the RHTF
<b>OPTIONS FOR COUNCIL MOTION:</b>
<p>Motion to approve/deny an ordinance establishing a regional housing trust fund and other matters related thereto.</p> <p>Move forward to Council for First Reading on September 26, 2022.</p>



**ORDINANCE 2022/\_\_\_**

**AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, the South Carolina State Legislature has enacted enabling legislation known as the “William C. Mescher Local Housing Trust Fund Enabling Act” which, *inter alia*, allows for the establishment of Regional Housing Trust Funds among local governments; and

**WHEREAS**, Beaufort County Council wishes to establish a regional housing trust fund with adjacent counties and municipalities within Beaufort County; and

**WHEREAS**, S.C. Code Section 31-22-30 provides “a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government”; and

**WHEREAS**, Beaufort County wishes to establish a regional housing trust fund with Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the City of Port Royal, the Town of Hardeeville and the Town of Yemassee, under terms set forth herein.

**NOW, THEREFORE**, be it ordained by Beaufort County Council, in meeting duly assembled, as follows:

**SECTION 1. Legislative findings.**

A. County Council finds:

- (1) In Beaufort County and the surrounding area, there is a shortage of adequate shelter for South Carolinians including the availability of an affordable residence or permanent domicile with adequate privacy, space, physical accessibility, security, structural stability and durability, and adequate electrical, plumbing, and heating systems.
- (2) Private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent.
- (3) The public's health, safety, and economic interests are best served by the provision of permanent affordable housing because such housing enables South Carolinians to maintain employment, assists this state's children to succeed in school, and helps this State's economic growth and prosperity.

B. The purpose of this ordinance is to authorize Beaufort County and adjacent counties and municipalities to jointly create and operate a regional housing trust fund.

**SECTION 2 Definitions.**

For purposes of this ordinance:

- (1) "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the

local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

(2) "Homeless housing" means emergency, transitional, or permanent residential housing shelter for a person needing special assistance and shelter because he is homeless as defined by HUD or consistent with another definition of homelessness under which a person may receive federal financial assistance, state financial assistance, or another supportive service.

(3) "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.

(4) "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

### **SECTION 3. Funding.**

A. The Beaufort Regional Housing Trust Fund may finance its expenditures with money available to the member local governments through their budgeting authority unless expressly prohibited by the law of this State. Sources of these funds include, but are not limited to, one or more of the following:

- (1) donations;
- (2) bond proceeds; and
- (3) grants and loans from a state, federal, or private source.

Beaufort County and the other participating members of the RHTF may alter a source of funding for the RHTF by amending the ordinance(s) that establish financing for the RHTF, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the RHTF in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State.

B. The member local governments of the RHTF shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.

C. The member local governments operating a RHTF may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a RHTF, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below fifty (50%) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.

D. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. Member local governments shall seek additional resources for housing programs and projects to the maximum extent practicable. The member local governments shall administer the housing trust fund through new or existing nonprofit organizations to encourage private

charitable donation to the funds. Where the RHTF receives such a donation, the donation must be used and accounted for in accordance with the provisions of this chapter.

- E. A RHTF established, utilized, or funded under this ordinance must provide an annual report to the member local governments that created the fund. The member local governments shall require the RHTF to provide an accounting of its funds each year. This report must be made available to the public by posting on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation.

**SECTION 4. Operations.**

The local governments who are to be a party to the RHTF shall enter into an Intergovernmental Agreement which shall contain, *inter alia*, clauses which address the following:

- A. The creation, governance, operation and maintenance of a non-profit corporation, created as tax exempt under Section 501(c)(3) of the US Internal Revenue Code.
- B. The relative financial contributions of each of the members.
  - 1. Each participating jurisdiction will dedicate 3% of their allocation from their American Recovery Act appropriations
  - 2. Each year thereafter, there will be a total annual additional contribution of \$500,000 from all jurisdictions, divided based upon population of each local government, as set forth in the below table:

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

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

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

**SECTION 5. Severability.**

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.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council to establish a regional housing trust fund and other matters related thereto.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMUNITY WORKS TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND</b>
<b>MEETING NAME AND DATE:</b>
Finance Committee; September 19, 2022
<b>PRESENTER INFORMATION:</b>
Eric Greenway, County Administrator; and Brittany Ward, Interim County Attorney 10 Minutes
<b>ITEM BACKGROUND:</b>
Southern Lowcountry Regional Board (“SoLoCo”) approved
<b>PROJECT / ITEM NARRATIVE:</b>
<p>SoLoCo and other local governments commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter. the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, <i>inter alia</i>, allows for the establishment of Regional Housing Trust Funds (“RHTF”) among local governments.</p> <p>The local governments consists of Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee. The aforementioned parties desire to contract with Community Works, an existing 501(c)3, Community Development Financial Institution (CDFI) to serve as the fiscal agent for the RHTF and will manage the financial relationship with the participating local government entities.</p>
<b>FISCAL IMPACT:</b>
Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA Funds previously allocated. Administrative Fee of 10% of total funds allocated to the RHTF
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either approve/deny a resolution authorizing the County Administrator to enter into an agreement with Community Works to provide administration and management support for a designated regional housing trust fund  <i>Move forward to Council for approval</i>

**RESOLUTION 2022/ \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMUNITY WORKS TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND**

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

**WHEREAS**, SoLoCo desires to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of the City of Beaufort, Town of Port Royal and Town of Yemassee (collectively referred to as the “Parties”) to also participate in a Regional Housing Trust Fund (“RHTF”); and

**WHEREAS**, the Parties recognize that affordable housing is a serious public health and safety concern in the low country, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

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

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

**WHEREAS**, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of RHTFs among local governments; and

**WHEREAS**, the aforementioned local governments will establish a RHTF and enter into an intergovernmental agreement to jointly create, fund, and operate a RHTF and an oversight board to improve affordable housing (“IGA”); and

**WHEREAS**, the local governments through the IGA agree that Beaufort County should contract with Community Works, an existing 501(c)3, Community Development Financial Institution (CDFI) to serve as the fiscal agent for the RHTF and will manage the financial relationship with the participating local government entities who have executed the IGA; and

**WHEREAS**, the County, with support from the participating local governments, desires to enter into an Agreement with Community Works where the said Agreement is substantially similar to “Exhibit A” attached hereto and incorporated herein by reference; and

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

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council hereby authorizes the County Administrator to enter into an agreement with Community Works to provide administration and management support for a designated regional housing trust fund.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

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

**EXHIBIT A**

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

**THIS AGREEMENT TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND** (hereinafter "Agreement") is entered into on the \_\_\_day of September \_\_\_2022, by and between the County of Beaufort (hereinafter "County") and Community Works (hereinafter "CW"), collectively referred to as the "Parties".

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

**WHEREAS**, Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

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

**WHEREAS**, to address these regional issues the Participating Government Entities mentioned above have entered into an Intergovernmental Agreement (hereafter referred to as the "IGA") (included as Attachment A) to authorize these entities to jointly create, fund, and operate a regional housing trust fund along with the creation of an Oversight Board to improve affordable housing; and

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

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

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

**WHEREAS**, the Fund will be capitalized through a total of \$2,035,058 contribution to CW to initially establish the Fund as outlined in the Funding Chart agreed upon in the IGA and included in



this agreement as Attachment A; and

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

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

### **MISSION**

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

### **PURPOSE AND SCOPE**

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

### **OBJECTIVE**

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

### **TERM**

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

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

This Agreement may be terminated in whole or in part in the event that sufficient appropriation of funds from any source (whether federal, state, county or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Agreement. If this Agreement is so terminated, CW shall be compensated for all necessary and reasonable direct costs of performing the services actually provided as of the date of termination. CW will not be compensated for any other costs in connection with a termination for non-appropriation. CW will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

## **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

County will pay CW an administrative fee (hereafter "Administrative Fee"), as specified herein below, to provide the staffing, programming, technical services and expertise to establish and manage the Fund pursuant to this Agreement, for the services specified herein below. The County will pay CW an Administrative Fee of 10% of total funds managed to launch and administer the Fund. CW will leverage additional operating and capital funds from other public and private sources to meet regional objectives. All other compensation to CW will be in the form of loan origination fees and interest spread from loans approved and deployed.

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

### **A. Administrative Support:**

1. Provide appropriate staff, office space, equipment and supplies for CW employees who are providing administrative support and management to the Fund;
2. CW will host all information about the Fund on its website and link to Participating Government Entity sites as needed;
3. Provide human resource support and staff to support and manage the Fund to include but not limited to marketing, lending, underwriting, compliance, oversight, fundraising and management; and
4. Hire a Regional Program Director to manage and run the day-to-day operations of the fund located in Jasper – Beaufort area; and
5. CW's CEO will provide direct leadership to the Fund and peer level support to any staff defined by the County and Participation Government Entities.

### **B. Financial Support:**

1. Act as the fiscal agent for the Fund, including managing all operating and program funds in a defined bank account, accepting funds on the Participating Government Entities behalf to support the Fund, managing accounts payable and receivables on behalf of the Fund, managing and preparing financial reports for designated staff and any other parties defined by the County and Participating Government Entities, including providing an annual audit, and providing other financial reports;
2. Enter into agreements on behalf of the Fund where necessary to receive funding and/or investments;
3. Review loan applications for funding based on the Funds policies;
4. CW CEO will enter into loan and/or funding agreements on behalf of the Fund;
5. The Fund will be a part of CW's consolidated financials under a specified reserve account;
6. CW will provide quarterly financial statements for the Fund along with any defined reports to designated staff.

### **C. Loan Program Support:**

1. Providing underwriting services for the Fund utilizing CW's Loan Policies and Procedures;
2. Utilizing CW's affordable housing financing and credit policies to underwrite loan applications;
3. Providing participation and co-lending opportunities with CW's CDFI funding where appropriate;
4. Working with the Participating Government Entity staff to present eligible projects to CW's Loan Committee for analysis and recommendations;

5. Present final credit memos and funding recommendations to Regional Housing Fund's Board as outlined in the IGA;;
6. Preparing Loan Closing packets;
7. Closing loans approved;
8. Deploying the Fund's approved funding to eligible borrowers;
9. Managing the Fund's Loan portfolio including loan loss reserves, loan maintenance, collections and notices; and
10. Providing the County with quarterly portfolio status reports.

D. Other Program Support:

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

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

A. Administrative:

1. Execute the IGA with all Participating Government Entities to establish the Fund,
2. Act as the lead administrator of the Fund and enter into an agreement with CW to administer the Fund;
3. Pay the Administrative Fee, as set forth herein above, to CW for the aforementioned activities and support;
4. Re-evaluating the Administrative Fee and any other fees on an annual basis with CW CEO;
5. Working with CW to finalize the Fund's Program budget based on public and private commitments;
6. Providing approval and authorization to CW for loan fund expenditures;
7. Reimbursing CW for any expenses associated with the Fund not covered by the Administrative Fee, including, but not limited to, expenses associated with special programs, audits, legal services, public relations activities, and marketing;
8. Establishing a Board that will provide guidance and direction to CW to support the Fund and its mission; and

B. Fundraising:

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

C. Programmatic:

1. Providing funds to finance affordable housing projects based on the Fund's Program Policies;
2. As outlined in the IGA, an Oversight Board will be established to provide guidance and oversight of the Fund;
3. Participating Government Entities may recommend projects for financing to the CW Loan Officer and Loan Committee for consideration;

4. The established Board will review loans presented by CW's Loan Officer and Loan Committee recommended for financing consideration;
5. Participating Government Entities may provide additional funding and or support from other sources to a project to include but not limited to CDBG, HOME, guarantees, loan loss reserve;
6. Participating Government Entities in partnership will develop a Fund marketing and PR strategy

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

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

#### **COMPENSATION**

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

#### **NOTICE**

All notices required or permitted under this Agreement shall be in writing. All notices and payment s shall be sent to the address shown in the first paragraph of this Agreement or to such other address as may from time to time be designated by written notice. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; (c) one (1) day after facsimile transmission, provided that a hard copy of the facsimile transmission is promptly mailed in the manner set forth in subsection (b) above; or (d) upon confirmation of email delivery receipt.

#### **GOVERNING LAW AND SEVERABILITY CLAUSE**

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the parties that may arise pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Greenville, South Carolina. If for some reason a court finds any provision of the Agreement, or portion thereof, unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

#### **ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

**MISCELLANEOUS**

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

**AUTHORIZATION AND EXECUTION.**

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

**BEAUFORT COUNTY**

\_\_\_\_\_  
**Eric L. Greenway**  
*Beaufort County Administrator*

**COMMUNITYWORKS**

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

## Attachment A

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

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

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY, TOWN OF HILTON HEAD ISLAND, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF HARDEEVILLE, CITY OF BEAUFORT, AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND</b>
<b>MEETING NAME AND DATE:</b>
Finance Committee; September 19, 2022
<b>PRESENTER INFORMATION:</b>
Eric Greenway, County Administrator; and Brittany Ward, Interim County Attorney 10 Minutes
<b>ITEM BACKGROUND:</b>
Southern Lowcountry Regional Board ("SoLoCo") approved
<b>PROJECT / ITEM NARRATIVE:</b>
<p>SoLoCo and other local governments commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter. The Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, <i>inter alia</i>, allows for the establishment of Regional Housing Trust Funds ("RHTF") among local governments.</p> <p>The local governments consist of Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee. The aforementioned parties desire to enter into an intergovernmental agreement ("IGA") to authorize the parties to jointly create, fund, and operate the RHTF and an oversight board to improve affordable housing.</p>
<b>FISCAL IMPACT:</b>
Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA funds previously approved. In each year thereafter, each entity will contribute funds based on population.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either approve/deny an ordinance authorizing the County Administrator to enter into an agreement with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Beaufort, City of Hardeeville, and the Town of Yemassee to jointly create, fund, and operate a regional housing trust fund

*Move forward to Council for approval*



**RESOLUTION 2022/ \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY, TOWN OF HILTON HEAD ISLAND, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF BEAUFORT, CITY OF HARDEEVILLE, AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND**

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

**WHEREAS**, SoLoCo desires to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of the City of Beaufort, Town of Port Royal and Town of Yemassee (collectively referred to as the “Parties”) to also participate in a Regional Housing Trust Fund (“RHTF”); and

**WHEREAS**, the Parties recognize that affordable housing is a serious public health and safety concern in the low country, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

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

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

**WHEREAS**, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of RHTFs among local governments; and

**WHEREAS**, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the Parties to jointly create, fund, and operate a RHTF and an oversight board to improve affordable housing; and

**WHEREAS**, an Intergovernmental Agreement Regarding Affordable Housing has been drafted for the purposes set forth above and is attached to this Resolution as “Exhibit A” and incorporated herein by reference; and

**WHEREAS**, the County wishes to contribute \$1,119,523 which is an amount equal to three (3%) percent of the American Rescue Fund Act funds; and

**WHEREAS**, funding contributions in succeeding years will be in proportion to the population of the participating jurisdictions as outlined within the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Beaufort County Council that the County Administrator is authorized to enter into an intergovernmental agreement, substantially similar to Exhibit A attached hereto and incorporated herein by reference, with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee to contribute funding for the Regional Housing Trust Fund.

BEAUFORT COUNTY, SOUTH CAROLINA

---

Joseph Passiment, Chairman

ATTEST:

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Sarah Brock, Clerk of Council

**EXHIBIT A**

STATE OF SOUTH CAROLINA	)	
	)	INTERGOVERNMENTAL AGREEMENT
COUNTY OF JASPER	)	REGARDING AFFORDABLE HOUSING
COUNTY OF BEAUFORT	)	

THIS INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of \_\_\_\_\_, 2022 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (collectively referred to as "the Parties").

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

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

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

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

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

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

### **Section 1 Definitions.**

For purposes of this Agreement:

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

### **Section 2 Priorities.**

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

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

### **Section 3 Funding.**

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
  - i. donations;
  - ii. bond proceeds; and
  - iii. grants and loans from a state, federal, or private source.
  - iv. any other public funds which may be lawfully used to support Affordable Housing.
- d. Alternate sources of funding for the RHTF  
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.
- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.
- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.
- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.
- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

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

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

**Section 5 Term and Termination.**

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

**Section 6 Fiscal Agent.**

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

**Section 7 Notices.**

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

**Section 8 Governing Law and Severability Clause.**

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

**Section 9 Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

**Section 10 Miscellaneous.**

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

**Section 11 Authorization and Execution.**

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

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

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

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

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

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

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

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

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

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



## Attachment A

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

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

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

# Attachment B

## Reporting Requirements

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

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution to accept FAA AIP Grant 50 for Hilton Head Island Airport (HXD) terminal construction project
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jon Rembold, Airports Director 5 minutes
<b>ITEM BACKGROUND:</b>
This item has been reviewed by the Airports Board and recommended for approval
<b>PROJECT / ITEM NARRATIVE:</b>
The grant will be used to fund Phase I of the Hilton Head Island Airport (HXD) terminal construction project. This grant is the second FAA grant in support of the terminal construction project. Total FAA support: \$21,626,638.
<b>FISCAL IMPACT:</b>
FAA AIP Grant 50 is in the amount of \$11,626,638. The AIP grant requires a local sponsor contribution in the amount of \$1,162,663.80 (10%). That airport portion is built into the project budget.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends acceptance at Public Facilities Committee
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny Resolution to accept FAA AIP Grant 50 in the amount of \$11,626,638 for Hilton Head Island Airport (HXD) terminal construction project. Move forward to Council for Approval on 9/26/2022

**RESOLUTION NO. 2022/\_\_\_\_\_**

**A RESOLUTION TO ACCEPT FAA AIP GRANT 50 FOR HILTON HEAD ISLAND AIRPORT (HXD) TERMINAL CONSTRUCTION PROJECT**

**WHEREAS**, This project involves the renovation and expansion of the commercial service terminal at the Hilton Head Island Airport.

**WHEREAS**, These improvements are necessary because of the change in equipment by American Airlines from Dash 8 turboprops to Embraer 175 jets and the subsequent increase in passenger traffic.

**WHEREAS**, Improvements include the addition to accommodate multiple airlines; post-9/11 Transportation Security Administration-required security improvements including new restrooms in the passenger boarding area and passenger baggage screening; refurbishment and improvements.

**WHEREAS**, The grant will be used to fund Phase I of the Hilton Head Island Airport (HXD) terminal construction project. This grant is the second FAA grant in support of the terminal construction project. Total FAA support: \$21,626,638.

**WHEREAS**, the FAA AIP Grant 50 is in the amount of \$11,626,638. The AIP grant requires a local sponsor contribution in the amount of \$1,162,663.80 (10%). That airport portion is built into the project budget.

**NOW, THEREFORE, BE IT RESOLVED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant 50 for Hilton Head Island Airport (HXD) terminal construction project

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

3-45-0030-050-2022



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southern Region  
Georgia, Puerto Rico, South Carolina, Virgin Islands

Atlanta Airports District  
Office:  
1701 Columbia Ave., Suite  
220  
College Park, GA 30337

September 6, 2022

Mr. Eric L. Greenway, County Administrator  
County of Beaufort  
Post Office Drawer 1228  
Suite 100  
Beaufort, SC 29901

Dear Mr. Greenway:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0030-050-2022 at Hilton Head Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 14, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Kyle Cody, (404) 305-6793, [kyle.cody@faa.gov](mailto:kyle.cody@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

*Parks Preston*

[Parks Preston \(Sep 6, 2022 14:47 EDT\)](#)

Parks Preston  
Acting Manager



U.S. Department of Transportation  
Federal Aviation Administration

**FAA Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date	September 6, 2022
Airport/Planning Area	Hilton Head Airport
FY2022 AIP Grant Number	3-45-0030-050-2022
Unique Entity Identifier	CY7ZUUZ865N8
TO:	County of Beaufort
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 1, 2022, for a grant of Federal funds for a project at or associated with the Hilton Head Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Hilton Head Airport (herein called the "Project") consisting of the following:

**Expand Terminal Building (33,500 SF) – Construction – Phase 2**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$11,626,638.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$ 11,626,638** airport development.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. **Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. **Budget Period:**
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. **Close Out and Termination**
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will



proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 14, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 10/12/2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
    3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
    5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
    6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

**SPECIAL CONDITIONS**

26. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Parks Preston*

Parks Preston (Sep 6, 2022 14:47 EDT)

(Signature)

Parks Preston

(Typed Name)

Acting Manager

(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 7, 2022

County of Beaufort

*(Name of Sponsor)*

*Eric L. Greenway*  
Eric L. Greenway (Sep 7, 2022 13:07 EDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Eric L. Greenway

*(Typed Name of Sponsor's Authorized Official)*

**Title:** County Administrator

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
US 21 Widening and Beaufort High School Access Realignment Alternatives
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering Jennifer Bragg, 2018 One Cent Sales Tax Program Manager (20 mins)
<b>ITEM BACKGROUND:</b>
The 2017 Lady’s Island Corridor Study and the 2021 Lady’s Island Traffic Study identifies improvements to the US 21 Corridor and realignment of the entrance to Beaufort High School. Alternatives have been developed and reviewed for consideration.
<b>PROJECT / ITEM NARRATIVE:</b>
The alternatives to be presented for consideration include widening of US 21 and a new road to access Beaufort High School.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
For discussion only.
<b>OPTIONS FOR COUNCIL MOTION:</b>
For discussion only.

Project Impact Summary

	US 21 BUS/US 21/SC 802 Corridors				BHS Access Realignment	
	Alt 2	Alt 3	Alt 4	Alt 1*	Alt 4	Alt 5
Project Cost	\$ 51,710,737.20	\$ 50,261,637.95	\$ 49,634,266.90	\$ 42,008,525.80	\$ 8,069,207.63	\$ 16,233,945.43
Business Displacements	8	5	7	3	0	1
Residential Displacements	1	0	0	0	0	3

Notes:

1) \*Alt 1: Retain 3-lane section from Woods Memorial Bridge to near Lady's Island Dr/Sam's Point Rd intersection and improve pedestrian/bicycle facilities. Construct access management standards. This was considered with the BHS Realignment Project. Two relocations are required - 1) existing building within present R/W involving 2 businesses and 2) commercial property at Sam's Point Rd/Miller Drive W. These are required on all corridor alternates.

2) Utility Relocations/Underground are assumed for each alternative.

3) Loss of parking spaces were considered and "damages" applied in the R/W estimates

## RESOLUTION 2022/ \_\_\_\_\_

**A RESOLUTION DEFERRING WORK ON US HWY 21 (SEA ISLAND PARKWAY) FROM THE INTERSECTION OF SC HWY 802 (SAM'S POINT ROAD/LADY'S ISLAND DRIVE AND US HWY 21) TO THE WOODS MEMORIAL BRIDGE**

**WHEREAS**, the 2017 transportation sale tax referendum (Ordinance 2017/34) allocated \$30,000,000 for the “Lady’s Island Corridor Traffic Improvements” which the ordinance defined as “roadway traffic improvements between Woods Memorial Bridge and the Chowan Creek Bridge as outlined in the Lady’s Island Corridor Study dated May 19, 2017”; and

**WHEREAS**, the Lady’s Island Corridor Study, which was adopted by this body by Resolution dated August 28, 2017 (Resolution 2017/21), identified several traffic improvements on Lady’s Island including, among others, Beaufort High School Access Realignment (Project 6.5) and US 21 Business, US 21, and SC 802 Mainline Improvements (Project 6.6); and

**WHEREAS**, since passage of the 2017 transportation sales tax referendum, work on the Lady’s Island Corridor Traffic Improvements (other than a right turn lane from Sam’s Point Road onto US Hwy 20 – Project 6.1) has been delayed in part due to a desire to address the Beaufort High School Access Realignment and the challenges presented by the realignment; and

**WHEREAS**, six (6) alternative access realignment plans to Beaufort High School have been developed; and

**WHEREAS**, each plan has advantages and disadvantages and each one has attracted significant community opposition; and

**WHEREAS**, efforts to reach consensus on Beaufort High School Access Realignment have been unsuccessful and have delayed work on the remaining Lady’s Island Corridor Improvement projects which need to move forward; and

**WHEREAS**, the County and the City of Beaufort are prepared to undertake a charrette to design traffic improvements on Sea Island Parkway between the intersection of SC Hwy 802 (Sam’s Point Road/Lady’s Island Drive) and US 21 to the Woods Memorial Bridge.

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council, duly assembled, that:

1. the County shall move forward on the Lady’s Island Corridor Traffic Improvement projects (other than Project 6.5 and Project 6.6) subject to funding and priorities as established by the Administration; and
2. the County shall take no action on any projects from Sam’s Point Road/Lady’s Island Drive back to the Woods Memorial Bridge until further authorized by County Council.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of a Memorandum of Agreement with the Town of Hilton Head on the US 278 Corridor Project
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – August 22, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure (15 mins)
<b>ITEM BACKGROUND:</b>
The US 278 Corridor Project is part of the 2018 Sales Tax Program and is currently under preliminary design and working through the Environmental Assessment process.
<b>PROJECT / ITEM NARRATIVE:</b>
In an effort to move the project forward and mitigate potential schedule delays, a memorandum of agreement (MOA) has been coordinated and drafted between County and Town staff. The MOA describes how the County and Town will work together throughout the project and identifies key components to be further evaluated and initiated. (ie – an end-to-end simulation from an independent consultant as well as an integrated signal project along the entirety of US 278 from I-95 to Sea Pines Circle).
<b>FISCAL IMPACT:</b>
Any fiscal impacts to the project attributed to the MOA would be addressed as specific matters arise.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the memorandum of agreement with the Town of Hilton Head for the US 278 Corridor Project.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the memorandum of agreement with the Town of Hilton Head for the US 278 Corridor Project. <b><i>Next Step: Move forward to County Council for approval of the MOA.</i></b>

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )  
 )  
 TOWN OF HILTON HEAD ISLAND )

**MEMORANDUM OF AGREEMENT FOR THE  
 US 278 CORRIDOR PROJECT AND ADAPTIVE  
 SIGNAL IMPROVEMENTS**

**THIS MEMORANDUM OF AGREEMENT** is made and entered into this \_\_\_ day of September 2022 by and between Beaufort County, South Carolina (the " County"), and The Town of Hilton Head Island, South Carolina (the "Town").

**WHEREAS**, the US 278 Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 sales tax; and

**WHEREAS**, a portion of the Project is located within the corporate limits of the Town, which impacts the citizens and visitors of the Town of Hilton Head Island, will provide for safer public transportation; and

**WHEREAS**, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

**WHEREAS**, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), and at the request of the Town, the County hired a design engineer, HDR, to perform an Independent Review of the project. In addition to the Independent Review, the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and

**WHEREAS**, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and

**WHEREAS**, based upon comments received from the public and from the Town, the Project plans were updated, and a modified preferred alternative was presented at a public information meeting held on March 3, 2022; and

**WHEREAS**, there have been several comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and have requested an additional independent review be conducted to evaluate community impacts to include areas that lie outside of the Project limits and that will provide design modification recommendations that will otherwise enhance the Project; and

**WHEREAS**, the County and the Town have determined that an independent review (the "Independent Review") must be performed by a consultant in material conformance with the Scope of Work (the "Scope of Work") set forth on Exhibit A attached hereto; and

**WHEREAS**, the US 278 Corridor, extending from I-95 to Sea Pines Circle, is of regional importance to the County and the Town to facilitate trade and commerce throughout the region; and

**WHEREAS**, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and

**WHEREAS**, there are many SCDOT-owned signals along the corridor that are managed and maintained by the County and the Town through various signal maintenance agreements with SCDOT; and

**WHEREAS**, the Town has funds budgeted in its Capital Improvement Plan for fiscal year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and

**WHEREAS**, the County and Town desire to make traffic signal improvements along the entire US 278 Corridor to increase safety and capacity through the synchronization of "Adaptive Traffic Signals."; and

**WHEREAS**, any and all future signal projects, including those signals within the US 278 Corridor Improvement Project, are to be fitted with the same technologies to ensure they are synchronized with the other signals.

**NOW, THEREFORE**, for and in consideration of the mutual covenants exchanged herein, the County and the Town hereby agree as follows:

1. The County and the Town agree to advance the Project in a cooperative manner for the entire duration of the Project.
2. The County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations approved by Town Council on October 12, 2021 (as set forth in Exhibit A) (the "Recommendations") and further agree that one bridge will be designed and constructed for the Project.
3. The County will procure an independent consultant (the "Independent Consultant"), (i.e. – one that does not have a previous or current contractual relationship with SCDOT, the County, or the Town) to perform an additional independent review of the project. This Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits to include additional intersections materially consistent with the Scope of Work set forth in Exhibit A.
4. The County and the Town will establish a committee (the "Committee") to select the Independent Consultant through a competitive bid process. The following Town representatives shall sit on the Committee: (a) the County Administrator or his designee (b) the Assistant County Administrator for Infrastructure: (c) the County Transportation Program Manager Consultant: (d) the Town Manager or his designee; (e) the Assistant Town Manager of Community Development; and (f) the Town Engineer.
5. All recommendations from the independent review for areas within the project boundary will be considered for inclusion in the project. The County and Town agree to pursue the "Finding of No Significant Impacts" (FONSI) from the Federal Highway Administration concurrent with the Independent Review. If any findings from the Independent Review affect environmental documents submitted for the FONSI, those recommendations will be considered and the environmental documents will be updated and resubmitted as agreed upon by the County and the Town.
6. The County and the Town, as required as part of the NEPA process, will coordinate with SCDOT to perform a value engineering of the project to identify and eliminate unwanted costs, and improve function and quality as well as to optimize initial and long-term investment, ultimately seeking the best value for the lowest cost.
7. The County and the Town mutually agree to work together, along with SCDOT and Lowcountry Area Transportation Study, to design, implement and maintain a connected and synchronized signal system along the entire length of US 278 from I-95 to Sea Pines Circle. The synchronized system will include fiber connectivity, Adaptive Signal technologies and other tools to help maximize flow. The County and the Town mutually agree to work together to seek funds necessary to acquire and implement the proposed improvements.
8. Any signal improvements from the synchronization project which are not already installed within the corridor prior to the construction of the Project, will be incorporated as such.
9. This Agreement does not provide the Town's municipal consent. Such consent may be provided by the Town Council after the Independent Review has been evaluated by the Town and County and before the right-of-way acquisition phase of the Project begins. Municipal consent by the Town will not be unreasonably held.
10. The County and the Town agree that the Independent Review will be the last and final study needed



for the Town to make a final decision related to the Project.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, by their authorized officers, have executed the within memorandum on this \_ day of September 2022.

WITNESSES:

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_

\_\_\_\_\_  
Title: Town Manager

\_\_\_\_\_

WITNESSES:

**BEAUFORT COUNTY**

\_\_\_\_\_

\_\_\_\_\_  
Title: County Administrator

\_\_\_\_\_

## EXHIBIT A

### *US 278 Corridor Project – Independent Review Scope of Services*

#### Task 1: Project Initiation and Coordination:

- Initial HHI, Beaufort County, and Independent Consultant
- Biweekly project discussions with County and Town Staff
- Review meeting with representations of Beaufort County, Town of Hilton Head Island, SCDOT and the existing design consultants on prior work performed
- Monthly update meetings with Town Manager and County Administrator
- Review and define the study area
- Perform a site visit/field review
- Understand the Town of Hilton Head Island’s concern with the proposed concept and existing model
- Identify what has already been completed for the project

#### Task 2: Model and Recommended Concept Review:

##### **Review previous models and concept recommendations**

- Review assumptions contained within the model – DH, LU, & other input variables
- Review data collection approach and study area
- Review model outputs and subsequent recommendations for intersection operations and bridge concepts

##### **Model Review and Concept Review Memo**

- Compile findings into a Summary Review Memo, identifying primary findings and recommendations for improvement

#### Task 3: Updating Model & Operational Updates

##### **Model and Operational Analysis Updates**

- The model updates will be based on the version of the LATS model utilized to develop the project
- Confirm that the base traffic demand model accurately takes into trips generated by visitor traffic, mass transit traffic, and traffic demand from redevelopment from existing island parcels.
- Update the model based on findings in Task 2 and coordination with the Town of Hilton Head & Beaufort County
- Expand the model and study area to include the following signalized intersections and merge points east of Spanish Wells Road
  - US 278 merge with Cross Island Pkwy
  - US 278 Bus (William Hilton Pkwy) at Gum Tree Road
  - US 278 Bus (William Hilton Pkwy) at Jarvis Park Road
  - US 278 Bus (William Hilton Pkwy) at Pembroke Drive/Museum Street
  - US 278 Bus (William Hilton Pkwy) at Indigo Run Dr/Whooping Crane Way
  - US 278 (Palmetto Bay Road) at Point Comfort Road/Arrow Road
  - Palmetto Bay Road at Target Road
  - US 278 Bus (William Hilton Pkwy) at Palmetto Bay Road (Sea Pines Circle)
  - Bluffton Parkway at Buckingham Land Road (on Mainland)
- Expand the model and study area to include the following signalized intersection and merge point west of Moss Creek Drive
  - Bluffton Parkway and Buckingham Landing Road
- Traffic counts for the study area intersections will be obtained from the Town of Hilton Head Island
- Any additional counts not available from the Town of Hilton Head or SCDOT shall be assumed counts that will need to be collected.

- Ensure the model includes most recent traffic data that reflects the toll removal on the Cross Island Parkway
- Generate model outputs for study area with new assumptions and volumes & analyze operations in Synchro/VISSIM
- Evaluate how Adaptive Traffic Signals could impact the traffic flow and average travel times along the corridor at peak times as well as other periods. The Town and County are expected to implement Adaptive Signals on the US 278 Corridor from I-95 to Sea Pines Circle. Answer questions related to potential for downstream impacts
- Coordinate and refine recommendations with the Town of Hilton Head Island & Beaufort County
- Participate in meetings as directed by the Town/Beaufort County

#### Task 4: Proposed Intersection Improvements (Future Projects)

- Evaluate the safety for bicycle and pedestrians within the original Project Study Area from Moss Creek to Spanish Wells Road and make recommendations on ways to improve the safety of the proposed intersections.
- Based on the findings of Task 3 for intersections outside of the original project study area develop alternatives to improve operations in the future.
  - Evaluation should include traffic improvements (LOS, delay, etc.) as well as anticipated project costs and known impacts or concerns with the alternatives
  - Assume up to 3 alternatives for each impacted intersection are evaluated
- Develop a Summary of Recommendations for review by the Town of Hilton Head and Beaufort County that can be utilized to secure future funding for the improvements beyond the Project Study Area

#### Task 5: Draft and Final Report

- Compile model updates, operational analysis, and findings into a report for a review and discussion with Beaufort County and Hilton Head Island staff.
- Finalize elements into draft and final reports, including executive summaries and recommendations
- Presentation of final findings to both County Council and Town Council for endorsement/adoption by both Councils
- Submit final report electronically

## EXHIBIT B

### Town Approved Recommendations - Gateway Corridor Project - October 12, 2021

#### **CORRIDOR-WIDE RECOMMENDATIONS**

1. Reduce lane widths to 11' to calm traffic & reduce property impacts.
2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas.
3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics.
4. Take advantage of Town-owned property for sake of Parkway improvements.
5. Utilize ITS smart signal technology throughout.
6. Reduce curb cuts & provide for alternative/safer property access throughout.
7. Provide trails on both sides of Parkway where possible with sufficient separation from road and in lieu of sidewalks.
8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians.
9. Open/encourage views to the water wherever possible, as a part of the Island's "signature".
10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others.
11. Reduce design & posted speeds throughout the corridor.
12. Evaluate the island-wide transportation system.

#### **ZONE-SPECIFIC RECOMMENDATIONS**

13. Encourage Moss Creek area improvements (*commercial redevelopment, access/roadway improvements, trail connections*).
14. Establish "Gateway Experience" threshold at west end of Mackay Creek bridges (*landscape, island "icon", art, lighting*).
15. Reduce bridge mass with two separate bridges and Shared-Use Path on south side of eastbound bridge.
16. Reduce bridge lane width to 11', reduce shoulder width on left, only one breakdown lane on right.
17. Provide 14' minimum width non-motorized lane on bridge with multiple viewing areas and protection/screening of vehicles.
18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms).

19. Consolidate Jenkins Island access to one signalized location at C. Heinrichs/Windmill Harbor Entrance.
20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney.
21. Eliminate confusing SCOOT U-turns.
22. Eliminate left turns and traffic introduction onto Old Wild Horse.
23. Create new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage.
24. Consider a new Visitors Center as a part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings.

**ADDITIONAL POLICY RECOMMENDATIONS**

25. Create a Stoney-authored vision plan for the next generation of that neighborhood.
26. Create and professionally staff a Development Corporation as a vehicle for Stoney Advancement.

## Responses to MKSK Recommendations

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John Mccann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

### Corridor Wide

#### *1. Reduce lane widths to 11' to calm traffic & reduce property impacts*

**Preliminary Response:** Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

**Additional Response:** During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

#### *2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas*

**Preliminary Response:** Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

**Additional Response:** Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

#### *3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics*

**Preliminary Response:** Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

**Additional Response:** The meandering of the roadway is estimated to increase project cost by approximately \$1.5M and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area

wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

**4. *Take advantage of Town-owned property for sake of Parkway improvements***

**Preliminary Response:** Agreement on this item and was part of the SIB application.

**Additional Response:** Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

**5. *Utilize ITS smart signal technology throughout***

**Preliminary Response:** Agreement on this item. It is already part of the current project scope.

**Additional Response:** Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCOOT

**6. *Reduce curb cuts and provide for alternative/safer property access throughout***

**Preliminary Response:** Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

**Additional Response:** Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

**7. *Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks***

**Preliminary Response:** No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill Harbor to the shared use path underpass west of the Windmill Harbor entrance.

**Additional Response:** No additional comments.

**8. *Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians***

**Preliminary Response:** Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

**Additional Response:** The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-

owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCOOT or SIB funding)

**9. *Open/encourage views to the water wherever possible, as part of the Island's "signature"***

**Preliminary Response:** Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

**Additional Response:** This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

**10. *Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others***

**Preliminary Response:** Agreement that this element should be Town driven through its CIP Program.

**Additional Response:** The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

**11. *Reduce design & posted speeds throughout the corridor.***

**Preliminary Response:** The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

**Additional Response:** The posted speed will need to be discussed with the SCOOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCOOT District office.

**12. *Evaluate the island-wide transportation system.***

**Preliminary Response:** Agreement this is an effort that will be handled locally

**Additional Response:** No additional comments.



**Zone specific recommendations**

- 13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)**

**Preliminary Response:** Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

**Additional Response:** County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

- 14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)**

**Preliminary Response:** Okay through coordination of County & Town

**Additional Response:** Not eligible for SCOOT or SIB Funding

- 15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge**

**Preliminary Response:** SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

**Additional Response:** The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

- 16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge**

**Preliminary Response:** The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

**Additional Response:** The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

- 17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles**

**Preliminary Response:** Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

**Additional Response:** The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town but the County does not have the extra funds to support the addition.

**18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms}**

**Preliminary Response:** Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

**Additional Response:** This has potential schedule implications but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

**19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance**

**Preliminary Response:** Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

**Additional Response:** No additional response.

- 20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney**  
**21. Eliminate confusing SCDOT U-turns**  
**22. Eliminate left turns and traffic introduction onto Old Wild Horse Road**

**Preliminary Response:** This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCOOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

**Additional Response:** Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration

lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

**23. Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage**

**24. Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings**

**Preliminary Response:** This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

**Additional Response:** The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

**25. Create a Stoney-authored vision plan for the next generation of that neighborhood**

**Preliminary Response:** Agreement that this should be a locally handled effort.

**Additional Response:** As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

**26. Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.**

**Preliminary Response:** Agreement that this should be a locally handled effort.

**Additional Response:** The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommended changes to the Beaufort County Procurement Code, Division 4, Section 2-509, Authority and duties of purchasing director and the Chief Financial Officer
<b>MEETING NAME AND DATE:</b>
Finance Committee Meeting September 19, 2022
<b>PRESENTER INFORMATION:</b>
Dave Thomas, CPPO, Procurement Services Director (5 minutes)
<b>ITEM BACKGROUND:</b>
<i>The Budget Director's position is being eliminated from administration which will require a change to the current procurement code pertaining to Section 2-509, paragraphs (d)(1) Dollar limitations set for the Procurement Director and Budget Director.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
Section 2-509, paragraph (d) Dollar limitations (1) currently states: (1) Purchasing director, budget director, \$50,000.00 or less. We recommend changing the ordinance by deleting the <del>budget director</del> and to <b>add the Chief Financial Officer</b> , \$50,000.00 or less. For more detail, see the attached full Division 4, Section 2-509, Authority and duties of purchasing director.
<b>FISCAL IMPACT:</b>
NA
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve or deny the recommended changes to the Procurement Code pertaining Division 4, Beaufort County Procurement Code, Section 2-509, Authority and duties of purchasing director, Paragraph (d) (1) as stated above.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Approve or deny the recommended Procurement Ordinance Changes and forward to County council for approval and first reading.</i>

- **Sec. 2-509. - Authority and duties of purchasing director.**

(a) *Principal public procurement official.* The purchasing director shall serve as the principal public procurement official of the county and shall be responsible for the procurement of supplies, services, and construction in accordance with this division, as well as the management and disposal of supplies.

(b) *Duties.* In accordance with this division, the purchasing director shall:

(1) *Purchase.* Purchase all supplies, materials, equipment, and contractual services required by county agencies and perform the purchasing-related functions required of the purchasing director in this division.

(2) *Negotiate contracts.* Negotiate contracts for personal services and submit them for approval and award as provided in this division.

(3) *Use standard specifications.* Use standard specifications wherever they are applicable to purchase orders and contracts, and ensure compliance with such specifications through adequate inspection of deliveries.

(4) *Transfer between agencies.* Transfer between agencies supplies, materials, and equipment that are no longer needed by a holding agency but that can be used by the receiving agency.

(5) *Exchange, trade in and sell.* Exchange, trade in or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use.

(6) *Develop standard forms and conditions.* Develop, with the approval of the county attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop and prescribe the use by agencies of other forms required in carrying out this division, and amend or eliminate any such forms.

(7) *Acquire and dispose of real property.* Upon request of the county council and subject to its approval of each transaction, perform all delegable functions in connection with acquisition and disposal of real property.

(8) *Perform other duties.* Perform other duties as assigned by the county administrator and ACA, finance.

(c) *Operational procedures.* Consistent with this division, the purchasing director shall adopt operational procedures relating to the execution of his duties.

(d) *Dollar limitations.* Provided that funds have been preapproved by the county council as part of the budget process, an award is made to the lowest responsive and responsible bidder, the contracting authority for the county, except as otherwise provided in [section 2-512](#) pertaining to authority to contract for certain services, [section 2-513](#) pertaining to exemption and [section 2-514](#) pertaining to exemption for real property, shall be as follows:

(1) Purchasing director, delete -budget director add Chief Financial Officer, \$50,000.00 or less.

(2) County administrator or his designee, over \$50,000.00, but less than \$150,000.00. The county administrator may approve contract renewals and be exempt from the dollar limitations on expenditure authority identified in this [section 2-509](#), authority and duties of purchasing director, paragraph (d), dollar limitations in paragraphs (1)—(4), provided that the funds have been approved by the county council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit.

(3) Council committee, over \$150,000.00, but less than \$200,000.00.

(4) The county council, \$200,000.00 and over.

(e) *Elected and appointed officials.* Provided that funds have been approved by the county council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit within any elected official's office, the sheriff, auditor, treasurer, clerk of court, coroner, solicitor, public defender, probate judge, and magistrates shall be exempt from the dollar limitations on expenditure authority identified above provided that they shall comply with all of [the] provisions of competitive purchasing as may be required by South Carolina law and the Beaufort County Purchasing Ordinance. The county council may request such reports and information as it deems necessary and prudent on the purchasing activities of these offices to ensure compliance with these provisions.

(Code 1982, § 12-10; Ord. No. 99-14, 5-24-1999; [Ord. No. 2014/4, 2-10-2014](#) ; [Ord. No. 2021/42](#) , 12-13-2021)



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

Recommend Approval of Payment of \$186,840.38 to group of retirees as we now know it (retired July 1, 2016 – July 1, 2021) for loss of post-retirement health insurance benefits

**Council Committee:**

Finance Committee, September 19, 2022

**Meeting Date:**

Finance Committee Meeting, September 19, 2022, Coming to Council as approved by Finance Committee (8:2)

**Committee Presenter (Name and Title):**

Thomas J. Keaveny, II, County Attorney  
10 mins

**Issues for Consideration:**

This item is in response to additional requests from retirees to be included in council’s offer of a payment to non-litigating retirees for the loss of the retiree health insurance subsidy. Payout is based on life expectancy. The participation criteria are as follows:

- a) the retiree worked for the county for at least 15 years,
- b) the retiree had health insurance at the time of retirement,
- d) The retiree retired between July 1, 2016, and July 1, 2021.\*

\*The current group is limited to persons who retired *before* July 1, 2016, the date the insurance program ended.

**Points to Consider:**

Council is not obligated to make any payments, but members of Council have expressed a desire to do so. For retirees to receive a payment, a signed release will be required.

**Funding & Liability Factors:**

Staff recommends a total aggregate offer of \$186,840.38 be divided among 86 eligible retirees. Funds for this program are included in the proposed budget amendment which is currently before Council.

**Council Options:**

Approve or disapprove the offer of payment

Recommendation:

Item 27.

Staff has no recommendation

Created January 2019





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Broad River Fishing Pier Update
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Engineering Neil J. Desai, P.E., Public Works Director (15 Minutes)
<b>ITEM BACKGROUND:</b>
Update on the progress of the Broad River Fishing project from the Public Facilities Committee meeting. From November 16, 2020. At that meeting, Alternative F – Hybrid Approach was voted on without objections (please see attached McSweeney Engineering Report, Section 3.6).
<b>PROJECT / ITEM NARRATIVE:</b>
Phase 1 award to McSweeney Engineers. NTP given on January 14 <sup>th</sup> . Contract time is 310 calendar days from NTP. Surveying & soil borings is complete. Summary of Phase 1 - Funded by A/H Tax grant of \$114,000: <ul style="list-style-type: none"><li>• 4 design options will be provided. (Accompanying sketch)</li><li>• Cost estimates and narrative of each option w/pros &amp; cons</li><li>• Schematic plan set of preferred option</li><li>• Potential grant opportunities</li></ul> Phase 2 solicitation as either RFQ or RFP and project schedule is to be determined be determined on outcome of Phase 1. Summary of Phase 2 – Funded by A/H Tax grant of \$230,000: <ul style="list-style-type: none"><li>• New Pier Construction drawings</li><li>• Final permit approvals</li><li>• Final construction estimate</li><li>• Old Pier demolition drawings &amp; specifications</li></ul> Phase 3 entails both the demolition of the existing pier and construction of the new pier at approximate cost \$8M potentially funded by the A/H Tax grant.
<b>FISCAL IMPACT:</b>
No fiscal impacts currently.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Public Works Director recommends moving forward with Phase 2 of the project with the new pier as presented today.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation for Phase 2. <i>Next Steps – A Majority Vote for Acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>

### 3.5 Alternative E – Complete Rebuild

This alternative considers rebuilding the Broad River Fishing Pier with new materials and a smaller footprint. We estimate that a new pier measuring 900 ft long by 15 ft wide with an enlarged pier head will grant over 500 linear feet of pier for fishing. This pier, at approximately half the size of the existing, will have a service life of approximately 50 years, and will meet the project goal at a projected cost of \$6.75M.

### 3.6 Alternative F – Hybrid Approach

Alternative F considers combining Alternatives A, D and E. The bulleted items below present the approximate timeline and associated cost with this option:

- Years 0 through 7 - Do Nothing - Inspections Continue - Cost \$189,000
- Year 1 - Begin Permitting and Design of New Structure - Cost \$95,000
  - New structure will be on slightly different alignment than existing
  - New structure approximately 900 ft by 15 ft with enlarged pier head
  - Federal permit valid for 10 years
- Years 5 to 7 - Complete Rebuild - Cost \$6.75M
  - With maintenance satisfies project goal for 50 years
  - Close existing pier but allow pier to stand until funds for complete demolition can be obtained
- Years 10 to 12 - Complete Demolition - Cost \$4.5M

This approach satisfies the project goal of continued public recreational fishing on the Broad River for the next several decades. With a total cost of approximately \$11.5M over the next 50 years, this equates to approximately \$230,000 per year. When compared to complete or partial rehabilitation as presented in Alternatives B and C, this alternative exceeds the lifespan and satisfies the project goal. This option will likely provide the most long-term value for Beaufort County.

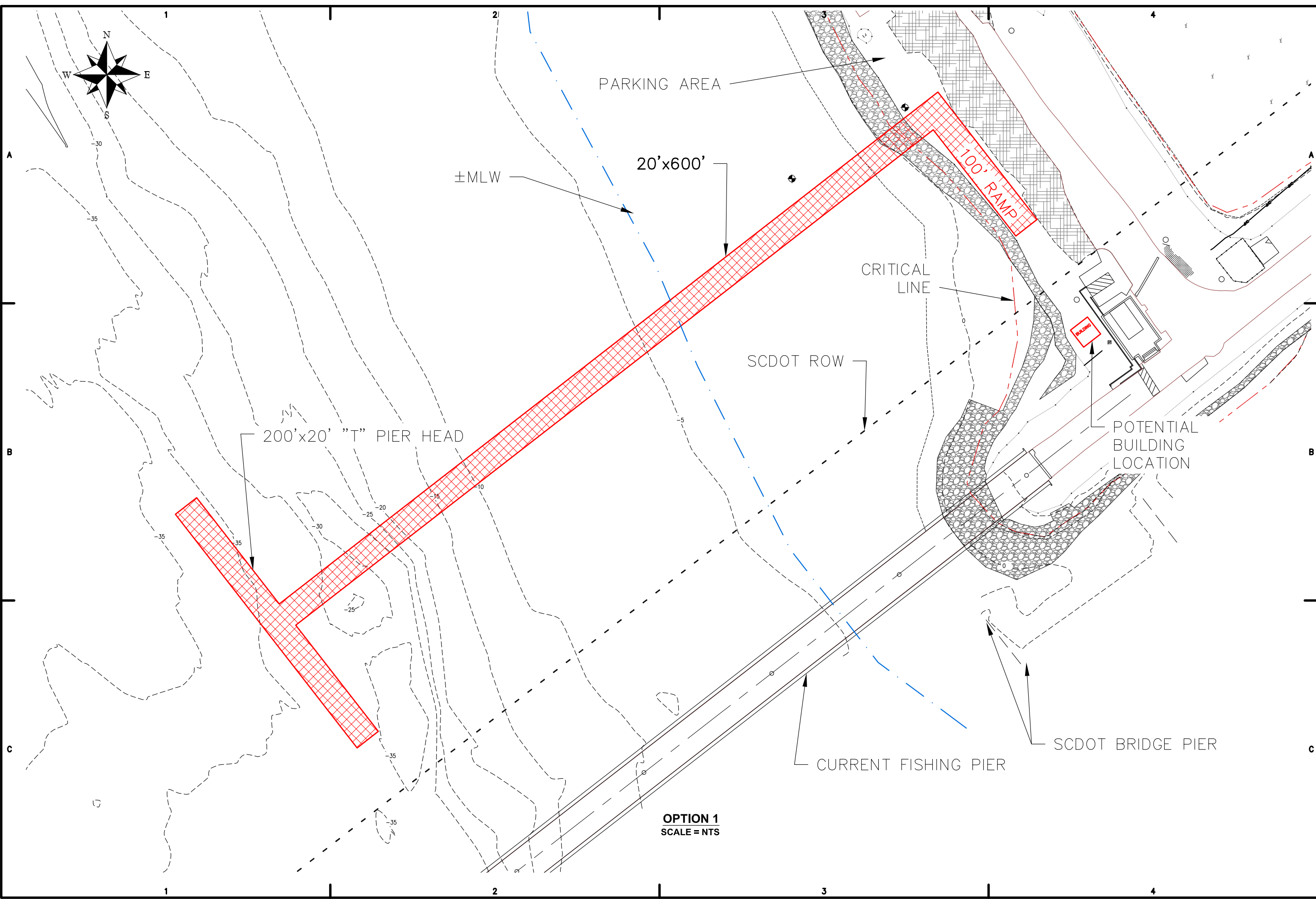
## 4.0 CONCLUSION AND RECOMMENDATIONS

This study presented an engineering opinion regarding potential rehabilitation and demolition options at the Broad River Fishing Pier. Although there are many potential options, the intent of this document was to generalize several feasible approaches and present them to Beaufort County personnel for consideration in budgeting and long-range planning purposes.

Based on our analysis, we recommend that Beaufort County consider Alternate F - Hybrid Approach. This approach satisfies the project goal of providing public fishing access to the Broad River for a projected 50 more years.

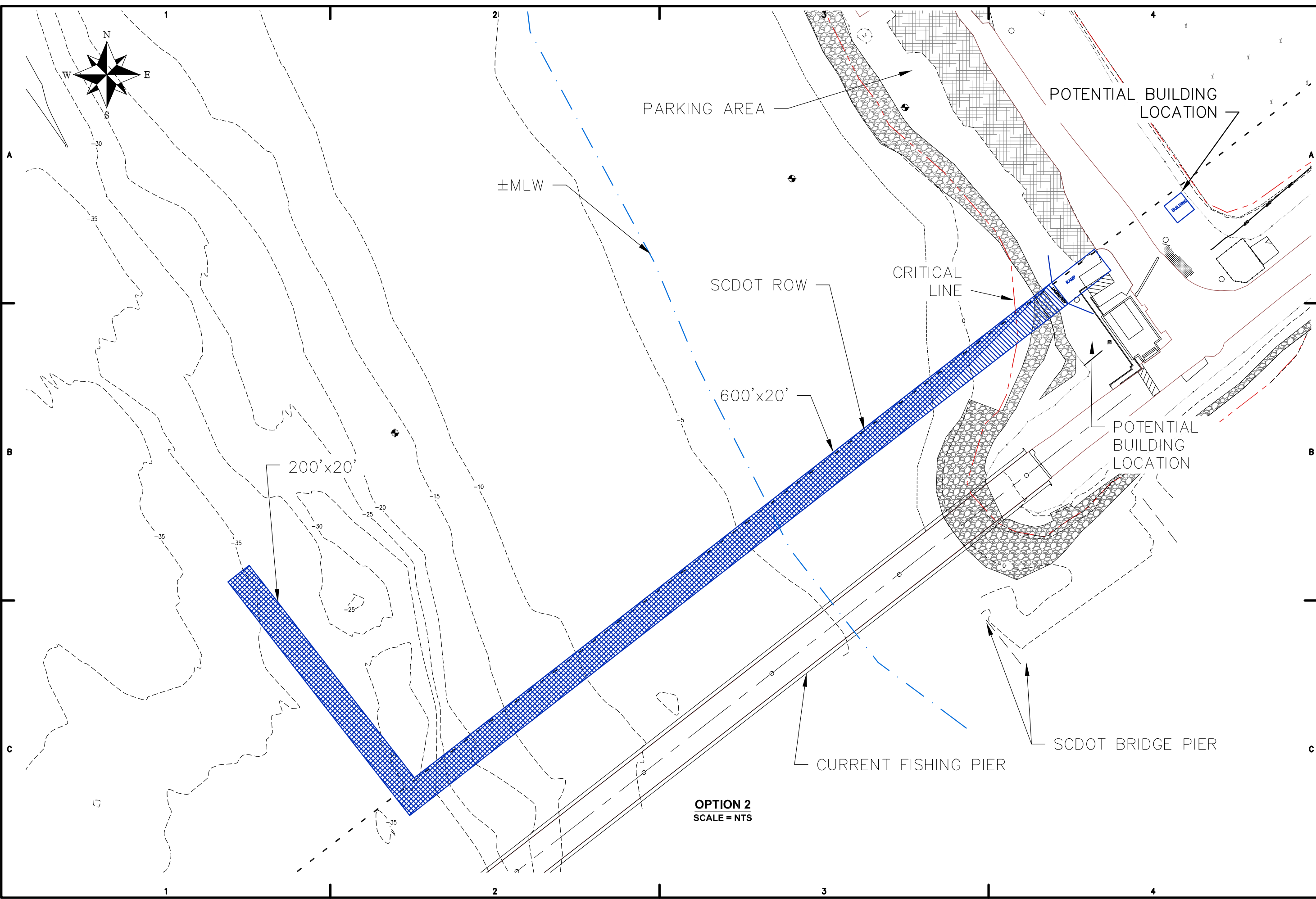
# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA



**OPTION 1**  
 SCALE = NTS

DESIGNED BY:	WDB
DRAWN BY:	WDB
CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___



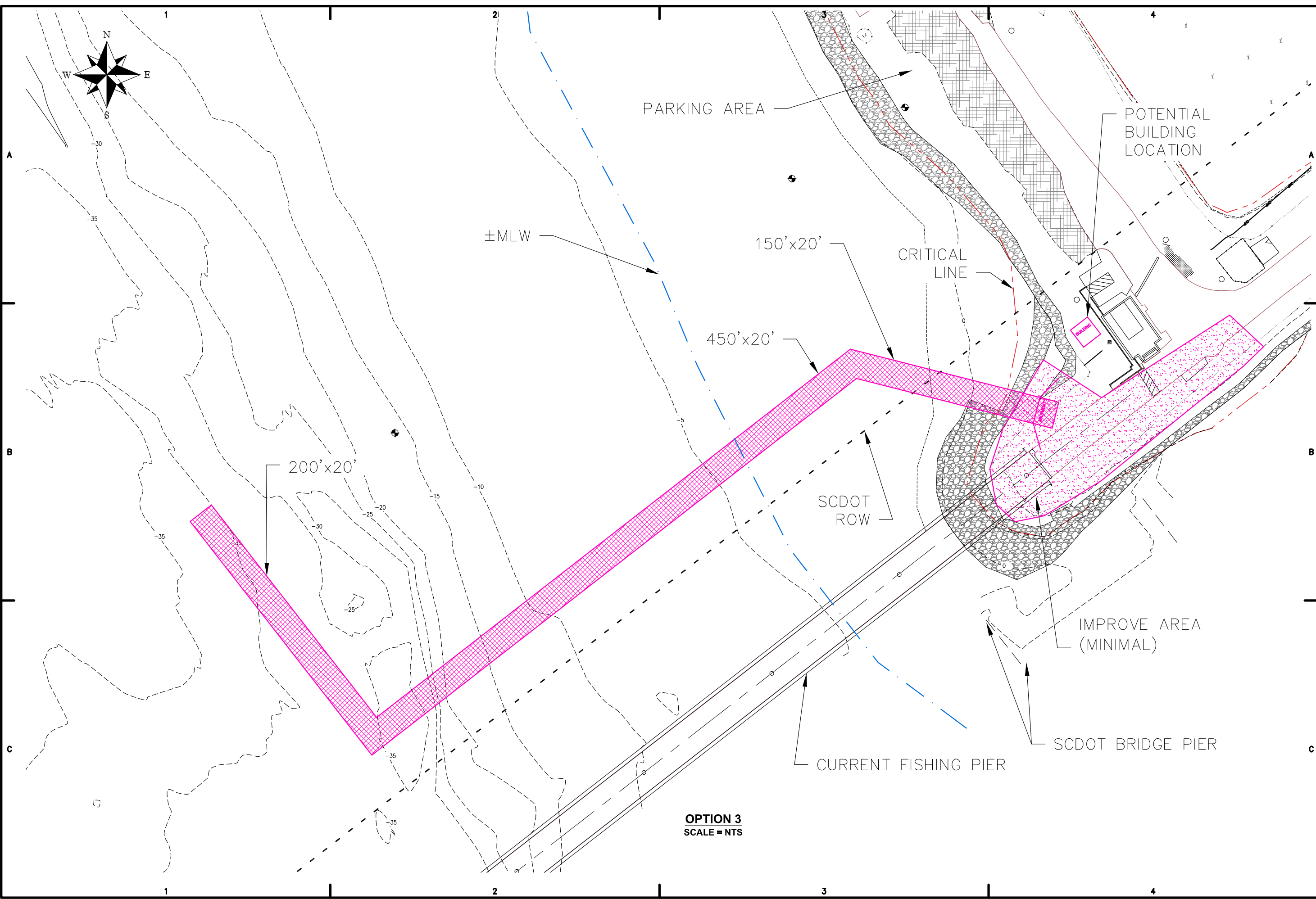
# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA

DESIGNED BY:	WDB
DRAWN BY:	WDB
CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___

# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA

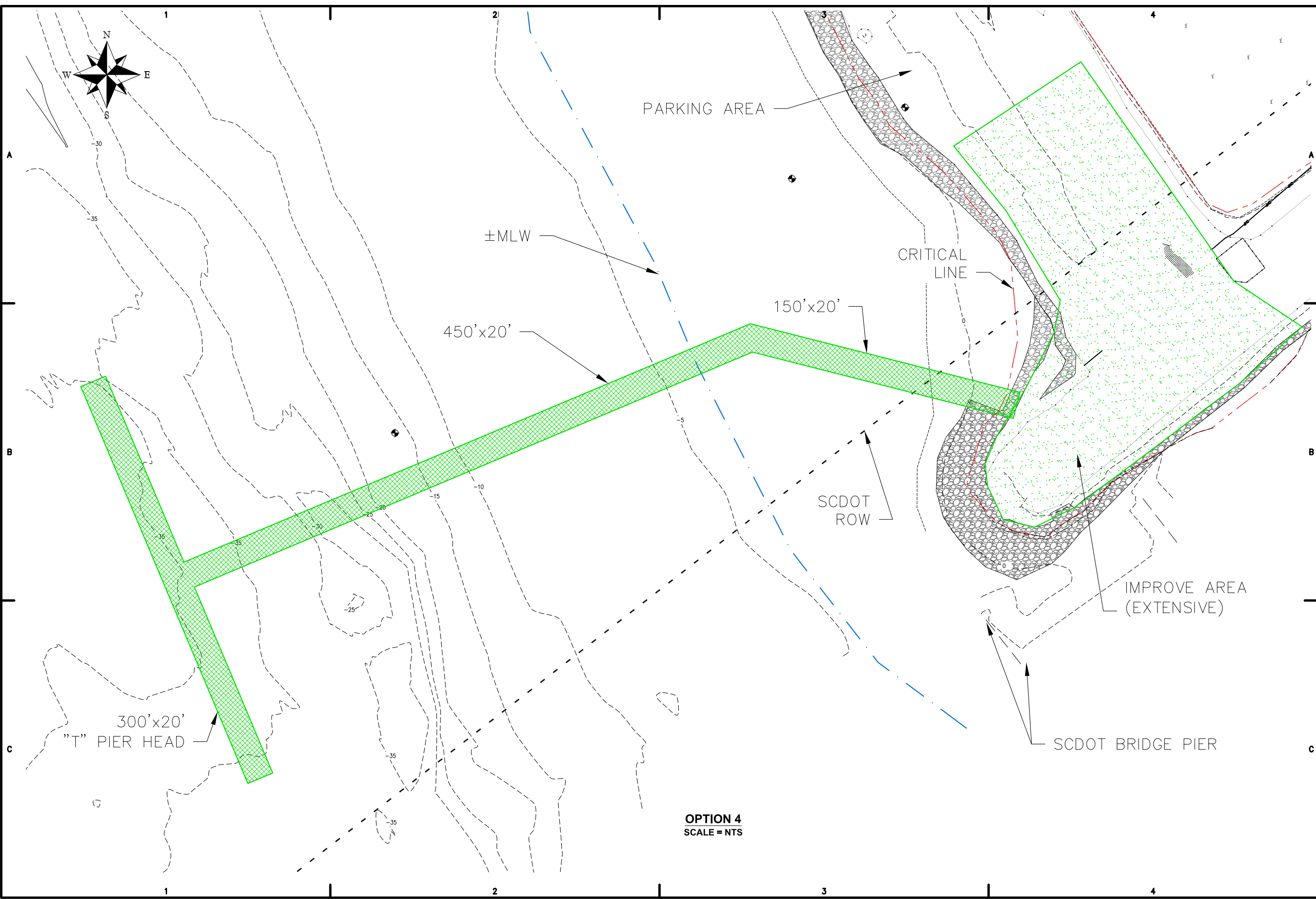


**OPTION 3**  
 SCALE = NTS

DESIGNED BY:	WDB
DRAWN BY:	WDB
CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___

# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA



**OPTION 4**  
 SCALE = NTS

DESIGNED BY:	WDB
DRAWN BY:	WDB
CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to Award RFQ#062222E On-Call Construction Management/CEI Services
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure (5 mins)
<b>ITEM BACKGROUND:</b>
On May 23, 2022, Beaufort County Transportation Engineering Department published a solicitation to contract with up to 5 qualified consultants experienced in providing transportation construction management and construction engineering and inspection services.
<b>PROJECT / ITEM NARRATIVE:</b>
17 responsive submissions were received on June 22, 2022, and reviewed by an evaluation team which determined the most qualified firms to be:  <ol style="list-style-type: none"><li>1. F&amp;ME Consultants, Inc.</li><li>2. HDR Engineering, Inc.</li><li>3. Infrastructure Consulting &amp; Engineering, LLC</li><li>4. Mead &amp; Hunt, Inc.</li><li>5. SEPI Engineering &amp; Construction, Inc.</li></ol>
<b>FISCAL IMPACT:</b>
The on-call consultants will provide proposals for each project they are assigned and will be brought before Committee and Council as outlined in the Beaufort County Procurement Code. The project will determine the funding source which could include, but not limit to, Road Use Fees, Impact Fees, C-Funds, Grants, Sales Tax, and any future funding source available for traffic and transportation projects. Amounts expended in each contract will not exceed budgeted amounts for the services rendered.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award RFQ#062222E On-Call Transportation Engineering Services.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation to award RFQ#062222E On-Call Construction Management/CEI Services.  <i>Next Step: Move forward to County Council for recommendation to award RFQ#062222E On-Call Construction Management/CEI Services.</i>

On-Call Construction Engineering and Inspection  
Summary Score Sheet

Evaluators	ATCS	CDM Smith	ESP	F&ME	HDR	ICE	JMT	KCI Technologies	Mead & Hunt	Michael Baker	Parrish & Partners	RK&K	RS&H	SEPI	TranSystem	Vokert, Inc.	Wood
B.Fields	71	76	70	93	91	95	69	79	94	80	88	79	76	92	77	68	56
F. Bauer	75	93	87	95	96	98	86	93	94	93	90	91	91	95	93	90	76
J. Campbell	60	64	77	78	92	92	72	79	82	70	87	74	67	94	87	63	47
K. Herrera	68	77	55	86	83	86	59	70	82	61	77	59	60	81	75	66	28
M.Meetez	71	83	71	94	87	95	76	79	90	80	76	79	77	86	79	68	62
<b>TOTAL:</b>	<b>345</b>	<b>393</b>	<b>360</b>	<b>446</b>	<b>449</b>	<b>466</b>	<b>362</b>	<b>400</b>	<b>442</b>	<b>384</b>	<b>418</b>	<b>382</b>	<b>371</b>	<b>448</b>	<b>411</b>	<b>355</b>	<b>269</b>
<b>RANK:</b>	<b>16</b>	<b>9</b>	<b>14</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>13</b>	<b>8</b>	<b>5</b>	<b>10</b>	<b>6</b>	<b>11</b>	<b>12</b>	<b>3</b>	<b>7</b>	<b>15</b>	<b>17</b>