



TOWN OF YEMASSEE TOWN COUNCIL MEETING

Tuesday, December 8, 2020 – 6:30PM

Yemassee Municipal Complex

101 Town Circle, Yemassee, SC 29945

- I. Call to Order – Mayor Colin Moore
- II. Pledge of Allegiance & Invocation
- III. Determination of Quorum
 - a. Consent of the Agenda for the December 8, 2020 Town Council Meeting
 - b. [Approval of the November 10, 2020 Town Council Meeting Minutes](#)
- IV. Old Business
 - a. [Consideration of a Request for an Ordinance Approving Annexation of Approximately 3.10 Acres of Land, located on Cochran Street, and further identified by Hampton County TMS: 198-00-00-195 & 198-00-00-317. \(Applicant: Glen Kears\) \[Ordinance 20-21\]](#)
 - b. [Consideration of a Request for an Ordinance Approving Annexation of Approximately 2.96 Acres of Land, located on Yemassee Highway, and further identified by Hampton County TMS: 197-00-00-117. \(Applicant: The Town of Yemassee\) \[Ordinance 20-22\]](#)
 - c. [Consideration of an Ordinance Amending the Town of Yemassee Schedule of Rates & Fees. \[Ordinance 20-24\]](#)
- V. New Business
 - a. [Consideration of a Request for an Ordinance Approving Annexation of Approximately 5.00 Acres of Land, located on Riley Street, and further identified by Hampton County TMS: 198-00-00-055 & 198-00-00-056. \[Ordinance 20-25\]](#)
 - b. [Consideration of a Request for an Ordinance Approving Annexation of Approximately 0.26 Acres of Land, located at 418 Cochran Street, and](#)

“FOIA Compliance – Public notification of this meeting has been published and posted in Compliance with the Freedom of Information Act and the Town of Yemassee policies.”

- Please note that each member of the public may speak during the Public Comment period at the end of the meeting. A Public Comment form must be filled out and submitted to the Town Clerk prior to the start of the meeting. Public comment must not exceed two (2) minutes.

further identified by Hampton County TMS: 198-00-00-079 (Applicant: Earl Decosta) [Ordinance 20-26]

- c. Consideration of a Resolution Authorizing the Town Clerk to Execute a Contract for the Purchase of Real Property located within the Town of Yemassee. [Resolution 20-09]
- d. Consideration of a Resolution Authorizing the Town Clerk to Award an Engineering Contract for the CDBG Water & Sewer Extension Contingent on Review and Approval from the South Carolina Department of Commerce. [Resolution 20-10]
- e. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Parks & Recreation Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee. [Resolution 20-11]
- f. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting a Roads Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee. [Resolution 20-12]
- g. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Library Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee. [Resolution 20-13]
- h. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Fire Service Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee. [Resolution 20-14]
- i. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Emergency Medical Services (EMS) Impact Fees, on new projects located within the Beaufort County portion of the Town of Yemassee [Resolution 20-15]
- j. Consideration of a Resolution Adopting the Town of Yemassee 2021 Town Council Public Meeting Schedule. [Resolution 20-16]

VI. Department Reports

a. Police Department

"FOIA Compliance – Public notification of this meeting has been published and posted in Compliance with the Freedom of Information Act and the Town of Yemassee policies."

- Please note that each member of the public may speak during the Public Comment period at the end of the meeting. A Public Comment form must be filled out and submitted to the Town Clerk prior to the start of the meeting. Public comment must not exceed two (2) minutes.

- b. Administration
 - c. Public Works
 - d. Municipal Court
- VII. Public Comment
 - a. Public Comment must be submitted in writing to the Town Clerk prior to the start of the meeting.
- VIII. Adjournment

"FOIA Compliance – Public notification of this meeting has been published and posted in Compliance with the Freedom of Information Act and the Town of Yemassee policies."

- Please note that each member of the public may speak during the Public Comment period at the end of the meeting. A Public Comment form must be filled out and submitted to the Town Clerk prior to the start of the meeting. Public comment must not exceed two (2) minutes.

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Approval of the Meeting Minutes of the November 10, 2020 Town Council Meeting

Department: Administration

Attachments:

_____ Ordinance _____ Resolution _____ Motion

 X Support Documents _____ Other

Summary: November 10, 2020 Town Council Meeting

Recommended Action: Approve the minutes of the November 10, 2020 Town Council Meeting

Council Action:

___ Approved as Recommended

___ Approved with Modifications

___ Disapproved

___ Tabled to Time Certain

___ Other

Minutes
Town of Yemassee Town Council
November 10, 2020 Town Council Meeting; 6:30PM
101 Town Cir, Yemassee, SC 29945

Attendance:

Present: Mayor Colin Moore, Mayor Pro-Tem Peggy O’Banner, Councilmember Alfred Washington, Chief Gregory Alexander, Town Clerk Matthew Garnes

Absent: Council Member(s) Hagan & Simmons

Media Present: Lowcountry Inside Track Ltd.

Call to Order:

Mayor Moore called the Tuesday, November 10, 2020 Town Council Meeting to order at 6:30PM.

Pledge of Allegiance & Invocation:

Council Member O’Banner gave the invocation and lead the Pledge of Allegiance.

Consent of the Agenda:

Mayor Moore asked for a motion to approve the Agenda as presented. Council Member O’Banner made the motion. There was no discussion on the motion. Second by Council Member Washington, all in favor. **Motion Passed**

Mayor Moore asked for a motion to approve the October 13, 2020 Town Council Meeting Minutes. Council Member Washington made the motion to approve as presented. There was no discussion. Second by Council Member O’Banner. All in favor. **Motion Passed.**

Old Business:

Mayor Moore read the proposed Ordinance 20-16, Amending the Town of Yemassee Code, Chapter 5, Section(s) 5.601 through 5.619 titled “Flood Damage Control” and turned over discussion to Mr. Garnes. Mr. Garnes explained that this Ordinance replaces the existing Town Ordinance on flooding and brings it in line with what South Carolina Department of Natural Resources considers the most up to date version. This all came down subsequent to FEMA adopting new FIRM maps for Beaufort County. SC DNR advised that our ordinance is extremely outdated and needs to be updated as well as adopt copies of the new FIRM maps prior to March 23, 2021, which is when they go into effect. If it was to remain as is, the Town would be suspended from the NFIP program. Council Member O’Banner made the motion to approve second and final reading on Ordinance 20-16. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-17, Consideration of an Ordinance Approving Annexation of Approximately 2.00 Acres at 84 Reeves Street, Hampton County TMS: 198-00-00-204. Mayor Moore asked for a motion to approve second and final reading. Council Member Washington made the motion. There was no discussion. Second by Council Member O'Banner. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-18, Consideration of an Ordinance Approving Annexation of Approximately 0.50 Acres at 244 Cochran Street, Hampton County TMS: 198-00-00-247. Mayor Moore asked for a motion to approve second and final reading. Council Member Washington made the motion. There was no discussion. Second by Council Member O'Banner. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-19, Consideration of an Ordinance Approving Annexation of Approximately 3.00 Acres on Louis Davis Road, Hampton County TMS: 197-00-00-025. Mayor Moore asked for a motion to approve second and final reading. Council Member O'Banner made the motion. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-20, Consideration of an Ordinance Approving Annexation of Approximately 0.40 Acres at 80 Cochran Street, Hampton County TMS: 198-00-00-106. Mayor Moore asked for a motion to approve second and final reading. Council Member Washington made the motion. There was no discussion. Second by Council Member O'Banner. All in favor, **Motion Passed.**

New Business:

Mayor Moore read proposed Ordinance 20-21, Consideration of an Ordinance Approving Annexation of Approximately Two Parcels, totaling 3.10 Acres on Cochran Street, Hampton County TMS: 198-00-00-195 & 198-00-00-317. Mayor Moore asked for a motion to approve first reading. Council Member Washington made the motion. There was no discussion. Second by Council Member O'Banner. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-22, Consideration of an Ordinance Approving Annexation of Approximately 2.96 Acres on Yemassee Hwy, Hampton County TMS: 197-00-00-117. Mr. Garnes informed Council that this parcel is the town owned former dump site on SC-68. Mayor Moore asked for a motion to approve first reading. Council Member O'Banner made the motion. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-23, Consideration of an Emergency Ordinance Extending the Requirement for Individuals to Wear Face Coverings in Certain Circumstances in light of the COVID-19 Pandemic; and matters related thereto. Mr. Garnes briefed the Council and said this is the same Ordinance as before but with an updated expiration date. Mr. Garnes advised that SC DHEC commended local municipalities for instituting mask ordinances Mayor Moore asked for a motion to approve first and final reading. Council Member Washington made

the motion. There was no discussion. Second by Council Member O’Banner. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-23, Consideration of an Ordinance Amending the Town of Yemassee Schedule of Rates & Fees. Mr. Garnes informed the Council the update increases the rental fee of the Harold Peeples field and no other charges were amended. Mayor Moore asked for a motion to approve first reading. Council Member O’Banner made the motion. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Department Reports

Police Department – Chief Alexander provided the Council with statistics on the Operation Rolling Thunder that the Police Department participated in. He reported that Officer Mebane was involved in a motor vehicle accident up there and is currently out on Workman’s Comp. The Vehicle he was driving is totaled and it is anticipated we will receive \$8,000.00 for the scrap value of the car.

Administration – Mr. Garnes gave a brief summary on activity of the Administration Department. The Town sponsored additional COVID-19 testing sites in October and has another three-day block scheduled November 30 – December 2.

Public Works – None

Municipal Court - None

Public Comment:

Stephen Henson (17 Mixon St) – Mr. Henson inquired if there was a local ordinance regulating golf carts on public roadways within the Town of Yemassee. There has been increased golf cart traffic and is concerned if there is not an Ordinance that it could create a gray area. Chief Alexander commented that golf carts are regulated by state law.

Council Member O’Banner thanked everyone who helped at the Veterans Memorial Park dedication last weekend.

Adjournment

Mayor Moore asked for motion to adjourn. Council Member Washington made the motion to adjourn. Second by Council Member O’Banner. All in favor, **Meeting Adjourned at 7:02PM**

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Annexation Ordinance 20-21, Annexing Two Parcels of Land Totaling 3.10 acres located on Cochran St, Hampton County TMS: 198-00-00-195 & 198-00-00-31

Department: Administration

Attachments:

Ordinance _____ Resolution _____ Motion

Support Documents _____ Other

Summary: The Town of Yemassee has received an Annexation Application from Glen Kearse for two parcels of land on Cochran Street. These properties are existing donut holes which upon Annexation would help the Town reach its long-term goal of a less fragmented Town Boundary. The properties are currently unimproved land.

Recommended Action: Approve Second Reading on Annexation Ordinance 20-21

Council Action:

Approved as Recommended

Approved with Modifications

Disapproved

Tabled to Time Certain

Other

Yemassee Municipal Complex

101 Town Cir P.O. Box 577 Yemassee, SC 29945-0577

Telephone (843) 589-2565 Fax (843) 589-4305

www.townofyemassee.org

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(20-21)

An Ordinance Annexing Two Parcels of Land owned by Glen Kearse into the Town of Yemassee, South Carolina.

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, TWO PARCELS OF LAND TOTTALLING 3.10 ACRES, LOCATED ON COCHRAN ST OWNED BY GLEN KEARSE, IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

As an incident to the adoption of this ordinance, Town Council of Yemassee finds the following facts to exist:

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town by a Petition signed by all persons owning real estate in the area requesting annexation.
- b) A proper Petition has been filed with Town of Yemassee by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the Town of Yemassee under the provisions of South Carolina Section 5-3-150(3) and is requesting the Town's zoning of General Residential and have submitted proper submission materials supporting each application in accordance with Town requirements.
- c) It appears to Town Council that the annexation would be in the best interest of the property owners and the town.
- d) The Town Council is zoning the parcel General Residential.
- e) The Yemassee Town Council finds the proposed annexation and rezoning is consistent with the Yemassee Comprehensive Plan (as amended and revised);

Section 2.

NOW, THEREFOR IT BE ORDAINED by the Mayor and Council of the Town of Yemassee, South Carolina, duly assembled and with authority of the same, pursuant to Section 5-3-150, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the Town of Yemassee, to wit:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 198-00-00-195, 198-00-00-317 & 0.59 and 2.51 acres, respectively, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS 8th Day of December 2020

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Councilmember

Michelle Hagan, Councilmember

Chuck Simmons, Councilmember

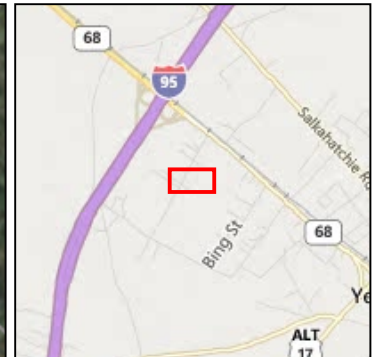
Alfred Washington, Councilmember

(Seal)

First Reading: November 10, 2020
Second Reading: December 8, 2020



Town of Yemassee



Legend

- ◆ Address Points - Beaufort
- Beaufort Parcels
- ◆ Address Points - Hampton
- Hampton Parcels
- Road Names
- Roads
 - Roads
 - Major Roads
 - Interstate
- ✕ Railroads
- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

200 ft

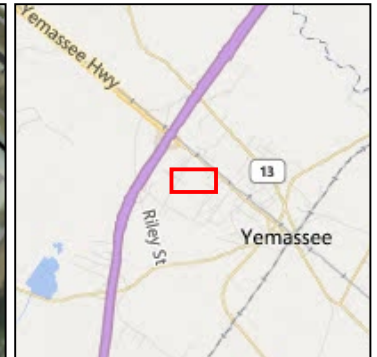
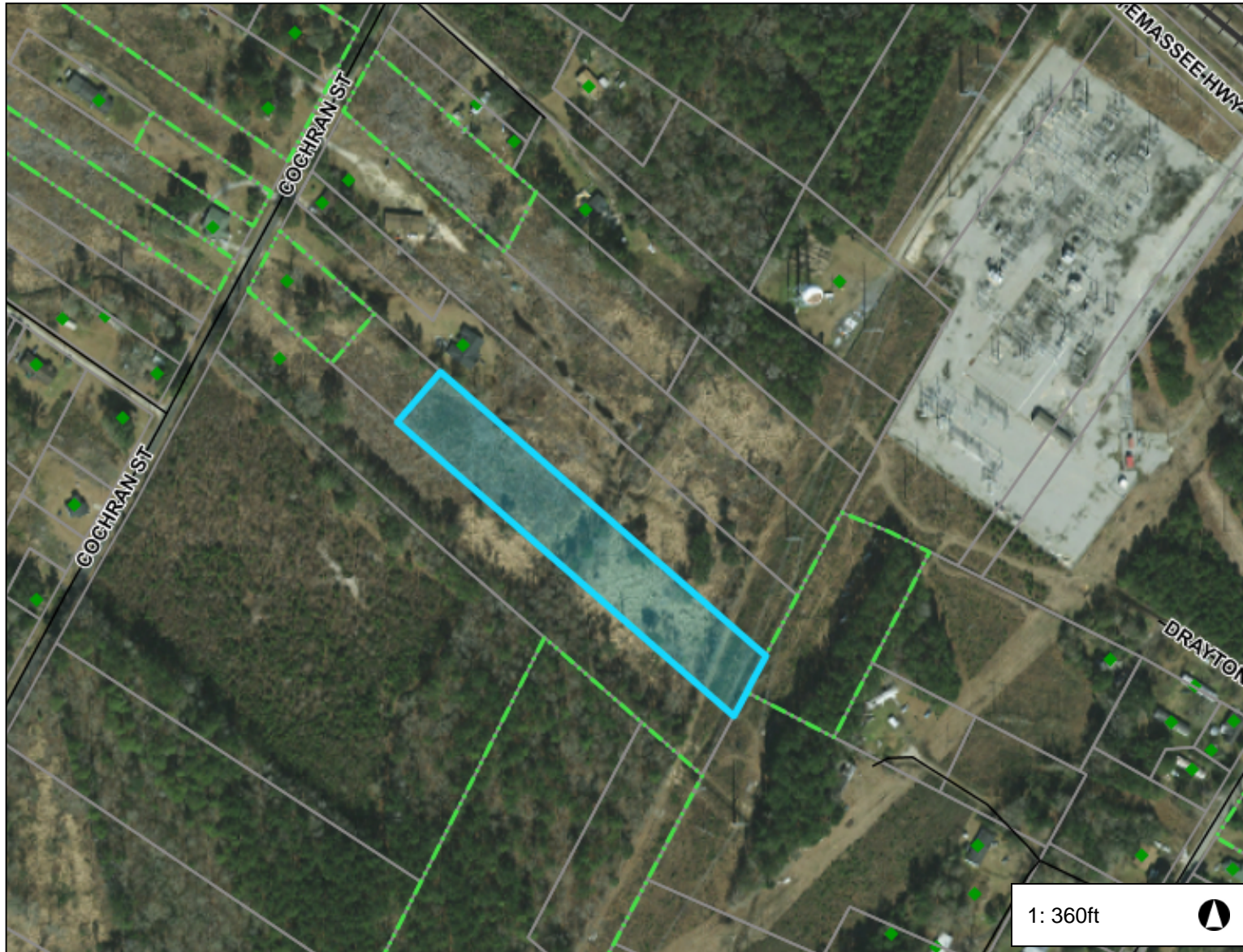
15 Oct, 2020

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Town of Yemassee



Legend

- ◆ Address Points - Beaufort
- Beaufort Parcels
- ◆ Address Points - Hampton
- Hampton Parcels
- Road Names
- Roads
 - Roads
 - Major Roads
 - Interstate
- ✕ Railroads
- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

1: 360ft



500 ft

15 Oct,2020

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**TOWN OF YEMASSEE
ANNEXATION APPLICATION**

Town of Yemassee

OCT 15 2020

Received

Yemassee Municipal Complex
P.O. BOX 577
Yemassee, SC 29945-0577
(843) 589-2565

Applicant		Property Owner	
Name: Glen Kearse		Name: Glen Kearse	
Phone: 407-765-1591		Phone: 407-765-1591	
Mailing Address: 3891 NW 5th Court Ft. Lauderdale, FL 33311		Mailing Address: Same	
E-mail: gk75847@gmail.com		E-mail: GK75847@gmail.com	
Town Business License # (if applicable):			
Project Information			
Project Name: Kearse Properties		Acreage: 0.59, 2.51	
Project Location: Cochran Street			
Existing Zoning: Hampton County (Regional Development)		Proposed Zoning: General Residential (GR)	
Tax Map Number(s): 198-00-00-195, 198-00-00-317			
Project Description: Annexation of two parcels			
Select Annexation Method			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	<input type="checkbox"/> 25 Percent Elector Petition and Election Method
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s) <input checked="" type="checkbox"/> 2. Copy of plat and/or survey of area requesting annexation			
Note: Application is not valid unless signed and dated by property owner.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.			
Property Owner Signature: <i>Glen Kearse</i>		Date: 10/8/20	
Applicant Signature: <i>Glen Kearse</i>		Date: 10/8/20	
For Office Use			
Application Number: <i>ANNX-10-20-1057</i>		Date Received: <i>10/15/20</i>	
Received By: <i>M. Garnes</i>		Date Approved:	

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Annexation Ordinance 20-22, Annexing One Parcel of Land of Approximately 2.96 acres located on Yemassee Hwy, Hampton County TMS: 197-00-00-117

Department: Administration

Attachments:

Ordinance _____ Resolution _____ Motion

Support Documents _____ Other

Summary: The Town of Yemassee owns property outside of the Town Limits which was used over two decades ago as a municipal landfill / dump site. The landfill operation was abated and is now unimproved land in front of the Angel Tract. By Annexing this property via line-of-sight contiguity, the Town will have more control over future use on that property.

Recommended Action: Approve Second Reading on Annexation Ordinance 20-22

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(20-22)

An Ordinance Annexing One Parcel of Land owned by the Town of Yemassee into the Town of Yemassee, South Carolina.

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, ONE PARCEL OF LAND OF APPROXIMATELY 2.96 ACRES, LOCATED ON YEMASSEE HWY OWNED BY THE TOWN OF YEMASSEE, IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

As an incident to the adoption of this ordinance, Town Council of Yemassee finds the following facts to exist:

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town by a Petition signed by all persons owning real estate in the area requesting annexation.
- b) A proper Petition has been filed with Town of Yemassee by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the Town of Yemassee under the provisions of South Carolina Section 5-3-150(3) and is requesting the Town's zoning of Mixed Use and have submitted proper submission materials supporting each application in accordance with Town requirements.
- c) It appears to Town Council that the annexation would be in the best interest of the property owners and the town.
- d) The Town Council is zoning the parcel Mixed Use.
- e) The Yemassee Town Council finds the proposed annexation and rezoning is consistent with the Yemassee Comprehensive Plan (as amended and revised);

Section 2.

NOW, THEREFOR IT BE ORDAINED by the Mayor and Council of the Town of Yemassee, South Carolina, duly assembled and with authority of the same, pursuant to Section 5-3-150 and Section 5-3-100, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the Town of Yemassee, to wit:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 197-00-00-117 & 2.96 acres, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS 8th Day of December 2020

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Councilmember

Michelle Hagan, Councilmember

Chuck Simmons, Councilmember

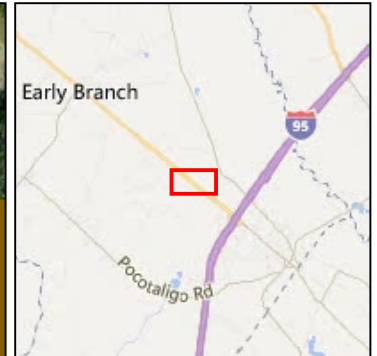
Alfred Washington, Councilmember

(Seal)

First Reading:
Second Reading:



Town of Yemassee



Legend

- Address Points - Beaufort
- Beaufort Parcels
- Address Points - Hampton
- Hampton Parcels

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Road Names

- Roads
- Major Roads
- Interstate
- Railroads
- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

1: 721ft



500 ft

4 Dec, 2020

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of an Ordinance Amending the Town of Yemassee Schedule of Rates & Fees (Ordinance 20-24)

Department: Administration

Attachments:

Ordinance _____ Resolution _____ Motion

Support Documents _____ Other

Summary: The Town of Yemassee adopted its most recent schedule of rates and fees concurrently with the adoption of the FY21 budget. The current fee for rental of \$175 does not cover the overhead and the current deposit amount is insufficient to cover any repairs should there be any damages resulting from a renter. The updated fee schedule amends the rental fee per day to \$250 and increases the security deposit from \$25 to \$100. All money generated from the rental of the Ballfield will remain with the Recreation Department for future improvements to town owned recreation facilities and programs.

Recommended Action: Approve first reading on Ordinance 20-24, Amending the Schedule of Rates & Fees.

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

AN ORDINANCE OF THE TOWN OF YEMASSEE (20-24)
Exhibit 1 – Schedule of Rates and Fees

TO AMEND THE SCHEDULE OF RATES AND FEES FOR THE TOWN OF YEMASSEE, SOUTH CAROLINA, AS SHOWN AS EXHIBIT ONE IN THE YEMASSEE TOWN CODE; TO PROVIDE FOR A MASTER FEE SCHEDULE FOR TOWN ASSESSED FEES; AND TO ALLOCATE WHAT SERVICES ASSESS FEES.

WHEREAS; The Town of Yemassee Schedule of Rates and Fees is periodically updated to adjust for fees assessed by the Town of Yemassee and;

WHEREAS; The current fee schedule required updates to certain fees to cover costs associated with the renting of the Harold Peeples Ballfield and;

WHEREAS; The Master Fee Schedule is amended to increase the amount for rental of the Harold's Ballfield from \$175 to \$250 and the Deposit from \$25 to \$100;

WHEREAS; Any and all revenue generated from the rental of Harold's Ballfield will remain in the Recreation Department Account for future additions or upgrades to the Town of Yemassee Parks and Recreation inventory.

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 its enactment by the Town Council for the Town of Yemassee.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF YEMASSEE ON THIS 8th DAY OF DECEMBER 2020.

Colin J Moore, Mayor

Michelle Hagan, Council Member

Peggy O'Banner, Mayor Pro-Tem

Charlie Simmons, Council Member

ATTEST:

Matthew E Garnes, Town Clerk

Alfred Washington, Council Member

(Seal)

The Town of Yemassee, South Carolina

Schedule of Rates & Fees

December 8, 2020

Description	Fee
Filing Fee for Office of the Mayor	\$300.00
Filing Fee for Office of Council Member	\$150.00
Fee for impounding dogs running at large	\$10.00 per day
Returned Check Fee	\$36.00
Garbage Collection Fee per month (96gal Roll Cart): *Available for Residents inside corporate limits only*	\$12.00
Residential	\$24.00
Commercial (96gal Roll Cart)	
Replacement Fee for damaged/destroyed Town owned Trash Cans (due to gross owner negligence, not normal wear & tear or stolen cans)	\$65.00
Annual License Fee for Operating Advertising Signs within the corporate limits. (Billboards)	\$100.00
Gas Permit Fee	\$70.00
HVAC Permit Fee	\$70.00
Electrical Permit	\$70.00
Dock Permit	\$150.00
Residential Remodel Permit	\$245.00
Pool/Spa Permit	\$150.00
Construction Trailer Permit	\$100.00
Penalty for Working without Permit	Value of Permit Fee x 2

Hospitality Tax (Collected by ALL businesses engaged in the sale of prepared food and beverage	2% per quarter
Accommodations Tax (Collected by ALL businesses engaged in the operation of short-term lodging facilities	3% per quarter
Exempt Plat Stamping	\$25.00
Police Report Fee (No fee for Victims) Fee assessed to Insurance Companies	\$10.00
Community Center Rental	\$125.00 \$100 Security Deposit
Lost/Damaged Keycard Fee	\$25.00
Harold Peeples Field Rental (Per Day)	\$250.00 Fee \$100.00 Deposit
Lost/Damaged Keycard Fee	\$25.00
Printing, Reproduction, Documents Black and White Photocopies (8.5" X 11" or smaller) Color Photocopies Photocopies Larger than 8.5" X 11" Photocopies Plotter/Large Format Copies of Plans CD Copy Staff Time making copies (no less than a 30-minute charge)	Per Page \$0.20 Per Page \$0.25 Per Page \$0.25 Per Page \$6.00 Per Disc \$5.00 Per Hour \$25.00
Residential Construction Permit	\$490.00
Commercial Construction Permit (Less than \$1,000,000 valuation)	\$1650.00
Commercial Construction Permit (Greater than \$1,000,00 valuation)	\$2650.00
Police Services Off-Duty Police Officer (Per Officer, Per Hour Basis)	\$42.50

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Annexation Ordinance 20-25, Annexing Two Parcels of Land Totaling 5.00 acres located off Riley St, Hampton County TMS: 198-00-00-055 & 198-00-00-056.

Department: Administration

Attachments:

Ordinance _____ Resolution _____ Motion

Support Documents _____ Other

Summary: The Town of Yemassee has received Annexation Application from Larry Evans for two parcels of land located on Riley Street. The parcels are currently undeveloped, and the applicant is preparing a conceptual plan for a potential duplex development in 2022.

Recommended Action: Approve first reading on Annexation Ordinance 20-25

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(20-25)

An Ordinance Annexing Two Parcels of Land owned by Larry Evans into the Town of Yemassee, South Carolina.

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, TWO PARCELS OF LAND OF APPROXIMATELY 5.00 ACRES, LOCATED ON RILEY ST OWNED BY LARRY EVANS, IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

As an incident to the adoption of this ordinance, Town Council of Yemassee finds the following facts to exist:

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town by a Petition signed by all persons owning real estate in the area requesting annexation.
- b) A proper Petition has been filed with Town of Yemassee by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the Town of Yemassee under the provisions of South Carolina Section 5-3-150(3) and is requesting the Town's zoning of General Residential and have submitted proper submission materials supporting each application in accordance with Town requirements.
- c) It appears to Town Council that the annexation would be in the best interest of the property owners and the town.
- d) The Town Council is zoning the parcel General Residential.
- e) The Yemassee Town Council finds the proposed annexation and rezoning is consistent with the Yemassee Comprehensive Plan (as amended and revised);

Section 2.

NOW, THEREFOR IT BE ORDAINED by the Mayor and Council of the Town of Yemassee, South Carolina, duly assembled and with authority of the same, pursuant to Section 5-3-150 and Section 5-3-100, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the Town of Yemassee, to wit:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 198-00-00-055, 198-00-00-056 & 3.00, 2.00 acres, respectively, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS 12th Day of January 2021

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Councilmember

Michelle Hagan, Councilmember

Chuck Simmons, Councilmember

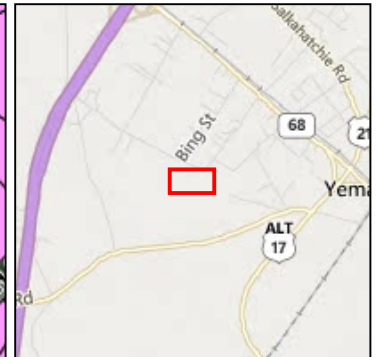
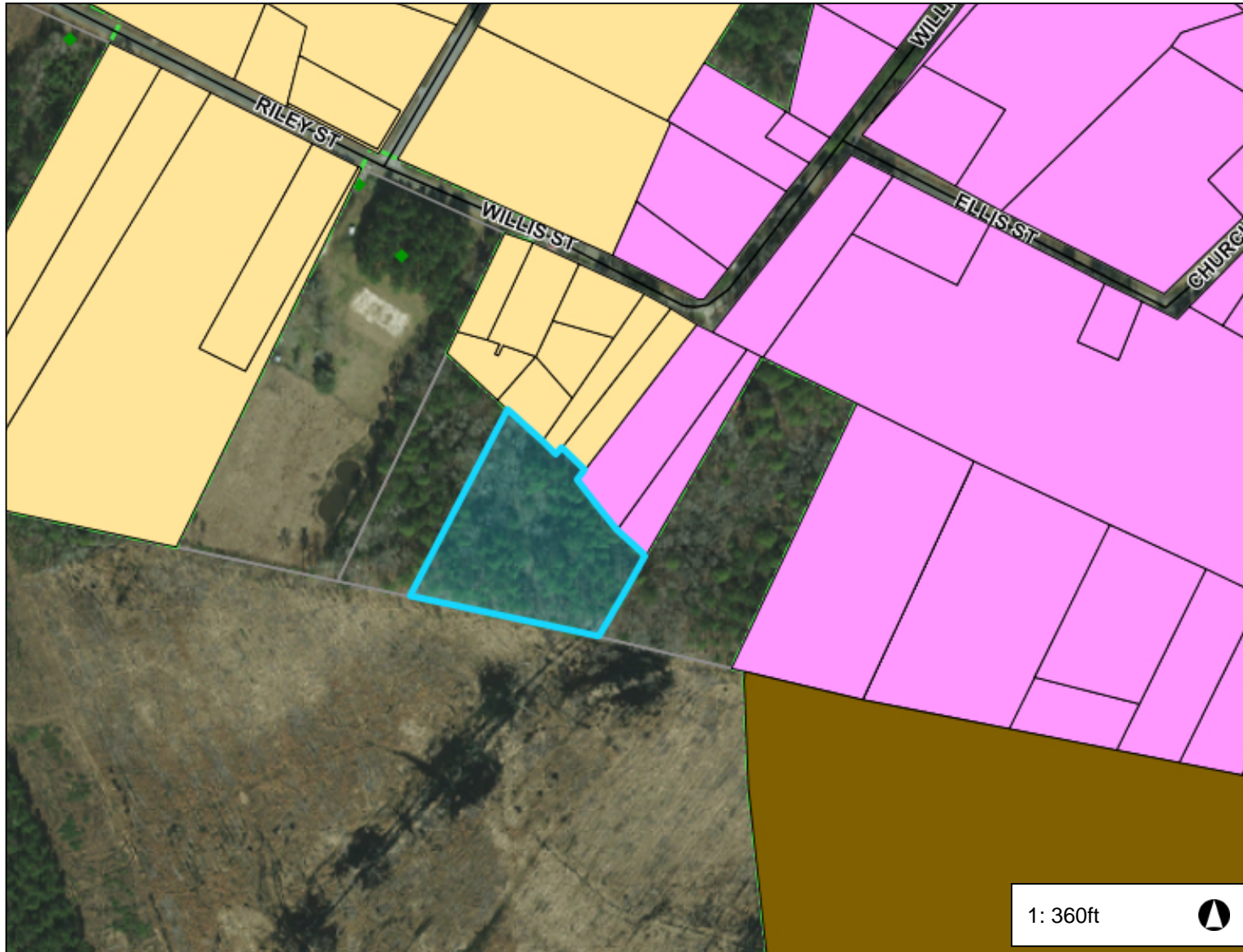
Alfred Washington, Councilmember

(Seal)

First Reading:
Second Reading:



Town of Yemassee



Legend

- ◆ Address Points - Beaufort
- Beaufort Parcels
- ◆ Address Points - Hampton
- Hampton Parcels

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Road Names

Roads

- Roads
- Major Roads
- Interstate

Railroads

- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

1: 360ft



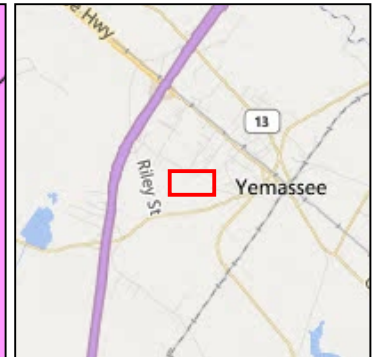
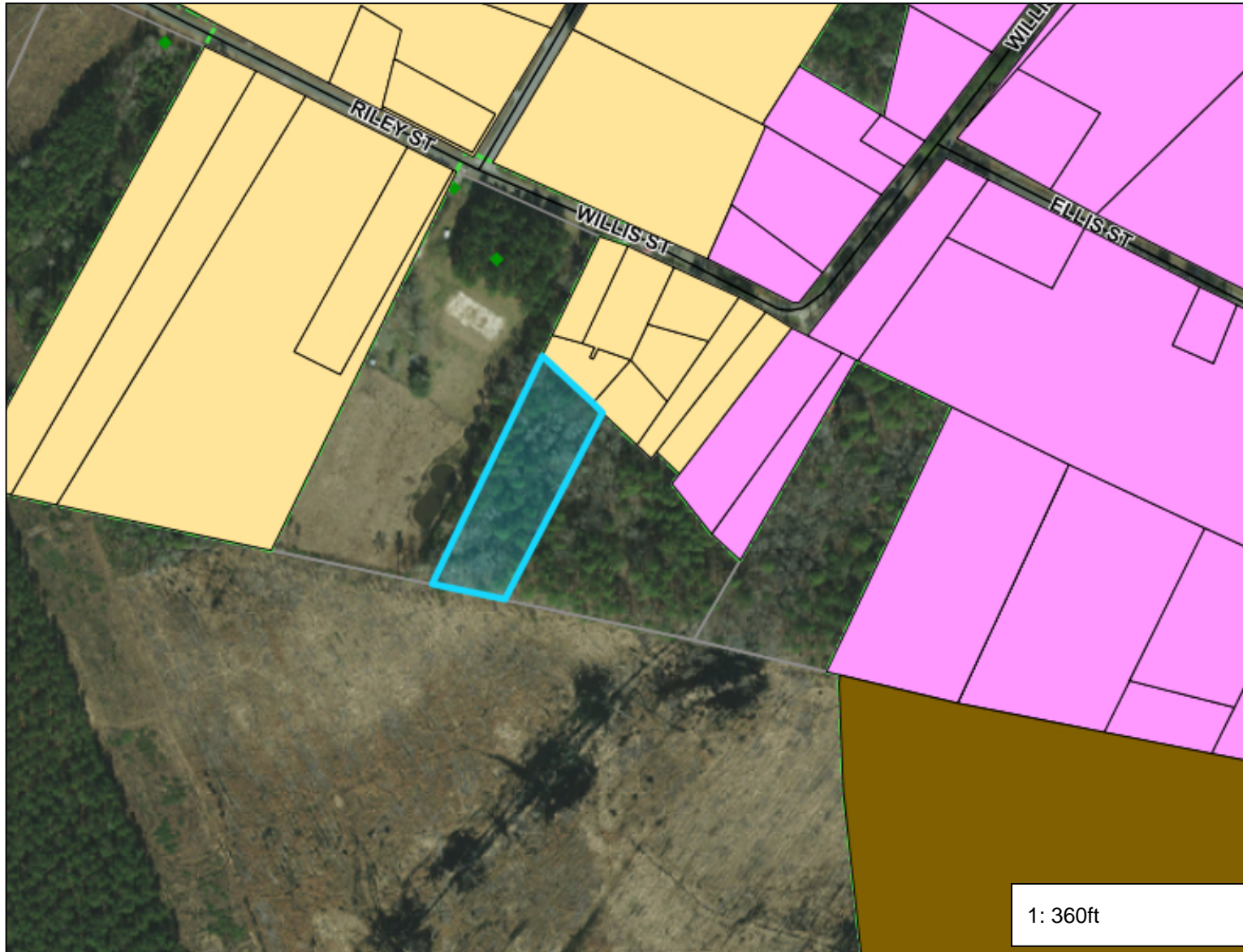
500 ft

2 Dec,2020

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Town of Yemassee



Legend

- ◆ Address Points - Beaufort
- Beaufort Parcels
- ◆ Address Points - Hampton
- Hampton Parcels

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Road Names

Roads

- Roads
- Major Roads
- Interstate
- ✕ Railroads
- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

1: 360ft

500 ft

2 Dec,2020

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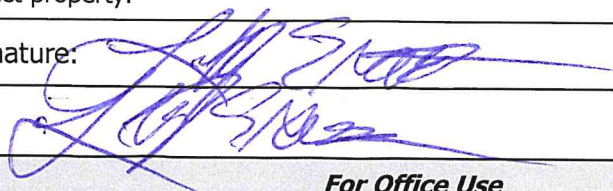
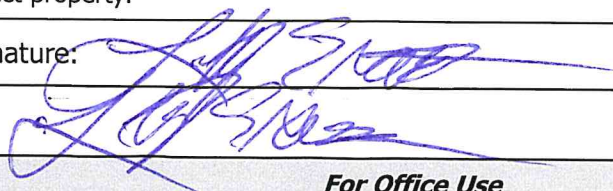
THIS MAP IS NOT TO BE USED FOR NAVIGATION



**TOWN OF YEMASSEE
ANNEXATION APPLICATION**

Town of Yemassee
NOV 20 2020
Received

Yemassee Municipal Complex
P.O. BOX 577
Yemassee, SC 29945-0577
(843) 589-2565

Applicant		Property Owner	
Name: Larry Evans		Name: Larry Evans	
Phone: (404) 441-8320		Phone: (404) 441-8320	
Mailing Address: 3880 Mink Livsey Rd Snellville, GA 30039		Mailing Address: 3880 Mink Livsey Rd Snellville, GA 30039	
E-mail: ljeinc@bellsouth.net		E-mail: ljeinc@bellsouth.net	
Town Business License # (if applicable):			
Project Information			
Project Name: Evans Tract		Acreage: 5.00	
Project Location: Off Riley St			
Existing Zoning: Hampton County		Proposed Zoning: General Residential	
Tax Map Number(s): 198-00-00-056 & 198-00-00-055			
Project Description: Annexation of two tracts totaling 5.00 ac			
Select Annexation Method			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	<input type="checkbox"/> 25 Percent Elector Petition and Election Method
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s) <input checked="" type="checkbox"/> 2. Copy of plat and/or survey of area requesting annexation			
Note: Application is not valid unless signed and dated by property owner.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.			
Property Owner Signature: 		Date: 11/20/20	
Applicant Signature: 		Date: 11/20/20	
For Office Use			
Application Number: ANNEX-11-20-1065		Date Received: 11/20/20	
Received By: M. Games		Date Approved:	

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Annexation Ordinance 20-26, Annexing One Parcel of Land Totaling 0.26 acres located at 418 Riley St, Hampton County TMS: 198-00-00-079.

Department: Administration

Attachments:

Ordinance _____ Resolution _____ Motion

Support Documents _____ Other

Summary: The Town of Yemassee has received an Annexation Application from Earl Decosta for one parcel of land located at 418 Cochran St. A single-family dwelling occupies the parcel currently and there is no anticipated change of use.

Recommended Action: Approve first reading on Annexation Ordinance 20-25

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(20-26)

An Ordinance Annexing One Parcel
of Land owned by Earl Decosta into
the Town of Yemassee, South
Carolina.

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, ONE PARCEL OF LAND TOTTALLING 0.26 ACRES, LOCATED AT 418 COCHRAN ST OWNED BY EARL DECOSTA, IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

As an incident to the adoption of this ordinance, Town Council of Yemassee finds the following facts to exist:

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town by a Petition signed by all persons owning real estate in the area requesting annexation.
- b) A proper Petition has been filed with Town of Yemassee by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the Town of Yemassee under the provisions of South Carolina Section 5-3-150(3) and is requesting the Town's zoning of General Residential and have submitted proper submission materials supporting each application in accordance with Town requirements.
- c) It appears to Town Council that the annexation would be in the best interest of the property owners and the town.
- d) The Town Council is zoning the parcel General Residential.
- e) The Yemassee Town Council finds the proposed annexation and rezoning is consistent with the Yemassee Comprehensive Plan (as amended and revised);

Section 2.

NOW, THEREFOR IT BE ORDAINED by the Mayor and Council of the Town of Yemassee, South Carolina, duly assembled and with authority of the same, pursuant to Section 5-3-150, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the Town of Yemassee, to wit:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 198-00-00-079 & 0.26 acres, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS 12th Day of January 2021

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Councilmember

Michelle Hagan, Councilmember

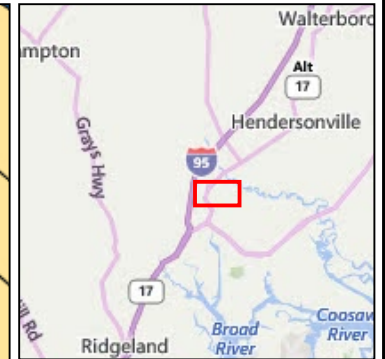
Chuck Simmons, Councilmember

Alfred Washington, Councilmember

(Seal)

First Reading: December 8, 2020
Second Reading: January 12, 2021

Town of Yemassee



Legend

- ◆ Address Points - Beaufort
- Beaufort Parcels
- ◆ Address Points - Hampton
- Hampton Parcels

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Road Names

Roads

- Roads
- Major Roads
- Interstate
- ✕ Railroads
- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

1: 360ft

500 ft

2 Dec,2020

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



**TOWN OF YEMASSEE
ANNEXATION APPLICATION**

Town of Yemassee

NOV 30 2020

Received

Yemassee Municipal Complex
P.O. Box 577
Yemassee, SC 29945-0577
(843) 589-2565
www.townofyemassee.org

Applicant		Property Owner	
Name: Earl Decosta		Name: Earl Decosta	
Phone:		Phone: 646 320 6768	
Mailing Address: 8 East 110th St Apt 1-J New York, NY 10029		Mailing Address:	
E-mail:		E-mail:	
Town Business License # (if applicable):			
Project Information			
Project Name: Decosta		Acreage: 0.26	
Project Location: 418 Cochran St			
Existing Zoning: County		Proposed Zoning: General Residential	
Tax Map Number(s): 198-00-00-079			
Project Description: 0.26			
Select Annexation Method			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	<input type="checkbox"/> 25 Percent Elector Petition and Election Method
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s)			
<input checked="" type="checkbox"/> 2. Copy of plat and/or survey of area requesting annexation			
Note: Application is not valid unless signed and dated by property owner.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.			
Property Owner Signature: Earl R DeCosta		Date: 11-30-2020	
Applicant Signature: Earl R DeCosta		Date: 11-30-2020	
For Office Use			
Application Number: L. Mixson / ANNEX-11-20-1044		Date Received: 11/30/20	
Received By: L. Mixson		Date Approved:	

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Town Clerk to Execute a Contract for the Purchase of Real Property located within the Town of Yemassee

Department: Administration

Attachments:

___ Ordinance x Resolution ___ Motion

 X Support Documents _____ Other

Summary: One of the strategic goals for the Town of Yemassee identified by Town Council is to expand its inventory of land for potential future municipal use. The subject property is located within the newly annexed Riley Street neighborhood and by purchasing property in this new area we are reaffirming our commitment to residents across town.

Recommended Action: Approve resolution authorizing the Town Clerk to execute the real estate purchase contract

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 20-09
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA TOWN COUNCIL,
AUTHORIZING THE TOWN CLERK TO EXECUTE A PURCHASE CONTRACT FOR A
PARCEL OF REAL PROPERTY LOCATED IN THE TOWN LIMITS

WHEREAS, the Town of Yemassee seeks to add to their inventory of available land to increase its Parks & Recreation offerings and plan for future services; and

WHEREAS, in 2018, the Town of Yemassee received and adopted over 150 Annexation Ordinances via the 100% Petition Annexation method, which substantially increased the service area of the Town; and,

WHEREAS, the Town desires to purchase property for future use within this newly annexed area of the Town and wishes to reaffirm the Towns commitment to increasing the quality of life for all residents of the Town of Yemassee, including those in the newly annexed areas; and,

WHEREAS, the Town believes by purchasing the subject parcel, they will be better positioned to offer services to this area in the future.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, South Carolina, that

1. The Yemassee Town Council hereby authorizes Matthew Garnes, Town Clerk, to execute a real estate purchase contract in the amount of \$24,000 for real property located in the Town of Yemassee, on Riley Street, and further identified by Hampton County TMS: 198-00-00-061, and to issue funds needed for closing to the closing agent as well as sign any documentation necessary to complete the transaction.

ADOPTED, THIS 8th DAY OF December 2020.

Colin Moore
Mayor

ATTEST:

Matthew E. Garnes
Town Clerk

(Seal)

CLOSING INFORMATION WORKSHEET

MLS#: 127427 Contract Date: 11/28/2020 Closing Date: 12/15/2020

Property Address: W Riley Street

City: Yemassee State: S.C. Zip: 29945 County: Hampton

Lot: _____ Block: _____ Section: _____ Subdivision: Yemassee

District/Map/Parcel: 198-00-00-061 Sales Price: \$ 24,000.00

BUYER(S) NAME AND ADDRESS:

Town of Yemassee

Home Phone: _____ Work: _____ Cell: _____

Fax: _____ Email: _____ Best Number to Call: _____

BUYER(S) ATTORNEY NAME AND ADDRESS:

Darrell Thomas Johnson Jr.

Phone: 8437842142 Fax: 843 Contact Person: Kristy Harper

Email: kmh@johnsonslawoffice.com

BUYER(S) LENDER NAME AND ADDRESS:

Cash

Contact Person: _____ Phone: _____ Fax: _____

SELLER(S) NAME AND ADDRESS:

Patricia Orozco

Home Phone: No Work: _____ Cell: 843-252-9096

Fax: No Email: rmonti96@gmail.com Best Number to Call: cell

SELLER(S) ATTORNEY NAME AND ADDRESS:

Darrell Thomas Johnson Jr.

Phone: 843-784-2142 Fax: _____ Contact Person: Kristy Harper

Email: rmonti96@gmail.com

kmh@johnsonslawoffice.com

Commission Rate 6 % Earnest \$ 1000.00 Date Dep: ?

Earnest Money Held By: Law Offices of Darrell Thomas Johnson Jr.

Listing Agent/Agency: Ron Greiner / Greiner & Co. Real Estate

Phone: 8438124603 Fax: 910638-5476 Commission Split: 3 %

Selling Agent/Agency: Robert Maul 843321-9036

Phone: 843321-9036 Fax: _____ Commission Split: 3 %

Home Inspection: No Date Ordered: N/A

Ordered By: No Due Date: N/A

Termite Bond: YES NO Termite Company: NA

Survey: YES NO Company: N/A

Preliminary Septic Approval: No

COMMENTS: Cash Close Dec. 15th 2020

CLOSING INFORMATION WORKSHEET

MLS#: 127427 Contract Date: 11/28/2020 Closing Date: 12/15/2020

Property Address: no Riley Street

City: Yemassee State: S.C. Zip: 29945 County: Hampton

Lot: _____ Block: _____ Section: _____ Subdivision: Yemassee

District/Map/Parcel: 198-00-00-061 Sales Price: \$ 24,000.00

BUYER(S) NAME AND ADDRESS:

Town of Yemassee

Home Phone: _____ Work: _____ Cell: _____

Fax: _____ Email: _____ Best Number to Call: _____

BUYER(S) ATTORNEY NAME AND ADDRESS:

Darrell Thomas Johnson Jr

Phone: 8437842142 Fax: 843

Contact Person: Kristy Harper

Email: kmh@johnsonslawoffice.com

BUYER(S) LENDER NAME AND ADDRESS:

Cash

Contact Person: _____ Phone: _____ Fax: _____

SELLER(S) NAME AND ADDRESS:

Patricia Orozco

Home Phone: No Work: _____ Cell: 843-252-9096

Fax: No Email: rmonti96@gmail.com Best Number to Call: cell

SELLER(S) ATTORNEY NAME AND ADDRESS:

Darrell Thomas Johnson Jr.

Phone: 843-784-2142 Fax: _____

Contact Person: Kristy Harper

Email: rmonti96@gmail.com

kmh@johnsonslawoffice.com

Commission Rate 6 % Earnest \$ 1000.00

Date Dep: ?

Earnest Money Held By: Law Offices of Darrell Thomas Johnson Jr.

Listing Agent/Agency: Ron Greiner / Greiner & Co. Real Estate

Phone: 8438124603 Fax: 910638-5476 Commission Split: 3 %

Selling Agent/Agency: Robert Maul 843321-9036

Phone: 843321-9036 Fax: _____ Commission Split: 3 %

Home Inspection: No

Date Ordered: N/A

Ordered By: No

Due Date: N/A

Termite Bond: YES (NO) Termite Company: N/A

Survey: YES (NO) Company: N/A

Preliminary Septic Approval: No

COMMENTS: Cash close Dec. 15th 2020



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Town of Yemassee ("Buyer"), and Seller(s), Patricia Orozco ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 24,000
Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD.
Verification of Cash available for Closing is attached not attached to be Delivered before. This Contract is is not contingent upon the sale and closing of Buyer's real property and SCR504 is is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 00 Riley St Unit #
City Yemassee State of South Carolina
Zip 29945 County of Hampton
Lot Block Section/Phase Subdivision
Other Tax Map 198-00-00-061

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before December 15th, 2020 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Town of Yemassee

[mg] BUYER [] BUYER [] SELLER [P.O] SELLER HAVE READ THIS PAGE

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 1,000.00 (USD) Earnest Money is paid as follows: \$ 0.00 accompanies this offer and \$ 1,000.00 will be paid within 5 Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Law Offices of Darrell Thomas Johnson, Jr. LLC as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ 0.00 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 0.00 OR 0 % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the Seller's or Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs

7. **FINANCE:** Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender

[mg] BUYER [_____] BUYER [_____] SELLER [P.O] SELLER HAVE READ THIS PAGE

funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ FHA VA Conventional Seller Other _____

An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections
Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than 10 Business Days after Contract's original Primary Effective Date unless the Parties agree in writing to extend the Due Diligence Period.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Contract Renegotiations, Seller to obtain estimates, Buyer and Seller to negotiate Contract terms, and Buyer to potentially timely/proper Due Diligence terminate or buy.

[mg] BUYER [_____] BUYER [_____] SELLER [P.O] SELLER HAVE READ THIS PAGE

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. **TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ 0.00 USD Good Funds. **DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract is is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract is is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The Buyer or Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract is is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination

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during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: county city private corporate community well other _____. Seller represents the Property is connected to water disposal system: septic sewer private corporate government other _____.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

20. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the Seller or Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

[] BUYER [_____] BUYER [_____] SELLER [P.O] SELLER HAVE READ THIS PAGE

24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by _____ Buyer _____ and paid for by _____ Buyer _____.

All of these reports or certifications shall be completed no later than 10 Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

27. DEFAULT/BREACH OF CONTRACT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

[mg] BUYER [_____] BUYER [_____] SELLER [P.O] SELLER HAVE READ THIS PAGE

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610):

[*mg*] BUYER [_____] BUYER [_____] SELLER [*P.O.*] SELLER HAVE READ THIS PAGE

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 AM PM on November 27th, 2020 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within _____ Business Days. Parties shall initial and date all page and changes in this Contract.

BUYER: Matthew Garnes Date: 11/24/2020 Time: 7:11 PM
11/24/2020 7:11:37 PM EST Town of Yemassee
BUYER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: P.O. Box 577, Yemassee, SC 29945-0577

SELLER: Patricia Orozco Date: 11/28/2020 Time: 2:30 PM
Patricia Orozco
SELLER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____ SC

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TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Law Offices of Darrell Thomas Johnson, Jr. LLC

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Law Firm

ESCROW AGENT CONTACT INFO: 300 Main St #5931, Hardeeville, SC 29927

LICENSEE: ROBERT MOUL **SC LICENSE #** 89765 **EXPIRES** 6/30/2021

BROKER IN CHARGE: JOSEPH RYAN **SC LICENSE #** 25264 **EXPIRES** 06/30/2022

BROKERAGE COMPANY NAME: Weichert Realtors Coastal Properties

INVOLVED AS: **BUYER AGENT** **SELLER SUBAGENT** **DUAL AGENT** **BUYER DESIGNATED AGENT***
 CUSTOMER FACILITATOR **TRANSACTION BROKERAGE**

MEMBERS OF Beaufort **ASSOCIATION/BOARD OF REALTORS®**

NOTICE ADDRESS: 1613 North St Beaufort SC

NOTICE EMAIL/FAX: robertmoul@weichertcp.com

MOBILE PHONE: 843-321-9036 **OFFICE PHONE:** _____

OTHER: _____

LICENSEE: RONALD F GRINER **SC LICENSE #** 12082 **EXPIRES** 06/30/2021

BROKER IN CHARGE: RONALD F GRINER **SC LICENSE #** 12082 **EXPIRES** 06/30/2021

BROKERAGE COMPANY NAME: GREIN & CO. REAL ESTATE

INVOLVED AS: **SELLER AGENT** **SELLER SUBAGENT** **DUAL AGENT** **SELLER DESIGNATED AGENT***
 CUSTOMER FACILITATOR **TRANSACTION BROKERAGE**

MEMBERS OF Beaufort **ASSOCIATION/BOARD OF REALTORS®**

NOTICE ADDRESS: 160 SEA PINES E ST HELENA, SC 29920

NOTICE EMAIL/FAX: rongriner98@gmail.com

MOBILE PHONE: 843-812-4603 **OFFICE PHONE:** _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS. NO AGENT IS NO CLIENT SERVICE, YES CUSTOMER SERVICE.**

[mg] BUYER [_____] BUYER [_____] SELLER [P.O.] SELLER HAVE READ THIS PAGE

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Town Clerk to award an Engineering Contract for the CDBG Water/Sewer Extension project contingent on review and approval from the South Carolina Department of Commerce

Department: Administration

Attachments:

___ Ordinance X Resolution ___ Motion

___ Support Documents ___ Other

Summary: Bids have been received for Engineering services and the Selection Committee has identified an Engineering Contractor for the project.

Recommended Action: Approve Resolution 20-10, approving the selection committee's choice for Engineering services contingent on review and approval from the South Carolina Department of Commerce.

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Parks & Recreation Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee

Department: Administration

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: Beaufort County personnel have completed the Impact Fee study earlier this year and is working with municipalities north of the broad to have the respective Councils adopt the IGA's for Impact Fees. The County has divided the county boundary into two impact fee service areas, North of the Broad & South of the Broad. Money generated from Impact Fees must be spent in the respective service area within three years or the funds must be returned to the ratepayers.

Recommended Action: Approve Resolution 20-11 executing the Intergovernmental Agreement for the collection of Parks & Recreation Impact Fees

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

RESOLUTION 2020-11

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF YEMASSEE AND BEAUFORT COUNTY FOR THE COLLECTION OF PARKS & RECREATION IMPACT FEES ON NEW DEVELOPMENTS WITHIN THE BEAUFORT COUNTY PORTION OF THE TOWN OF YEMASSEE

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act (hereinafter the “Act”) which enables local governments to enact and impose parks and recreation, road and library facility development impact fees in accordance with its provisions, procedures and requirements; and

WHEREAS, in accordance with the Act, the County prepared and adopted a development impact fee procedures ordinance (Ordinance No. 1999/26 as amended by Ordinance No. 2006/24, “Impact Fee Procedures Ordinance”); and

WHEREAS, in accordance with the Act, the County has prepared and adopted a Parks & Recreation Facilities Ordinance (No. 1999/31 as amended 2006/24); and,

WHEREAS, pursuant to the Act, the County developed capital improvement plans for each of the above-mentioned public facilities, identifying the specific system improvements needed to meet the projected demand from anticipated new growth and development; and

WHEREAS, pursuant to the Act, the County has prepared technical support studies (the (1) Library Facilities Impact Fee Support Study and CIP dated August 2006; the (2) Parks and Recreation Facilities Impact Fee Support Study and CIP; (3) Bluffton-Okatie and Hilton Head Island Service Areas dated August 2006; and the (4) Road Facilities Impact Fee Support Study and CIP; South Beaufort County Service Area dated September 2006) for each of the above referenced public facilities; and

WHEREAS, it is essential that the public facilities development impact fees be imposed, calculated and collected uniformly within each service area throughout the County, including on properties which are annexed into the Town but which are in the County; and

WHEREAS, the Parties acknowledge that subsequent to enacting the ordinances referred to above, and with actual or constructive notice of the same, the Town annexed into the Town certain properties which, at the time, were in the unincorporated area of the County and to which these impact fees applied; and

WHEREAS, pursuant to S.C. Code Ann. Sec. 6-1-910, et seq. such properties are annexed subject to existing impact fees; and

WHEREAS, S.C. Code Ann. §6-1-20 (Supp. 1994) authorizes the Parties to enter into Intergovernmental Agreements including agreements such as this one for the collection and distribution of impact fees; and

WHEREAS, the Parties agree that all public facilities development impact fees shall be collected by the County for the purpose of funding public facilities and improvements, as set forth in the applicable Public Facilities Capital Improvement Plans, to meet the public facilities demands resulting from projected new population, residential and non-residential development, as applicable; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Beaufort County and the Town Clerk of the Town of Yemassee; and

WHEREAS, the foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration for the above premises and the mutual covenants contained herein, the Parties to this Agreement do agree as follows in the attached Intergovernmental Agreement listed as “Exhibit A”:

Colin J Moore, Mayor

ATTEST: Matthew E Garnes, Town Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY, SOUTH CAROLINA,
AND THE TOWN OF YEMASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Beaufort County, South Carolina (“County”) and the Town of Yemassee (“Town”). It provides through Ordinance 2020/ [REDACTED] and the impact fee procedures of Section 82-21 *et seq.* of the Beaufort County Code for the following:

- (1) The imposition and collection, at the time of issuance of a building permit, Parks & Recreation development impact fees on all new residential development on those portions of the County which have been annexed into the Town;
- (2) The transfer of the Parks & Recreation development impact fees from the Town to the County; and
- (3) If fees are not spent by the County within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate fee payers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq.* (hereinafter the “Act”) which enables local governments to enact and impose development impact fees for public facilities including for emergency medical and rescue facilities, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County has directed the preparation of a technical support study entitled the *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “Parks & Recreation development impact fee study and CIP”); and

WHEREAS, the County provides Parks & Recreation services in the North Beaufort County Parks & Recreation Service Area (“Service Area), defined in the study as the area of Beaufort County north of the Broad River; and

WHEREAS, the Parks & Recreation development impact fee and study demonstrate that population and growth estimates over the next 10 years for the North Beaufort County Parks & Recreation Service Area, which includes portions of the County which have been annexed into the Town, create a need for additional Parks & Recreation to support the projected growth in the County; and

WHEREAS, the Parks & Recreation development impact fee study and CIP establishes a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development in the North Beaufort County Parks & Recreation Service Area, and a proportionate Parks & Recreation development impact fee for new residential development; and

WHEREAS, pursuant to the Parks & Recreation development impact fee study and CIP, Parks & Recreation facility system improvement needs have been identified in the Parks & Recreation Service Area, and a capital improvements plan (CIP) prepared; and

WHEREAS, those portions of the County which have been annexed into the Town are located within the North Beaufort County Parks & Recreation Service Area, as are all or parts of the City of Beaufort and Town of Port Royal; and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the Parks & Recreation Development Impact Fee Ordinance (Ordinance No. 2020/ [REDACTED]); and

WHEREAS, pursuant to the Act, and to ensure the Parks & Recreation development impact fees established in Ordinance 2020/[REDACTED] are imposed and collected uniformly within the Service Area, the Town (with respect to the annexed portions of the County), along with the City of Beaufort and Town of Port Royal have all opted into Ordinance 2020/[REDACTED], and will impose Parks & Recreation development impact fees within their corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and Town (collectively, the “parties”) are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the Town has the power and authority, pursuant to the Act, to collect the Parks & Recreation development impact fees and transfer those fees to the County for expenditure on Parks & Recreation facility system improvements in the CIP; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect Parks & Recreation development impact fees, including receiving, administering, and spending the Parks & Recreation development impact fees imposed and collected by Town, as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all Parks & Recreation impact fees collected by the Town in accordance with this Agreement shall be transferred to the County for the purpose of funding Parks & Recreation facility system improvements in the CIP, or if necessary be refunded to the appropriate feepayers; and

WHEREAS, the City of Beaufort and the Town of Port Royal have entered into similar intergovernmental agreements with the County for the collection and transfer of fee funds to the County, and for fee refunds to the appropriate feepayers, if necessary; and

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the County Council of Beaufort County and the Town Clerk of the Town of Yemassee.

NOW, THEREFORE, the parties to this Agreement agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the “Agreement.”

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

- (1) Parks & Recreation development impact fees are imposed on new residential development uniformly within the North Beaufort County Parks & Recreation Services Area (the “Parks & Recreation Service Area”) including annexed portions of the County which are within the Town.
- (2) The Town collects Parks & Recreation development impact fees at time of building permit, places them in a segregated, interest bearing trust fund, then transfers them to the County for Parks & Recreation facility system improvements in accordance with Ordinance No. 2020/ [redacted] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (3) If the County fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town so they can be refunded to the appropriate fee payers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/ [redacted], and the impact fee procedures in Section 82-21 *et seq.* of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/ [redacted] shall have the express prior agreement of the Town.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2) Termination of Agreement

- (a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in 4(1) above only by the mutual agreement of the parties.
- (b) The Agreement may be terminated after the expiration of the 10-year period set forth in 4(1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices,

schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.

- (c) Following notice and an opportunity to be heard as set forth in 4(2)(b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any Parks & Recreation development impact fees as set forth in the Ordinance No. 2020/ [REDACTED], without the prior agreement of the Town if the County:

- (1) Prepares a new or updated technical support study and capital improvement plan (CIP);
- (2) Adopts an amendment to Ordinance No. 2020/ [REDACTED]; and
- (3) The amount of the adjustment does not change the Parks & Recreation development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/ [REDACTED].

SECTION 6. Responsibilities of the Town

- (1) The Town shall be responsible for the calculation and collection of the Parks & Recreation development impact fee within its corporate limits from all new development, in accordance with the Act, Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (2) The amount of the Parks & Recreation development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Section 5 of Ordinance No. 2020/ [REDACTED].
- (3) No building permit for new residential development within the annexed portions of the County shall be issued until the Parks & Recreation development impact fees are paid in full by the applicant, unless the developer has properly asserted one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to the County Council for approval or denial. The Town shall then collect or exempt or waive the fee based on the direction of the County Council.
- (5) Upon the collection of a Parks & Recreation development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust fund account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the

account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Parks & Recreation development impact fee funds.

- (6) The Town shall transfer to the County the Parks & Recreation development impact fee funds that have been collected by November 1 of each year.
- (7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (8) All Parks & Recreation development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/█, the impact fee procedures in Section 82-21 *et seq.*, of the County Code, and this Agreement.
- (9) All Parks & Recreation development impact fee funds returned to the Town from the County due to the County's failure to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, shall be refunded to the appropriate fee payers.
- (10) To compensate the Town for the collection and administration of the Parks & Recreation development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the Parks & Recreation development impact fee funds collected.

SECTION 7. Responsibilities of the County

- (1) The County shall be responsible for receipt of Parks & Recreation development impact fee funds transferred by the Town to the County, and shall deposit such funds into a segregated interest-bearing trust fund account subject to appropriate accounting controls.
- (2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to the County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver or exemption granted. If a full waiver is granted, no development impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.
- (3) Parks & Recreation development impact fee funds collected by the Town and transferred to the County shall only be used by the County in accordance with Ordinance No. 2020/█ and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/█, and the impact fee procedures in Section 82-21 *et seq.* of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the state of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the Parks & Recreation development impact fees for new residential development on annexed portions of the County which are in the Town shall begin on the date that the County and all municipalities in the North Beaufort County Parks & Recreation Service Area (the City of Beaufort and the Town of Port Royal) have entered into the intergovernmental agreements required by Ordinance No. 2020/___.

APPROVED this _____ day of _____, 20_____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

TOWN OF YEMASSEE

By: _____
Colin J. Moore, Mayor

ATTEST:

Matthew E. Garnes, Town Clerk

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting a Roads Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee

Department: Administration

Attachments:

___ Ordinance ___ x ___ Resolution ___ ___ Motion

___ X ___ Support Documents ___ ___ Other

Summary: Beaufort County personnel have completed the Impact Fee study earlier this year and is working with municipalities north of the broad to have the respective Councils adopt the IGA's for Impact Fees. The County has divided the county boundary into two impact fee service areas, North of the Broad & South of the Broad. Money generated from Impact Fees must be spent in the respective service area within three years or the funds must be returned to the ratepayers.

Recommended Action: Approve Resolution 20-12 executing the Intergovernmental Agreement for the collection of Roads Impact Fees

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 2020-12

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF YEMASSEE AND BEAUFORT COUNTY FOR THE COLLECTION OF ROAD IMPACT FEES ON NEW DEVELOPMENTS WITHIN THE BEAUFORT COUNTY PORTION OF THE TOWN OF YEMASSEE

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act (hereinafter the “Act”) which enables local governments to enact and impose parks and recreation, road and library facility development impact fees in accordance with its provisions, procedures and requirements; and

WHEREAS, in accordance with the Act, the County prepared and adopted a development impact fee procedures ordinance (Ordinance No. 1999/26 as amended by Ordinance No. 2006/24, “Impact Fee Procedures Ordinance”); and

WHEREAS, in accordance with the Act, the County has prepared and adopted a Parks & Recreation Facilities Ordinance (No. 1999/31 as amended 2006/24), a Road Facilities Ordinance (No. 1999/32 as amended by Ordinance No. 2006/24), and a Library Facilities Ordinance (No. 1999/33 as amended by Ordinance 2006/24); and

WHEREAS, pursuant to the Act, the County developed capital improvement plans for each of the above-mentioned public facilities, identifying the specific system improvements needed to meet the projected demand from anticipated new growth and development; and

WHEREAS, pursuant to the Act, the County has prepared technical support studies (the (1) Library Facilities Impact Fee Support Study and CIP dated August 2006; the (2) Parks and Recreation Facilities Impact Fee Support Study and CIP; (3) Bluffton-Okatie and Hilton Head Island Service Areas dated August 2006; and the (4) Road Facilities Impact Fee Support Study and CIP; South Beaufort County Service Area dated September 2006) for each of the above referenced public facilities; and

WHEREAS, it is essential that the public facilities development impact fees be imposed, calculated and collected uniformly within each service area throughout the County, including on properties which are annexed into the Town but which are in the County; and

WHEREAS, the Parties acknowledge that subsequent to enacting the ordinances referred to above, and with actual or constructive notice of the same, the Town annexed into the Town certain properties which, at the time, were in the unincorporated area of the County and to which these impact fees applied; and

WHEREAS, pursuant to S.C. Code Ann. Sec. 6-1-910, et seq. such properties are annexed subject to existing impact fees; and

WHEREAS, S.C. Code Ann. §6-1-20 (Supp. 1994) authorizes the Parties to enter into Intergovernmental Agreements including agreements such as this one for the collection and

distribution of impact fees; and

WHEREAS, the Parties agree that all public facilities development impact fees shall be collected by the County for the purpose of funding public facilities and improvements, as set forth in the applicable Public Facilities Capital Improvement Plans, to meet the public facilities demands resulting from projected new population, residential and non-residential development, as applicable; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Beaufort County and the Town Clerk of the Town of Yemassee; and WHEREAS, the foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration for the above premises and the mutual covenants contained herein, the Parties to this Agreement do agree as follows in the attached Intergovernmental Agreement listed as "Exhibit A":

Colin J Moore, Mayor

ATTEST: Matthew E Garnes, Town Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY, SOUTH CAROLINA,
AND THE TOWN OF YEMASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Beaufort County, South Carolina (“County”) and the Town of Yemassee (“Town”). It provides through Ordinance 2020/ [REDACTED] and the impact fee procedures of Section 82-21 *et seq.* of the Beaufort County Code for the following:

- (1) The imposition and collection, at the time of issuance of a building permit, of Road development impact fees on all new residential and non-residential development within those portions of the County which have been annexed into the Town;
- (2) The transfer of the Road development impact fees from the Town to the County; and
- (3) If fees are not spent by the County within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate fee payers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq.* (hereinafter the “Act”) which enables local governments to enact and impose development impact fees for public facilities including road and transportation facilities, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County has directed the preparation of a technical support study entitled the *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “Road development impact fee study and CIP”); and

WHEREAS, the County provides Road services throughout the North Beaufort County Road Facilities Service Area (“Service Area”), defined in the study as those parts of the County north of the Broad River; and

WHEREAS, the Road development impact fee and study demonstrate that population and growth estimates over the next 10 years for the North Beaufort County Road Facilities Service Area, which includes portions of the County which have been annexed into the Town, create a need for additional Roads to support the projected growth in the County; and

WHEREAS, the Road development impact fee study and CIP establish a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development in the North Beaufort County Road Facilities Service Area, and a proportionate Road development impact fee for new development; and

WHEREAS, pursuant to the Road development impact fee study and CIP, Road facility system improvement needs have been identified in the North Beaufort County Road Facilities Service Area, and a capital improvements plan (CIP) prepared; and

WHEREAS, those portions of the County which have been annexed into the Town are wholly located within the North Beaufort County Road Facilities Service Area, as are all or part of the City of Beaufort and the Town of Port Royal; and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the Road Development Impact Fee Ordinance (Ordinance No. 2020/ [REDACTED]); and

WHEREAS, pursuant to the Act, and to ensure the Road development impact fees established in Ordinance 2020/ [REDACTED] are imposed and collected uniformly within the Service Area, the Town (with respect to the annexed portions of the County), along with the City of Beaufort and the Town of Port Royal have all opted into Ordinance 2020/ [REDACTED], and will impose Road development impact fees within their corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and Town (collectively, the “parties”) are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the Town has the power and authority, pursuant to the Act, to collect the Road development impact fees and transfer those fees to the County for expenditure on Road facility system improvements in the CIP; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect Road development impact fees, including receiving, administering, and spending the Road development impact fees imposed and collected by Town, as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all Road impact fees collected by the Town in accordance with this Agreement shall be transferred to the County for the purpose of funding Road facility system improvements in the CIP, or if necessary be refunded to the appropriate fee payers; and

WHEREAS, the City of Beaufort and the Town of Port Royal have entered into similar intergovernmental agreements with the County for the collection and transfer of fee funds to the County, and for fee refunds to the appropriate fee payers, if necessary; and

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the County Council of Beaufort County and the Town Manager of the Town of Yemassee.

NOW, THEREFORE, the parties to this Agreement agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the “Agreement.”

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

- (1) Road development impact fees are imposed on all new residential and non-residential development uniformly within the North Beaufort County Road Facilities Service Area (“Service Area”) including annexed portions of the County which are within the Town.
- (2) The Town collects Road development impact fees at time of building permit, places them in a segregated, interest bearing trust fund, then transfers them to the County for Road facility system improvements in accordance with Ordinance No. 2020/ [REDACTED] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (3) If the County fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town so they can be refunded to the appropriate feepayers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/ [REDACTED] shall have the express prior agreement of the City.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2) Termination of Agreement

- (a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in 4(1) above only by the mutual agreement of the parties.
- (b) The Agreement may be terminated after the expiration of the 10-year period set forth in 4(1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices, schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.

- (c) Following notice and an opportunity to be heard as set forth in 4(2)(b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any Road development impact fees as set forth in the Ordinance No. 2020/ [REDACTED], without the prior agreement of the Town if the County:

- (1) Prepares a new or updated technical support study and capital improvement plan (CIP);
- (2) Adopts an amendment to Ordinance No. 2020/ [REDACTED]; and
- (3) The amount of the adjustment does not change the Road development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/ [REDACTED].

SECTION 6. Responsibilities of the Town

- (1) The Town shall be responsible for the calculation and collection of the Road development impact fee within its corporate limits from all new development, in accordance with the Act, Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (2) The amount of the Road development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Section 5 of Ordinance No. 2020/ [REDACTED].
- (3) No building permit for new residential and non-residential development in the annexed portions of the County shall be issued until the Road development impact fees are paid in full by the applicant, unless the developer has properly asserted one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to the County Council for approval or denial. The Town shall then collect or exempt or waive the fee based on the direction of the County Council.
- (5) Upon the collection of a Road development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust fund account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Road development impact fee funds.
- (6) The Town shall transfer to the County the Road development impact fee funds that have been collected by November 1 of each year.

- (7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (8) All Road development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/ [REDACTED], the impact fee procedures in Section 82-21 *et seq.* of the County Code, and this Agreement.
- (9) All Road development impact fee funds returned to the Town from the County due to the County's failure to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, shall be refunded to the appropriate fee payers.
- (10) To compensate the Town for the collection and administration of the Road development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the Road development impact fee funds collected.

SECTION 7. Responsibilities of the County

- (1) The County shall be responsible for receipt of Road development impact fee funds transferred by the Town to the County, and shall deposit such funds into a segregated interest-bearing trust fund account subject to appropriate accounting controls.
- (2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to the County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver or exemption granted. If a full waiver is granted, no development impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.
- (3) Road development impact fee funds collected by the Town and transferred to the County shall only be used by the County in accordance with Ordinance No. 2020/ [REDACTED] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the state of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the Road development impact fees for new residential and non-residential development on annexed portions of the County that are within the Town shall begin on the date that the County and all municipalities in the North Beaufort County Road Facilities Service Area (City of Beaufort and Town of Port Royal) have entered into the intergovernmental agreements required by Ordinance No. 2020/___.

APPROVED this _____ day of _____, 20_____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

TOWN OF YEMASSEE

By: _____
Colin Moore, Mayor

ATTEST:

Matthew Garnes, Town Manager

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Library Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee

Department: Administration

Attachments:

___ Ordinance ___ Resolution ___ Motion

___ Support Documents ___ Other

Summary: Beaufort County personnel have completed the Impact Fee study earlier this year and is working with municipalities north of the broad to have the respective Councils adopt the IGA's for Impact Fees. The County has divided the county boundary into two impact fee service areas, North of the Broad & South of the Broad. Money generated from Impact Fees must be spent in the respective service area within three years or the funds must be returned to the ratepayers.

Recommended Action: Approve Resolution 20-13 executing the Intergovernmental Agreement for the collection of Library Impact Fees

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 2020-13

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
YEMASSEE AND BEAUFORT COUNTY FOR THE COLLECTION OF LIBRARY IMPACT
FEES ON NEW DEVELOPMENTS WITHIN THE BEAUFORT COUNTY PORTION OF
THE TOWN OF YEMASSEE

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act (hereinafter the “Act”) which enables local governments to enact and impose parks and recreation, road and library facility development impact fees in accordance with its provisions, procedures and requirements; and

WHEREAS, in accordance with the Act, the County prepared and adopted a development impact fee procedures ordinance (Ordinance No. 1999/26 as amended by Ordinance No. 2006/24, “Impact Fee Procedures Ordinance”); and

WHEREAS, in accordance with the Act, the County has prepared and adopted a Parks & Recreation Facilities Ordinance (No. 1999/31 as amended 2006/24), a Road Facilities Ordinance (No. 1999/32 as amended by Ordinance No. 2006/24), and a Library Facilities Ordinance (No. 1999/33 as amended by Ordinance 2006/24); and

WHEREAS, pursuant to the Act, the County developed capital improvement plans for each of the above-mentioned public facilities, identifying the specific system improvements needed to meet the projected demand from anticipated new growth and development; and

WHEREAS, pursuant to the Act, the County has prepared technical support studies (the (1) Library Facilities Impact Fee Support Study and CIP dated August 2006; the (2) Parks and Recreation Facilities Impact Fee Support Study and CIP; (3) Bluffton-Okatie and Hilton Head Island Service Areas dated August 2006; and the (4) Road Facilities Impact Fee Support Study and CIP; South Beaufort County Service Area dated September 2006) for each of the above referenced public facilities; and

WHEREAS, it is essential that the public facilities development impact fees be imposed, calculated and collected uniformly within each service area throughout the County, including on properties which are annexed into the Town but which are in the County; and

WHEREAS, the Parties acknowledge that subsequent to enacting the ordinances referred to above, and with actual or constructive notice of the same, the Town annexed into the Town certain properties which, at the time, were in the unincorporated area of the County and to which these impact fees applied; and

WHEREAS, pursuant to S.C. Code Ann. Sec. 6-1-910, et seq. such properties are annexed subject to existing impact fees; and

WHEREAS, S.C. Code Ann. §6-1-20 (Supp. 1994) authorizes the Parties to enter into Intergovernmental Agreements including agreements such as this one for the collection and

distribution of impact fees; and

WHEREAS, the Parties agree that all public facilities development impact fees shall be collected by the County for the purpose of funding public facilities and improvements, as set forth in the applicable Public Facilities Capital Improvement Plans, to meet the public facilities demands resulting from projected new population, residential and non-residential development, as applicable; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Beaufort County and the Town Clerk of the Town of Yemassee; and WHEREAS, the foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration for the above premises and the mutual covenants contained herein, the Parties to this Agreement do agree as follows in the attached Intergovernmental Agreement listed as "Exhibit A":

Colin J Moore, Mayor

ATTEST: Matthew E Garnes, Town Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY, SOUTH CAROLINA,
AND THE TOWN OF YEMASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Beaufort County, South Carolina (“County”) and the Town of Yemassee (“Town”). It provides through Ordinance 2020/ [redacted] and the impact fee procedures of Section 82-21 *et seq.* of the Beaufort County Code for the following:

- (1) The imposition and collection, at the time of issuance of a building permit, Library development impact fees on all new residential development within those portions of the County which have been annexed into the Town;
- (2) The transfer of the Library development impact fees from the Town to the County; and
- (3) If fees are not spent by the County within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate fee payers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq.* (hereinafter the “Act”) which enables local governments to enact and impose development impact fees for public facilities including for emergency medical and rescue facilities, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County has directed the preparation of a technical support study entitled the *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “Library development impact fee study and CIP”); and

WHEREAS, the County provides Library services throughout the North Beaufort County Library Service Area (“Service Area” and “Library Service Areas”), defined in the study as all portions of Beaufort County north of the Broad River; and

WHEREAS, the Library development impact fee and study demonstrate that population and growth estimates over the next 10 years for the area in which the North Beaufort County Library Service Area, which includes portions of the County which have been annexed into the Town, create a need for additional Libraries to support the projected growth in the County; and

WHEREAS, the Library development impact fee study and CIP establish a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development in the North Beaufort County Library Service Area, and a proportionate Library development impact fee for new residential development; and

WHEREAS, pursuant to the Library development impact fee study and CIP, Library facility system improvement needs have been identified in the Library Service Area, and a capital improvements plan (CIP) prepared; and

WHEREAS, those portions of the County which have been annexed into the town are located wholly within the North Beaufort County Library Service Area, as are all or part of the City of Beaufort and the Town of Port Royal; and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the Library Development Impact Fee Ordinance (Ordinance No. 2020/ [REDACTED]); and

WHEREAS, pursuant to the Act, and to ensure the Library development impact fees established in Ordinance 2020/[REDACTED] are imposed and collected uniformly within the area in which the County provides Library services, the Town (with respect to the annexed portions of the County), along with the City of Beaufort and the Town of Port Royal have all opted into Ordinance 2020/[REDACTED], and will impose Library development impact fees within their corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and Town (collectively, the “parties”) are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the Town has the power and authority, pursuant to the Act, to collect the Library development impact fees and transfer those fees to the County for expenditure on Library facility system improvements in the CIP; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect Library development impact fees, including receiving, administering, and spending the Library development impact fees imposed and collected by Town, as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all Library impact fees collected by the Town in accordance with this Agreement shall be transferred to the County for the purpose of funding Library facility system improvements in the CIP, or if necessary be refunded to the appropriate fee payers; and

WHEREAS, the City of Beaufort and the Town of Port Royal have entered into similar intergovernmental agreements with the County for the collection and transfer of fee funds to the County, and for fee refunds to the appropriate fee payers, if necessary; and

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the County Council of Beaufort County and the Clerk of the Town of Yemassee.

NOW, THEREFORE, the parties to this Agreement agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the “Agreement.”

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

- (1) Library development impact fees are imposed on new residential development uniformly within the North Beaufort County Library Service Area (the “Library Service Area”), including new residential development within annexed portions of the County which are in the Town.
- (2) The Town collects Library development impact fees at time of building permit, places them in a segregated, interest bearing trust fund, then transfers them to the County for Library facility system improvements in accordance with Ordinance No. 2020/ [redacted] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (3) If the County fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town so they can be refunded to the appropriate fee payers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/ [redacted], and the impact fee procedures in Section 82-21 *et seq.* of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/ [redacted] shall have the express prior agreement of the Town.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2) Termination of Agreement

- (a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in 4(1) above only by the mutual agreement of the parties.
- (b) The Agreement may be terminated after the expiration of the 10-year period set forth in 4(1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices, schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.

- (c) Following notice and an opportunity to be heard as set forth in 4(2)(b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any Library development impact fees as set forth in the Ordinance No. 2020/ [REDACTED], without the prior agreement of the Town if the County:

- (1) Prepares a new or updated technical support study and capital improvement plan (CIP);
- (2) Adopts an amendment to Ordinance No. 2020/ [REDACTED]; and
- (3) The amount of the adjustment does not change the Library development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/ [REDACTED].

SECTION 6. Responsibilities of the Town

- (1) The Town shall be responsible for the calculation and collection of the Library development impact fee within its corporate limits from all new development, in accordance with the Act, Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (2) The amount of the Library development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Section 5 of Ordinance No. 2020/ [REDACTED].
- (3) No building permit for new residential development within the annexed portions of the Town shall be issued until the Library development impact fees are paid in full by the applicant, unless the developer has properly asserted one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to the County Council for approval or denial. The Town shall then collect or exempt or waive the fee based on the direction of the County Council.
- (5) Upon the collection of a Library development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust fund account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Library development impact fee funds.
- (6) The Town shall transfer to the County the Library development impact fee funds that have been collected by November 1 of each year.

- (7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (8) All Library development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/ [REDACTED], the impact fee procedures in Section 82-21 *et seq.* of the County Code, and this Agreement.
- (9) All Library development impact fee funds returned to the Town from the County due to the County's failure to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, shall be refunded to the appropriate fee payers.
- (10) To compensate the Town for the collection and administration of the Library development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the Library development impact fee funds collected.

SECTION 7. Responsibilities of the County

- (1) The County shall be responsible for receipt of Library development impact fee funds transferred by the Town to the County, and shall deposit such funds into a segregated interest-bearing trust fund account subject to appropriate accounting controls.
- (2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to the County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver or exemption granted. If a full waiver is granted, no development impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.
- (3) Library development impact fee funds collected by the Town and transferred to the County shall only be used by the County in accordance with Ordinance No. 2020/ [REDACTED] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the state of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the Library development impact fees for new residential development on annexed portions of the County which are in the Town shall begin on the date that the County and all municipalities in the North Beaufort County Library Service Area (City of Beaufort and Town of Port Royal) have entered into the intergovernmental agreements required by Ordinance No. 2020/____.

APPROVED this ____ day of _____, 20____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

APPROVED this ____ day of _____, 20____

TOWN OF YEMASSEE

By: _____
Colin Moore, Mayor

ATTEST:

Matthew E. Garnes, Town Clerk

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Fire Service Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee

Department: Administration

Attachments:

___ Ordinance ___ x Resolution _____ Motion

___ X Support Documents _____ Other

Summary: Beaufort County personnel have completed the Impact Fee study earlier this year and is working with municipalities north of the broad to have the respective Councils adopt the IGA's for Impact Fees. All Impact Fees generated from Impact Fees in the Town of Yemassee will be earmarked to the Sheldon Fire District. All Impact Fee Proceeds within three years or the funds must be returned to the ratepayers.

Recommended Action: Approve Resolution 20-14 executing the Intergovernmental Agreement for the collection of Fire Service Impact Fees

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 2020-14

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
YEMASSEE AND BEAUFORT COUNTY FOR THE COLLECTION OF FIRE SERVICE
IMPACT FEES ON NEW DEVELOPMENTS WITHIN THE BEAUFORT COUNTY
PORTION OF THE TOWN OF YEMASSEE

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act (hereinafter the “Act”) which enables local governments to enact and impose parks and recreation, road and library facility development impact fees in accordance with its provisions, procedures and requirements; and

WHEREAS, in accordance with the Act, the County prepared and adopted a development impact fee procedures ordinance (Ordinance No. 1999/26 as amended by Ordinance No. 2006/24, “Impact Fee Procedures Ordinance”); and

WHEREAS, in accordance with the Act, the County has prepared and adopted a Parks & Recreation Facilities Ordinance (No. 1999/31 as amended 2006/24), a Road Facilities Ordinance (No. 1999/32 as amended by Ordinance No. 2006/24), and a Library Facilities Ordinance (No. 1999/33 as amended by Ordinance 2006/24); and

WHEREAS, pursuant to the Act, the County developed capital improvement plans for each of the above-mentioned public facilities, identifying the specific system improvements needed to meet the projected demand from anticipated new growth and development; and

WHEREAS, pursuant to the Act, the County has prepared technical support studies (the (1) Library Facilities Impact Fee Support Study and CIP dated August 2006; the (2) Parks and Recreation Facilities Impact Fee Support Study and CIP; (3) Bluffton-Okatie and Hilton Head Island Service Areas dated August 2006; and the (4) Road Facilities Impact Fee Support Study and CIP; South Beaufort County Service Area dated September 2006) for each of the above referenced public facilities; and

WHEREAS, it is essential that the public facilities development impact fees be imposed, calculated and collected uniformly within each service area throughout the County, including on properties which are annexed into the Town but which are in the County; and

WHEREAS, the Parties acknowledge that subsequent to enacting the ordinances referred to above, and with actual or constructive notice of the same, the Town annexed into the Town certain properties which, at the time, were in the unincorporated area of the County and to which these impact fees applied; and

WHEREAS, pursuant to S.C. Code Ann. Sec. 6-1-910, et seq. such properties are annexed subject to existing impact fees; and

WHEREAS, S.C. Code Ann. §6-1-20 (Supp. 1994) authorizes the Parties to enter into Intergovernmental Agreements including agreements such as this one for the collection and

distribution of impact fees; and

WHEREAS, the Parties agree that all public facilities development impact fees shall be collected by the County for the purpose of funding public facilities and improvements, as set forth in the applicable Public Facilities Capital Improvement Plans, to meet the public facilities demands resulting from projected new population, residential and non-residential development, as applicable; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Beaufort County and the Town Clerk of the Town of Yemassee; and WHEREAS, the foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration for the above premises and the mutual covenants contained herein, the Parties to this Agreement do agree as follows in the attached Intergovernmental Agreement listed as "Exhibit A":

Colin J Moore, Mayor

ATTEST: Matthew E Garnes, Town Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY, SOUTH CAROLINA,
AND THE TOWN OF YEMASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Beaufort County, South Carolina (“County”) and the Town of Yemassee (“Town”). It provides through Ordinance 2020/ [REDACTED] and the impact fee procedures of Section 82-21 *et seq.* of the Beaufort County Code for the following:

- (1) The imposition and collection, at the time of issuance of a building permit, of Fire development impact fees on all new development within those portions of the County which have been annexed into the Town;
- (2) The transfer of the Fire development impact fees from the Town to the County; and
- (3) If fees are not spent by the County within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.*, of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate fee payers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq.* (hereinafter the “Act”) which enables local governments to enact and impose development impact fees for public facilities including for emergency medical and rescue facilities, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County has directed the preparation of a technical support study entitled the *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “Fire development impact fee study and CIP”); and

WHEREAS, the County provides Fire services in the North Beaufort County Fire District Service Area (“Fire Service Area”); and

WHEREAS, the Fire development impact fee and study demonstrate that population and growth estimates over the next 10 years for the North Beaufort County Fire District Service Area, which includes portions of the County which have been or may be annexed into the Town, create a need for additional Fire stations and emergency vehicles to support the projected growth in the County; and

WHEREAS, the Fire development impact fee study and CIP establishes a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of all new residential and non-residential development in the Fire Service Area, and a proportionate Fire development impact fee for new residential development; and

WHEREAS, pursuant to the Fire development impact fee study and CIP, Fire facility system improvement needs have been identified in the Fire Service Area, and a capital improvements plan (CIP) prepared; and

WHEREAS, those portions of the County which have been may be annexed into the Town are and will be located wholly within the Fire Service Area; and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the Fire Development Impact Fee Ordinance (Ordinance No. 2020/ [redacted]); and

WHEREAS, pursuant to the Act, and to ensure the Fire development impact fees established in Ordinance 2020/[redacted] are imposed and collected uniformly within the Fire Service Area, the Town (with respect to the annexed portions of the County), has opted into Ordinance 2020/[redacted], and will impose Fire development impact fees within its corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and the Town (collectively, the “parties”) are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the Town has the power and authority, pursuant to the Act, to collect the Fire development impact fees and transfer those fees to the County for expenditure on Fire facility system improvements in the CIP; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect Fire development impact fees, including receiving, administering, and spending the Fire development impact fees imposed and collected by the City, as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all Fire impact fees collected by the Town in accordance with this Agreement shall be transferred to the County for the purpose of funding Fire facility system improvements in the CIP, or if necessary be refunded to the appropriate feepayers; and

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the County Council of Beaufort County and the Manager of the Town of Yemassee.

NOW, THEREFORE, the parties to this Agreement agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the “Agreement.”

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

- (1) Fire development impact fees are imposed on new residential and non-residential development uniformly within the North Beaufort County Fire District Service Area (the “Fire Service

Area”) including annexed portions of the County which are or which may be annexed into the Town.

- (2) The Town collects Fire development impact fees at time of building permit, places them in a segregated, interest bearing trust fund, then transfers them to the County for Fire facility system improvements in accordance with Ordinance No. 2020/ [REDACTED] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (3) If the County fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town so they can be refunded to the appropriate fee payers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/ [REDACTED] shall have the express prior agreement of the Town.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2) Termination of Agreement

- (a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in 4(1) above only by the mutual agreement of the parties.
- (b) The Agreement may be terminated after the expiration of the 10-year period set forth in 4(1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices, schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.
- (c) Following notice and an opportunity to be heard as set forth in 4(2)(b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any Fire development impact fees as set forth in the Ordinance No. 2020/ [REDACTED], without the prior agreement of the Town if the County:

- (1) Prepares a new or updated technical support study and capital improvement plan (CIP);
- (2) Adopts an amendment to Ordinance No. 2020/ [REDACTED]; and
- (3) The amount of the adjustment does not change the Fire development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/ [REDACTED].

SECTION 6. Responsibilities of the Town

- (1) The Town shall be responsible for the calculation and collection of the Fire development impact fee within its corporate limits from all new development, in accordance with the Act, Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (2) The amount of the Fire development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Section 5 of Ordinance No. 2020/ [REDACTED].
- (3) No building permit for new residential or non-residential development within the annexed portions of the County shall be issued until the Fire development impact fees are paid in full by the applicant, unless the developer has properly asserted one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to the County Council for approval or denial. The City shall then collect or exempt or waive the fee based on the direction of the County Council.
- (5) Upon the collection of a Fire development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust fund account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Fire development impact fee funds.
- (6) The Town shall transfer to the County the Fire development impact fee funds that have been collected by November 1 of each year.
- (7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (8) All Fire development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/ [REDACTED], the impact fee procedures in Section 82-21 *et seq.* of the County Code, and this Agreement.
- (9) All Fire development impact fee funds returned to the Town from the County due to the County's failure to expend the fees within the time limits established by state law and the

impact fee procedures in Section 82-21 *et seq.* of the County Code, shall be refunded to the appropriate fee payers.

- (10) To compensate the Town for the collection and administration of the Fire development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the Fire development impact fee funds collected.

SECTION 7. Responsibilities of the County

- (1) The County shall be responsible for receipt of Fire development impact fee funds transferred by the Town to the County, and shall deposit such funds into a segregated interest-bearing trust fund account subject to appropriate accounting controls.
- (2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to the County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver or exemption granted. If a full waiver is granted, no development impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.
- (3) Fire development impact fee funds collected by the Town and transferred to the County shall only be used by the County in accordance with Ordinance No. 2020/ [REDACTED] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the state of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the Fire development impact fees on annexed portions of the County that are in the Town shall begin on the date that the County and all Fire Districts in the Fire Service Area (Lady’s Island/St. Helena, Burton and Sheldon) have entered into the intergovernmental agreements required by Ordinance No. 2020/_____.

APPROVED this _____ day of _____, 20_____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

TOWN OF YEMASSEE

By: _____
Colin Moore, Mayor

ATTEST:

Matthew Garnes, Town Clerk

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County, for the purposes of collecting Emergency Medical Services Impact Fees on new projects located within the Beaufort County portion of the Town of Yemassee

Department: Administration

Attachments:

___ Ordinance ___ X Resolution ___ Motion

___ X Support Documents ___ Other

Summary: Beaufort County personnel have completed the Impact Fee study earlier this year and is working with municipalities north of the broad to have the respective Councils adopt the IGA's for Impact Fees. All Impact Fees generated from Impact Fees in the Town of Yemassee will be earmarked to Beaufort County EMS for projects in our area. All Impact Fee Proceeds within three years or the funds must be returned to the ratepayers.

Recommended Action: Approve Resolution 20-15 executing the Intergovernmental Agreement for the collection of Emergency Medical Services Impact Fees

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 2020-15

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
YEMASSEE AND BEAUFORT COUNTY FOR THE COLLECTION OF EMS SERVICE
IMPACT FEES ON NEW DEVELOPMENTS WITHIN THE BEAUFORT COUNTY
PORTION OF THE TOWN OF YEMASSEE

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act (hereinafter the “Act”) which enables local governments to enact and impose parks and recreation, road and library facility development impact fees in accordance with its provisions, procedures and requirements; and

WHEREAS, in accordance with the Act, the County prepared and adopted a development impact fee procedures ordinance (Ordinance No. 1999/26 as amended by Ordinance No. 2006/24, “Impact Fee Procedures Ordinance”); and

WHEREAS, in accordance with the Act, the County has prepared and adopted a Parks & Recreation Facilities Ordinance (No. 1999/31 as amended 2006/24), a Road Facilities Ordinance (No. 1999/32 as amended by Ordinance No. 2006/24), and a Library Facilities Ordinance (No. 1999/33 as amended by Ordinance 2006/24); and

WHEREAS, pursuant to the Act, the County developed capital improvement plans for each of the above-mentioned public facilities, identifying the specific system improvements needed to meet the projected demand from anticipated new growth and development; and

WHEREAS, pursuant to the Act, the County has prepared technical support studies (the (1) Library Facilities Impact Fee Support Study and CIP dated August 2006; the (2) Parks and Recreation Facilities Impact Fee Support Study and CIP; (3) Bluffton-Okatie and Hilton Head Island Service Areas dated August 2006; and the (4) Road Facilities Impact Fee Support Study and CIP; South Beaufort County Service Area dated September 2006) for each of the above referenced public facilities; and

WHEREAS, it is essential that the public facilities development impact fees be imposed, calculated and collected uniformly within each service area throughout the County, including on properties which are annexed into the Town but which are in the County; and

WHEREAS, the Parties acknowledge that subsequent to enacting the ordinances referred to above, and with actual or constructive notice of the same, the Town annexed into the Town certain properties which, at the time, were in the unincorporated area of the County and to which these impact fees applied; and

WHEREAS, pursuant to S.C. Code Ann. Sec. 6-1-910, et seq. such properties are annexed subject to existing impact fees; and

WHEREAS, S.C. Code Ann. §6-1-20 (Supp. 1994) authorizes the Parties to enter into Intergovernmental Agreements including agreements such as this one for the collection and

distribution of impact fees; and

WHEREAS, the Parties agree that all public facilities development impact fees shall be collected by the County for the purpose of funding public facilities and improvements, as set forth in the applicable Public Facilities Capital Improvement Plans, to meet the public facilities demands resulting from projected new population, residential and non-residential development, as applicable; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Beaufort County and the Town Clerk of the Town of Yemassee; and WHEREAS, the foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration for the above premises and the mutual covenants contained herein, the Parties to this Agreement do agree as follows in the attached Intergovernmental Agreement listed as "Exhibit A":

Colin J Moore, Mayor

ATTEST: Matthew E Garnes, Town Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY, SOUTH CAROLINA,
AND THE TOWN OF YEMASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Beaufort County, South Carolina (“County”) and the Town of Yemassee (“Town”). It provides through Ordinance 2020/ [REDACTED] and the impact fee procedures of Section 82-21 *et seq.* of the Beaufort County Code for the following:

- (1) The imposition and collection, at the time of issuance of a building permit, Emergency Medical Services (“EMS”) development impact fees on all new residential and non-residential development within those portions of the County which have been annexed into the Town;
- (2) The transfer of the EMS development impact fees from the Town to the County; and
- (3) If fees are not spent by the County within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate fee payers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq.* (hereinafter the “Act”) which enables local governments to enact and impose development impact fees for public facilities including for emergency medical and rescue facilities, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County has directed the preparation of a technical support study entitled the *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “EMS development impact fee study and CIP”); and

WHEREAS, the County provides Emergency Medical Services (“EMS”) services throughout the County, except within the Town of Hilton Head Island; and

WHEREAS, the EMS development impact fee and study demonstrate that population and growth estimates over the next 10 years for the area in which the County provides EMS services (the “EMS Service Area”), which includes portions of the County which have been annexed into the Town, create a need for additional EMS stations and emergency vehicles to support the projected growth in the County; and

WHEREAS, the EMS development impact fee study and CIP establishes a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development in the EMS Service Area, and a proportionate EMS development impact fee for new residential development; and

WHEREAS, pursuant to the EMS development impact fee study and CIP, EMS facility system improvement needs have been identified in the EMS Service Area, and a capital improvements plan (CIP) prepared; and

WHEREAS, those portions of the County which have been annexed into the City are located within the EMS Service Area, as are annexed portions of the City of Hardeeville and all or part of the City of Beaufort and the towns of Bluffton, Port Royal; and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the EMS Development Impact Fee Ordinance (Ordinance No. 2020/ [REDACTED]); and

WHEREAS, pursuant to the Act, and to ensure the EMS development impact fees established in Ordinance 2020/[REDACTED] are imposed and collected uniformly within the area in which the County provides EMS services, the Town (with respect to the annexed portions of the County), along with Beaufort, Bluffton, Hardeeville, and Port Royal have all opted into Ordinance 2020/[REDACTED], and will impose EMS development impact fees within their corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and Town (collectively, the “parties”) are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the Town has the power and authority, pursuant to the Act, to collect the EMS development impact fees and transfer those fees to the County for expenditure on EMS facility system improvements in the CIP; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect EMS development impact fees, including receiving, administering, and spending the EMS development impact fees imposed and collected by Town, as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all EMS impact fees collected by the Town in accordance with this Agreement shall be transferred to the County for the purpose of funding EMS facility system improvements in the CIP, or if necessary be refunded to the appropriate feepayers; and

WHEREAS, the cities of Beaufort and Hardeeville and the towns of Bluffton and Port Royal have entered into similar intergovernmental agreements with the County for the collection and transfer of fee funds to the County, and for fee refunds to the appropriate feepayers, if necessary; and

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the County Council of Beaufort County and the Clerk of the Town of Yemassee.

NOW, THEREFORE, the parties to this Agreement agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the “Agreement.”

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

- (1) EMS development impact fees are imposed on new development uniformly within the area in which the County provides EMS services (the “EMS Service Area”), including new residential and non-residential development within annexed portions of the County which are in the Town.
- (2) The Town collects EMS development impact fees at time of building permit, places them in a segregated, interest bearing trust fund, then transfers them to the County for EMS facility system improvements in accordance with Ordinance No. 2020/ [redacted] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (3) If the County fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town so they can be refunded to the appropriate fee payers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/ [redacted], and the impact fee procedures in Section 82-21 *et seq.* of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/ [redacted] shall have the express prior agreement of the Town.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2) Termination of Agreement

- (a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in 4(1) above only by the mutual agreement of the parties.
- (b) The Agreement may be terminated after the expiration of the 10-year period set forth in 4(1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices, schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.

- (c) Following notice and an opportunity to be heard as set forth in 4(2)(b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any EMS development impact fees as set forth in the Ordinance No. 2020/ [REDACTED], without the prior agreement of the Town if the County:

- (1) Prepares a new or updated technical support study and capital improvement plan (CIP);
- (2) Adopts an amendment to Ordinance No. 2020/ [REDACTED]; and
- (3) The amount of the adjustment does not change the EMS development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/ [REDACTED].

SECTION 6. Responsibilities of the Town

- (1) The Town shall be responsible for the calculation and collection of the EMS development impact fee within its corporate limits from all new development, in accordance with the Act, Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (2) The amount of the EMS development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Section 5 of Ordinance No. 2020/ [REDACTED].
- (3) No building permit for new residential and non-residential development within the annexed portions of the County shall be issued until the EMS development impact fees are paid in full by the applicant, unless the developer has properly asserted one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to the County Council for approval or denial. The Town shall then collect or exempt or waive the fee based on the direction of the County Council.
- (5) Upon the collection of an EMS development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust fund account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to EMS development impact fee funds.
- (6) The Town shall transfer to the County the EMS development impact fee funds that have been collected by November 1 of each year.

- (7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (8) All EMS development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/ [REDACTED], the impact fee procedures in Section 82-21 *et seq.* of the County Code, and this Agreement.
- (9) All EMS development impact fee funds returned to the Town from the County due to the County's failure to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, shall be refunded to the appropriate fee payers.
- (10) To compensate the Town for the collection and administration of the EMS development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the EMS development impact fee funds collected.

SECTION 7. Responsibilities of the County

- (1) The County shall be responsible for receipt of EMS development impact fee funds transferred by the Town to the County, and shall deposit such funds into a segregated interest-bearing trust fund account subject to appropriate accounting controls.
- (2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to the County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver or exemption granted. If a full waiver is granted, no development impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.
- (3) EMS development impact fee funds collected by the Town and transferred to the County shall only be used by the County in accordance with Ordinance No. 2020/ [REDACTED] and the impact fee procedures in Section 82-21 *et seq.* of the County Code.
- (4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/ [REDACTED], and the impact fee procedures in Section 82-21 *et seq.* of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the state of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the EMS development impact fees for all new residential and non-residential development on annexed portions of the County which are within the Town shall begin on the date that the County and all municipalities in the EMS Service Area (the cities of Beaufort and Hardeeville, and the towns of Bluffton, Port Royal, and Yemassee) have entered into the intergovernmental agreements required by Ordinance No. 2020/_____.

APPROVED this _____ day of _____, 20_____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

TOWN OF YEMASSEE

By: _____
Colin Moore, Mayor

ATTEST:

Matthew Garnes, Town Clerk

Impact Fee Study Overview

Beaufort County, SC

August 27th, 2020



General Impact Fee Overview

- One-time payment for growth-related infrastructure
- Only paid by new development—not existing residents or businesses
- Impact fees fund capital improvements that add capacity
- Not a tax but an agreement to build infrastructure
 - Helps alleviate pressure on GF tax revenue for capital projects
- Three requirements to meet **rational nexus**:
 - **Need**: Growth creates the need for the infrastructure
 - **Benefit**: Growth receives a benefit from the infrastructure
 - **Proportionality**: Growth pays its fair share of the cost

Common Impact Fee Methods

- Cost Recovery (past)
 - Oversized and unique facilities
 - Funds typically used for debt service
- Incremental Expansion (present)
 - Formula-based approach documents level of service with both quantitative and qualitative measures
- Plan-Based (future)
 - Common for utilities but can also be used for other public facilities with non-impact fee funding

Impact Fees in South Carolina

- Impact fee revenue must be maintained in an interest bearing account
- Monies must be spent within 3 years of scheduled date for construction in the CIP
- Must publish an Annual Monitoring Report
- Comprehensive review and update every 5 years, requiring an updated study
- Requires an analysis that estimates the effect of imposing updated impact fees on affordable housing in the County

Beaufort County Projected Growth

○ 10-Year Residential & Nonresidential Projections

	Base Year 2019	2024	2029	Total Increase
Population				
Permanent Unincorp. Residents	72,954	80,534	88,115	15,161
Permanent Incorp. Residents	110,758	123,808	136,855	26,096
Seasonal Residents	39,122	41,042	42,656	3,534
Peak Daily Visitors	54,612	57,291	59,543	4,931
Total Peak Population	277,446	302,675	327,168	49,722
Housing Units				
Unincorporated Units	33,308	36,558	39,808	6,500
Incorporated Units	47,152	52,742	58,336	11,184
Seasonal Units	15,582	16,222	16,860	1,278
Total Housing Units	96,042	105,522	115,004	18,962
Housing Type				
Single Family	72,441	79,473	86,506	14,065
Multifamily	23,601	26,049	28,498	4,897
Total Housing Units	96,042	105,522	115,004	18,962

	Base Year 2019	2024	2029	Total Increase
Countywide Jobs				
Retail	15,943	17,782	19,620	3,677
Office/Service	27,466	30,723	33,980	6,514
Industrial	14,825	16,813	18,801	3,976
Institutional	8,246	9,289	10,332	2,086
Total	66,480	74,606	82,733	16,253
Countywide Nonresidential Floor Area (1,000 sq. ft.)				
Retail	6,808	7,593	8,378	1,570
Office/Service	9,256	10,354	11,451	2,195
Industrial	9,310	10,558	11,807	2,497
Institutional	2,919	3,288	3,658	738
Total	28,293	31,793	35,293	7,000

Source: Beaufort County TAZ Transportation Model; Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

Source: Beaufort County TAZ Transportation Model; U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Beaufort County Convention and Visitor Bureau, 2017

Beaufort County Impact Fee Study

- Solid Waste has been removed from impact fee study
- TischlerBise is completing a solid waste service fee and with County staff it has been determined that the service fee will better capture future funding needs
- Ensures no double payments issues

Beaufort County Impact Fee Study

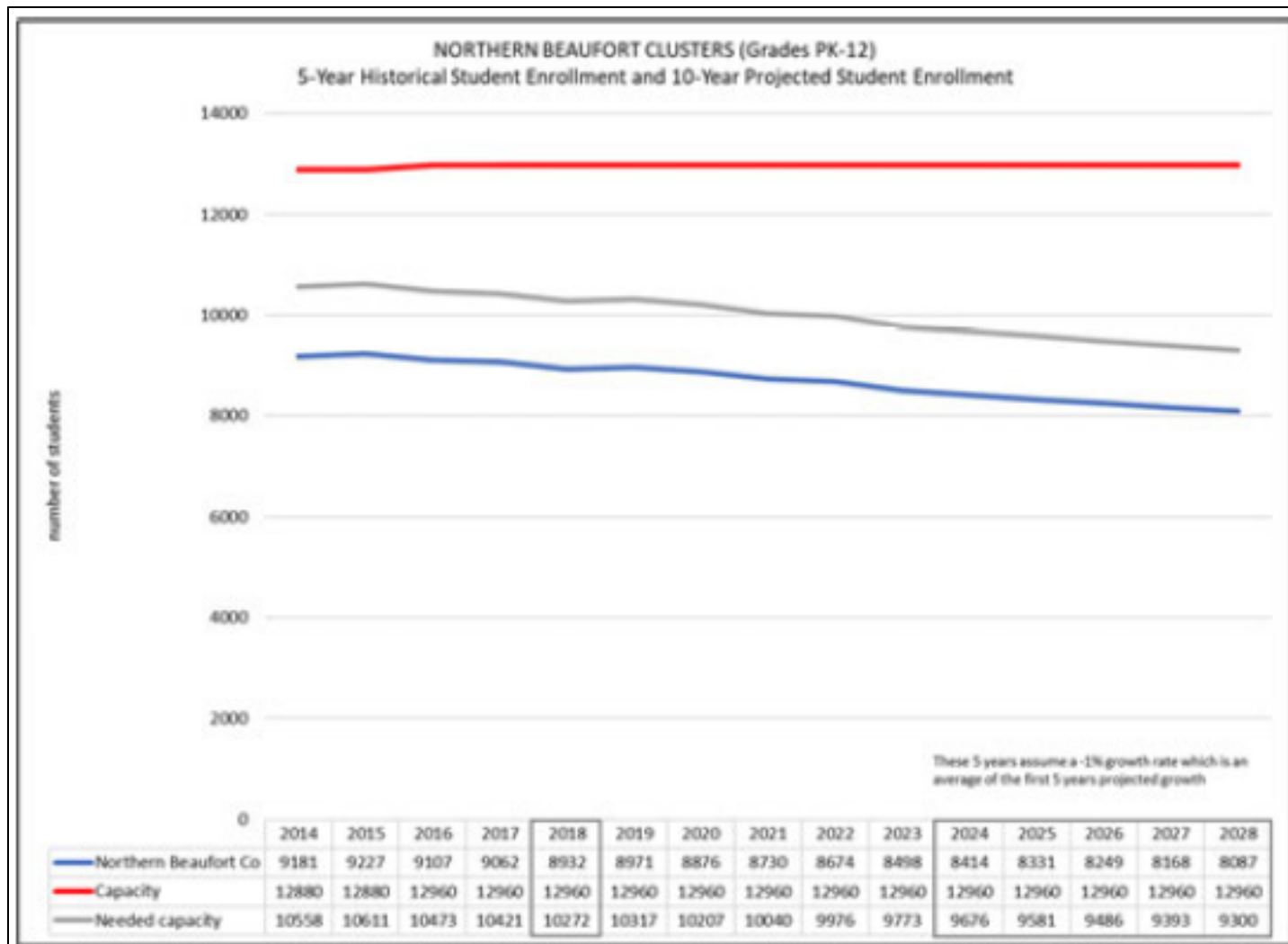
- Intergovernmental agreements are necessary to ensure fee revenue matches capital costs from future growth
- IGAs are in place for some of the capital components
- However, Beaufort County needs to revisit IGAs with municipalities for new components

School Impact Fee Analysis

- Components:
 - **School Construction** – Incremental
 - **School Land** – Incremental
 - **School Buses** – Incremental
- Service Area:
 - South of the Broad River Only
- Current IGAs:
 - None (new fee)

School Impact Fee Analysis

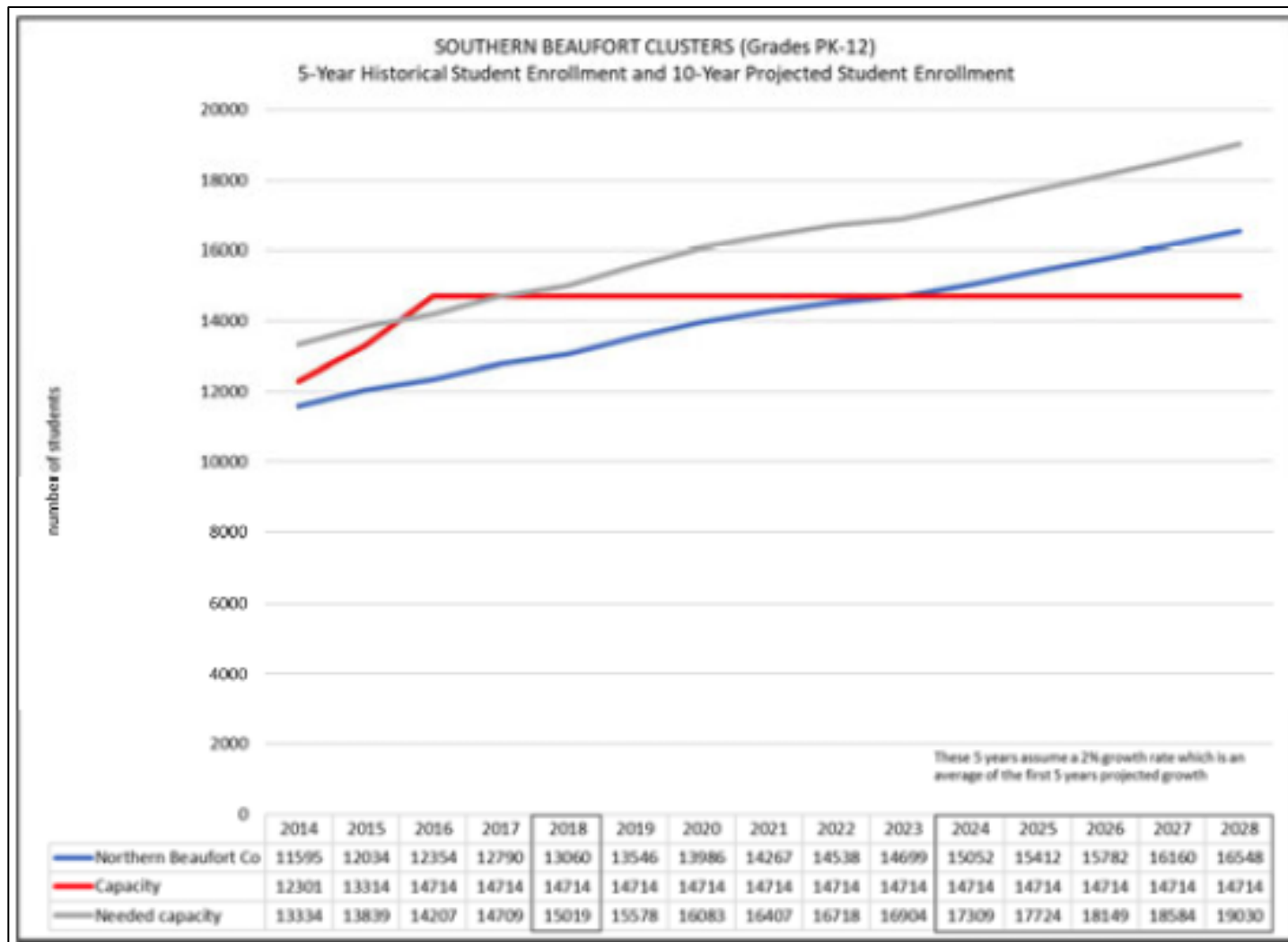
- Total Enrollment Projections **North of the Broad**
- **Decreasing** enrollment



Source: BCSD Capital Plan and Budget

School Impact Fee Analysis

- Total Enrollment Projections South of the Broad
- Enrollment surpasses capacity in 2023



Source: BCSD Capital Plan and Budget

School Impact Fee Analysis

- Projected Elementary School Students
- South of the Broad

South of the Broad

Beaufort County School District - Elementary					
Year		Total Capacity	Enrollment	Total Capacity Utilization	Choice Program Capacity Utilization [1]
Base	2019	7,049	5,759	82%	96%
1	2020	7,049	5,885	83%	98%
2	2021	7,049	5,980	85%	100%
3	2022	7,049	6,109	87%	102%
4	2023	7,049	6,177	88%	103%
5	2024	7,049	6,301	89%	105%
6	2025	7,049	6,427	91%	107%
7	2026	7,049	6,555	93%	109%
8	2027	7,049	6,686	95%	112%
9	2028	7,049	6,820	97%	114%
10	2029	7,049	6,956	99%	116%

[1] Choice capacity is the building capacity the District needs to keep all schools available for the Choice program, using the 85 percent recommendation

Source: Beaufort County School District FY2020-2029 Ten-Year Plan and Capital Budget

School Impact Fee Analysis

- Projected Middle School Students
- South of the Broad

South of the Broad

Beaufort County School District - Middle					
Year		Total Capacity	Enrollment	Total Capacity Utilization	Choice Program Capacity Utilization [1]
Base	2019	3,329	3,130	94%	111%
1	2020	3,329	3,301	99%	117%
2	2021	3,329	3,307	99%	117%
3	2022	3,329	3,300	99%	117%
4	2023	3,329	3,380	102%	119%
5	2024	3,329	3,448	104%	122%
6	2025	3,329	3,517	106%	124%
7	2026	3,329	3,587	108%	127%
8	2027	3,329	3,659	110%	129%
9	2028	3,329	3,732	112%	132%
10	2029	3,329	3,806	114%	135%

[1] Choice capacity is the building capacity the District needs to keep all schools available for the Choice program, using the 85 percent recommendation

Source: Beaufort County School District FY2020-2029 Ten-Year Plan and Capital Budget

School Impact Fee Analysis

- Projected High School Students
- South of the Broad

South of the Broad

Beaufort County School District - High					
Year		Total Capacity	Enrollment	Total Capacity Utilization	Choice Program Capacity Utilization [1]
Base	2019	4,216	4,032	96%	113%
1	2020	4,216	4,190	99%	117%
2	2021	4,216	4,369	104%	122%
3	2022	4,216	4,530	107%	126%
4	2023	4,216	4,480	106%	125%
5	2024	4,216	4,570	108%	128%
6	2025	4,216	4,661	111%	130%
7	2026	4,216	4,754	113%	133%
8	2027	4,216	4,849	115%	135%
9	2028	4,216	4,946	117%	138%
10	2029	4,216	5,045	120%	141%

[1] Choice capacity is the building capacity the District needs to keep all schools available for the Choice program, using the 85 percent recommendation

Source: Beaufort County School District FY2020-2029 Ten-Year Plan and Capital Budget

School Impact Fee Analysis

- Cost per Student Analysis
- South of the Broad

Current Level of Service Standards			
	<i>Elementary</i>	<i>Middle</i>	<i>High</i>
School Floor Area per Student (sq. ft.)	117.99	135.45	154.98
School Cost per Sq. Ft. [2]	\$300	\$300	\$300
School Construction Cost per Student	\$35,397	\$40,635	\$46,494
School Land per Student (acres)	0.0295	0.0303	0.071
Land Cost per Acre [2]	\$100,000	\$100,000	\$100,000
Land Cost per Student	\$2,950	\$3,030	\$7,100
District Owned Buses per Student	0.0028	0.0028	0.0028
Cost per School Bus [2]	\$100,000	\$100,000	\$100,000
School Bus Cost per Student	\$280	\$280	\$280
Total Gross Capital Cost per Student	\$38,627	\$43,945	\$53,874
Credit for Existing Debt per Student	\$4,053	\$4,053	\$4,053
Credit for 2019 Bond per Student	\$301	\$301	\$301
Total Net Local Capital Cost Per Student	\$34,273	\$39,591	\$49,520

[1] Source: US Census Bureau, 5-Year 2017 American Community Survey PUMS data for South Carolina PUMA 01400; TischlerBise analysis

[2] Source: Beaufort County School District

School Impact Fee Analysis

- Preliminary Maximum Supportable Fee
- South of the Broad

Student Generation Rates [1]	School Level			Total
	Elementary (K-5)	Middle (6-8)	High (9-12)	
Housing Type				
Single Family	0.106	0.056	0.074	0.236
Multifamily	0.069	0.023	0.026	0.117

[1] Source: US Census Bureau, 5-Year 2017 American Community Survey PUMS data for South Carolina PUMA 01400; TischlerBise analysis

Maximum Supportable School Impact Fee				
Housing Type	Elementary (K-5)	Middle (6-8)	High (9-12)	Maximum Supportable Fee
Single Family	\$3,635	\$2,229	\$3,671	\$9,535
Multifamily	\$2,350	\$891	\$1,267	\$4,508

School Impact Fee Analysis

- School Impact Fee Revenue
- South of the Broad

Projected Development Impact Fee Revenue

		Single Family \$9,535 per unit	Multifamily \$4,508 per unit
Year		Housing Units	Housing Units
Base	2019	44,852	15,253
Year 1	2020	45,642	15,555
Year 2	2021	46,431	15,858
Year 3	2022	47,221	16,160
Year 4	2023	48,009	16,464
Year 5	2024	48,798	16,767
Year 6	2025	49,588	17,069
Year 7	2026	50,377	17,372
Year 8	2027	51,166	17,675
Year 9	2028	51,955	17,978
Year 10	2029	52,750	18,283
Ten-Year Increase		7,898	3,031
Projected Revenue		\$75,304,749	\$13,662,761
Projected Revenue =>		\$88,967,511	

Beaufort County Impact Fee Study

- Parks & Recreation
- Libraries
- Public Safety: EMS
- Public Safety: Fire
- Transportation
- Housing Affordability

Parks & Rec Impact Fee Analysis

- Components:
 - **Regional Parkland and Improvements** - Incremental
 - **Community Parkland and Improvements** - Incremental
 - **Neighborhood Parkland and Improvements** - Incremental
 - **Recreation Centers** - Incremental
- Service Area:
 - Regional Parks – Countywide
 - All other facilities – North and South of the Broad River
- Current IGAs:
 - Only Town of Bluffton

Parks & Rec Impact Fee Analysis

- Projected Future Facility Needs
- Regional Park: Countywide

Level of Service		Demand Unit	Unit Cost
2.29	Regional Parks Acres	per 1,000 Persons	\$85,408

Year		Population	Regional Park Acres
Base	2019	222,834	510.2
Year 1	2020	227,584	521.1
Year 2	2021	232,034	531.3
Year 3	2022	236,484	541.5
Year 4	2023	240,934	551.7
Year 5	2024	245,384	561.9
Year 6	2025	249,834	572.1
Year 7	2026	254,283	582.3
Year 8	2027	258,733	592.4
Year 9	2028	263,183	602.6
Year 10	2029	267,625	612.8
Ten-Year Increase		44,791	102.6
		Growth-Related Expenditures	\$8,762,878

Countywide Growth-Related Expenditures	\$8,762,878
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Parks & Rec Impact Fee Analysis

- Projected Future Facility Needs
- North of the Broad

Level of Service		Demand Unit	Unit Cost
1.01	Community Park Acres	per 1,000 Persons	\$69,122
0.44	Neighborhood Park Acres	per 1,000 Persons	\$76,612
0.06	Recreation Center Acres	per 1,000 Persons	\$14,000
289.76	Recreation Center Square Feet	per 1,000 Persons	\$175.82

Year		Population	Community Park Acres	Neighborhood Park Acres	Recreation Center Acres	Recreation Center Square Feet
Base	2019	88,819	89.7	39.0	5.3	25,736
Year 1	2020	90,719	91.6	39.9	5.4	26,287
Year 2	2021	92,620	93.5	40.7	5.5	26,838
Year 3	2022	94,521	95.4	41.5	5.6	27,388
Year 4	2023	96,421	97.3	42.4	5.7	27,939
Year 5	2024	98,322	99.3	43.2	5.8	28,490
Year 6	2025	100,222	101.2	44.0	6.0	29,040
Year 7	2026	102,123	103.1	44.9	6.1	29,591
Year 8	2027	104,024	105.0	45.7	6.2	30,142
Year 9	2028	105,924	106.9	46.6	6.3	30,693
Year 10	2029	107,819	108.8	47.4	6.4	31,242
Ten-Year Increase		19,000	19.1	8.4	1.1	5,506
Growth-Related Expenditures			\$1,320,240	\$643,539	\$15,400	\$968,086

North of the Broad Growth-Related Expenditures \$2,947,264

Parks & Rec Impact Fee Analysis

- Projected Future Facility Needs
- South of the Broad

Level of Service		Demand Unit	Unit Cost
0.06	Community Park Acres	per 1,000 Persons	\$234,923
0.04	Neighborhood Park Acres	per 1,000 Persons	\$429,440
0.19	Recreation Center Acres	per 1,000 Persons	\$158,000
258.94	Recreation Center Square Feet	per 1,000 Persons	\$37.00

Year		Population	Community Park Acres	Neighborhood Park Acres	Recreation Center Acres	Recreation Center Square Feet
Base	2019	134,015	8.0	5.3	25.4	34,702
Year 1	2020	136,865	8.2	5.4	26.0	35,440
Year 2	2021	139,414	8.3	5.5	26.4	36,100
Year 3	2022	141,963	8.5	5.6	26.9	36,760
Year 4	2023	144,513	8.6	5.7	27.4	37,420
Year 5	2024	147,062	8.8	5.8	27.9	38,080
Year 6	2025	149,612	8.9	5.9	28.4	38,741
Year 7	2026	152,160	9.1	6.0	28.9	39,400
Year 8	2027	154,709	9.2	6.1	29.3	40,060
Year 9	2028	157,259	9.4	6.2	29.8	40,721
Year 10	2029	159,806	9.5	6.3	30.3	41,380
Ten-Year Increase		25,791	1.5	1.0	4.9	6,678
Growth-Related Expenditures			\$352,385	\$429,440	\$774,200	\$247,086

South of the Broad Growth-Related Expenditures | \$1,803,111

Parks & Rec Impact Fee Analysis

○ Preliminary Maximum Supportable Fee

North of the Broad Service Area

Fee Component	Land Cost per Person	Improvement Cost per Person
Regional Parks	\$124	\$71
Community Parks	\$14	\$56
Neighborhood Parks	\$6	\$28
Recreational Facilities	\$1	\$51
Gross Total	\$145	\$206
Gross Total per Person	\$351	
Credit for Debt Payments	(\$4)	
Net Total	\$347	

South of the Broad Service Area

Fee Component	Land Cost per Person	Improvement Cost per Person
Regional Parks	\$124	\$71
Community Parks	\$9	\$5
Neighborhood Parks	\$6	\$11
Recreational Facilities	\$30	\$10
Gross Total	\$169	\$97
Gross Total per Person	\$266	
Credit for Debt Payments	(\$31)	
Net Total	\$235	

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Maximum Supportable Fee per Unit	Current Fee [1]	Increase/ (Decrease)
1,000 or less	1.40	\$486	\$321	\$165
1,001 to 1,250	1.70	\$590	\$321	\$269
1,251 to 1,500	2.00	\$694	\$321	\$373
1,501 to 1,750	2.30	\$798	\$321	\$477
1,751 to 2,000	2.50	\$868	\$321	\$547
2,001 to 2,500	2.90	\$1,006	\$321	\$685
2,501 to 3,000	3.10	\$1,076	\$321	\$755
3,001 to 3,500	3.40	\$1,180	\$321	\$859
3,501 to 4,000	3.60	\$1,249	\$321	\$928
4,001 or more	3.80	\$1,319	\$321	\$998

[1] fee listed is the average of the fees for the current service areas north of the Broad River

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Maximum Supportable Fee per Unit	Current Fee [1]	Increase/ (Decrease)
1,000 or less	1.20	\$282	\$671	(\$389)
1,001 to 1,250	1.50	\$353	\$671	(\$318)
1,251 to 1,500	1.80	\$423	\$671	(\$248)
1,501 to 1,750	2.00	\$470	\$671	(\$201)
1,751 to 2,000	2.20	\$517	\$671	(\$154)
2,001 to 2,500	2.50	\$588	\$671	(\$83)
2,501 to 3,000	2.80	\$658	\$671	(\$13)
3,001 to 3,500	3.00	\$705	\$671	\$34
3,501 to 4,000	3.20	\$752	\$671	\$81
4,001 or more	3.30	\$776	\$671	\$105

[1] fee listed is the average of the fees for the current service areas south of the Broad River

Parks & Rec Impact Fee Analysis

- Parks & Rec Impact Fee Revenue: **North of the Broad**
 - County collecting in only unincorporated areas

Infrastructure Costs for Parks & Recreation Facilities

	Total Cost	Growth Cost
Regional Parks	\$3,717,146	\$3,717,146
Community Parks	\$1,320,240	\$1,320,240
Neighborhood Parks	\$643,539	\$643,539
Recreational Facilities	\$983,310	\$983,310
Total Expenditures	\$6,664,235	\$6,664,235

Projected Revenue =>	\$4,243,418
Total Expenditures =>	\$6,664,235
Non-Impact Fee Funding =>	\$2,420,816

Projected Development Impact Fee Revenue

		Single Family \$1,076 per unit	Multifamily \$590 per unit	Retail \$0 per KSF	Office/Service \$0 per KSF	Industrial \$0 per KSF	Institutional \$0 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	15,141	4,582	459	674	703	107
Year 1	2020	15,479	4,684	475	698	728	110
Year 2	2021	15,817	4,786	491	722	753	114
Year 3	2022	16,155	4,888	507	745	778	118
Year 4	2023	16,492	4,991	523	769	803	122
Year 5	2024	16,830	5,093	539	793	827	125
Year 6	2025	17,168	5,195	555	816	852	129
Year 7	2026	17,506	5,297	571	840	877	133
Year 8	2027	17,844	5,399	587	864	902	137
Year 9	2028	18,181	5,502	603	888	927	141
Year 10	2029	18,524	5,605	619	911	951	144
Ten-Year Increase		3,382	1,024	159	237	248	38
Projected Revenue		\$3,639,533	\$603,885	\$0	\$0	\$0	\$0

Parks & Rec Impact Fee Analysis

- Parks & Rec Impact Fee Revenue: South of the Broad
 - County collecting in unincorporated areas and Bluffton

Infrastructure Costs for Parks & Recreation Facilities

	Total Cost	Growth Cost
Regional Parks	\$5,045,732	\$5,045,732
Community Parks	\$352,385	\$352,385
Neighborhood Parks	\$429,440	\$429,440
Recreational Facilities	\$1,021,323	\$1,021,323
Total Expenditures	\$6,848,880	\$6,848,880

Projected Revenue =>	\$3,638,828
Total Expenditures =>	\$6,848,880
General Fund's Share =>	\$3,210,052

Projected Development Impact Fee Revenue

		Single Family \$658 per unit	Multifamily \$353 per unit	Retail \$0 per KSF	Office/Service \$0 per KSF	Industrial \$0 per KSF	Institutional \$0 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	31,421	13,757	2,662	3,394	4,816	1,692
Year 1	2020	31,824	13,930	2,720	3,467	4,923	1,730
Year 2	2021	32,276	14,131	2,788	3,549	5,046	1,773
Year 3	2022	32,728	14,331	2,857	3,632	5,170	1,817
Year 4	2023	33,180	14,532	2,925	3,714	5,293	1,860
Year 5	2024	33,632	14,732	2,994	3,796	5,417	1,904
Year 6	2025	34,084	14,933	3,062	3,879	5,540	1,947
Year 7	2026	34,536	15,133	3,131	3,961	5,664	1,991
Year 8	2027	34,988	15,334	3,199	4,044	5,787	2,034
Year 9	2028	35,440	15,534	3,268	4,126	5,911	2,078
Year 10	2029	35,890	15,735	3,336	4,209	6,034	2,121
Ten-Year Increase		4,469	1,978	674	814	1,219	429
Projected Revenue		\$2,940,661	\$698,167	\$0	\$0	\$0	\$0

Beaufort County Impact Fee Study

- Parks & Recreation
- **Libraries**
- Public Safety: EMS
- Public Safety: Fire
- Transportation
- Housing Affordability

Library Impact Fee Analysis

- Components:
 - **Library Branches** - Incremental
 - **Bookmobiles** - Incremental
- Service Area:
 - Library Branches - North and South of the Broad River
 - Bookmobiles – Countywide
- Current IGAs:
 - Bluffton, Hilton Head Island participating
 - Beaufort, Port Royal considering program

Library Impact Fee Analysis

- Projected Future Facility Needs
- Service Area: **North of the Broad**

Level of Service		Demand Unit	Unit Cost
0.67	Library Branch Square Feet	per Persons	\$285
0.11	Library Branch Land Acres	per 1,000 Persons	\$14,000

Year		Population	Library Branch Square Feet	Library Branch Land Acres
Base	2019	88,819	59,508	9.77
Year 1	2020	90,719	60,781	9.97
Year 2	2021	92,620	62,055	10.18
Year 3	2022	94,521	63,329	10.39
Year 4	2023	96,421	64,602	10.60
Year 5	2024	98,322	65,875	10.81
Year 6	2025	100,222	67,148	11.02
Year 7	2026	102,123	68,422	11.23
Year 8	2027	104,024	69,696	11.44
Year 9	2028	105,924	70,969	11.65
Year 10	2029	107,819	72,238	11.86
Ten-Year Increase		19,000	12,730	2.09
Growth-Related Expenditures			\$3,628,050	\$29,260

North of the Broad Growth-Related Expenditures	\$3,657,310
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Library Impact Fee Analysis

- Projected Future Facility Needs
- Service Area: South of the Broad

Level of Service		Demand Unit	Unit Cost
0.39	Library Branch Square Feet	per Person	\$285
0.09	Library Branch Land Acres	per 1,000 Persons	\$158,000

Year		Population	Library Branch Square Feet	Library Branch Land Acres
Base	2019	134,015	52,266	12.06
Year 1	2020	136,865	53,377	12.31
Year 2	2021	139,414	54,371	12.54
Year 3	2022	141,963	55,365	12.77
Year 4	2023	144,513	56,360	13.00
Year 5	2024	147,062	57,354	13.23
Year 6	2025	149,612	58,348	13.46
Year 7	2026	152,160	59,342	13.69
Year 8	2027	154,709	60,336	13.92
Year 9	2028	157,259	61,331	14.15
Year 10	2029	159,806	62,324	14.38
Ten-Year Increase		25,791	10,058	2.32
Growth-Related Expenditures			\$2,866,530	\$366,560

South of the Broad Growth-Related Expenditures	\$3,233,090
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Library Impact Fee Analysis

- Projected Future Facility Needs – Bookmobiles
- Service Area: Countywide

Type of Infrastructure	Level of Service		Demand Unit	Unit Cost / Sq. Ft.
Bookmobiles	Residential	0.009	Vehicles	per 1,000 persons
	Nonresidential	0.00		per jobs
				\$150,000

Growth-Related Need for Bookmobiles						
Year		Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2019	222,834	66,479	2.0	0.0	2.0
Year 1	2020	227,584	68,104	2.0	0.0	2.0
Year 2	2021	232,034	69,730	2.1	0.0	2.1
Year 3	2022	236,484	71,355	2.1	0.0	2.1
Year 4	2023	240,934	72,980	2.2	0.0	2.2
Year 5	2024	245,384	74,606	2.2	0.0	2.2
Year 6	2025	249,834	76,231	2.2	0.0	2.2
Year 7	2026	254,283	77,856	2.3	0.0	2.3
Year 8	2027	258,733	79,482	2.3	0.0	2.3
Year 9	2028	263,183	81,107	2.4	0.0	2.4
Year 10	2029	267,625	82,733	2.4	0.0	2.4
Ten-Year Increase		44,791	16,254	0.4	0.0	0.4
Projected Expenditure				\$60,000	\$0	\$60,000

Growth-Related Expenditures for Bookmobiles	\$60,000
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Library Impact Fee Analysis

○ Preliminary Maximum Supportable Fee

North of the Broad Service Area

Fee Component	Cost per Person
Library Branches	\$191
Library Land	\$2
Book Mobiles	\$1
Gross Total	\$194
Credit for Debt Payments	(\$33)
Net Total	\$161

South of the Broad Service Area

Fee Component	Cost per Person
Library Branches	\$111
Library Land	\$14
Book Mobiles	\$1
Gross Total	\$126
Credit for Debt Payments	\$0
Net Total	\$126

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
1,000 or less	1.40	\$225	\$553	(\$328)
1,001 to 1,250	1.70	\$273	\$553	(\$280)
1,251 to 1,500	2.00	\$321	\$553	(\$232)
1,501 to 1,750	2.30	\$369	\$553	(\$184)
1,751 to 2,000	2.50	\$401	\$553	(\$152)
2,001 to 2,500	2.90	\$466	\$553	(\$87)
2,501 to 3,000	3.10	\$498	\$553	(\$55)
3,001 to 3,500	3.40	\$546	\$553	(\$7)
3,501 to 4,000	3.60	\$578	\$553	\$25
4,001 or more	3.80	\$610	\$553	\$57

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
1,000 or less	1.20	\$151	\$553	(\$402)
1,001 to 1,250	1.50	\$189	\$553	(\$364)
1,251 to 1,500	1.80	\$227	\$553	(\$326)
1,501 to 1,750	2.00	\$252	\$553	(\$301)
1,751 to 2,000	2.20	\$278	\$553	(\$275)
2,001 to 2,500	2.50	\$316	\$553	(\$237)
2,501 to 3,000	2.80	\$353	\$553	(\$200)
3,001 to 3,500	3.00	\$379	\$553	(\$174)
3,501 to 4,000	3.20	\$404	\$553	(\$149)
4,001 or more	3.30	\$417	\$553	(\$136)

Library Impact Fee Analysis

- Library Impact Fee Revenue: **North of the Broad**
 - Projections include revenue from municipalities
 - Credit results in a slight need for other funding

Infrastructure Costs for Library Facilities

	Total Cost	Growth Cost
Library Branches	\$3,628,050	\$3,628,050
Library Land	\$29,260	\$29,260
Bookmobiles	\$25,928	\$25,928
Total Expenditures	\$3,683,238	\$3,683,238

Projected Revenue =>	\$3,580,784
Total Expenditures =>	\$3,683,238
Non-Impact Fee Funding =>	\$102,454

Projected Development Impact Fee Revenue

		Single Family \$498 per unit	Multifamily \$273 per unit	Retail \$0 per KSF	Office/Service \$0 per KSF	Industrial \$0 per KSF	Institutional \$0 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2018	27,589	8,348	2,321	3,970	3,885	1,074
Year 1	2019	28,206	8,535	2,401	4,100	4,015	1,109
Year 2	2020	28,823	8,722	2,480	4,230	4,144	1,143
Year 3	2021	29,440	8,909	2,559	4,360	4,273	1,178
Year 4	2022	30,058	9,095	2,639	4,490	4,403	1,213
Year 5	2023	30,675	9,282	2,718	4,620	4,532	1,248
Year 6	2024	31,292	9,469	2,797	4,750	4,661	1,283
Year 7	2025	31,909	9,656	2,877	4,880	4,791	1,318
Year 8	2026	32,526	9,843	2,956	5,010	4,920	1,353
Year 9	2027	33,144	10,029	3,035	5,140	5,049	1,388
Year 10	2028	33,756	10,215	3,115	5,270	5,179	1,423
Ten-Year Increase		6,167	1,866	793	1,300	1,293	349
Projected Revenue		\$3,071,306	\$509,478	\$0	\$0	\$0	\$0

Library Impact Fee Analysis

- Library Impact Fee Revenue: South of the Broad
- Projections include revenue from municipalities

Infrastructure Costs for Library Facilities

	Total Cost	Growth Cost
Library Branches	\$2,866,530	\$2,866,530
Library Land	\$366,560	\$366,560
Bookmobiles	\$35,272	\$35,272
Total Expenditures	\$3,268,362	\$3,268,362

Projected Revenue =>	\$3,360,712
Total Expenditures =>	\$3,268,362
Non-Impact Fee Funding =>	\$0

Projected Development Impact Fee Revenue

		Single Family \$353 per unit	Multifamily \$189 per unit	Retail \$0 per KSF	Office/Service \$0 per KSF	Industrial \$0 per KSF	Institutional \$0 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2018	44,852	15,253	4,486	5,287	5,424	1,845
Year 1	2019	45,642	15,555	4,564	5,376	5,544	1,884
Year 2	2020	46,431	15,858	4,642	5,466	5,665	1,923
Year 3	2021	47,221	16,160	4,720	5,555	5,785	1,962
Year 4	2022	48,009	16,464	4,797	5,645	5,906	2,001
Year 5	2023	48,798	16,767	4,875	5,734	6,026	2,040
Year 6	2024	49,588	17,069	4,953	5,824	6,146	2,079
Year 7	2025	50,377	17,372	5,030	5,913	6,267	2,118
Year 8	2026	51,166	17,675	5,108	6,003	6,387	2,157
Year 9	2027	51,955	17,978	5,186	6,092	6,508	2,196
Year 10	2028	52,750	18,283	5,263	6,182	6,628	2,235
Ten-Year Increase		7,898	3,031	777	895	1,204	389
Projected Revenue		\$2,787,895	\$572,818	\$0	\$0	\$0	\$0

Beaufort County Impact Fee Study

- Parks & Recreation
- Libraries
- **Public Safety: EMS**
- Public Safety: Fire
- Transportation
- Housing Affordability

EMS Impact Fee Analysis

- Components:
 - **EMS Stations** - Incremental
 - **EMS Vehicles** - Incremental
- Service Area:
 - Countywide excluding Hilton Head Island
- Current IGAs:
 - None (new fee)

EMS Impact Fee Analysis

- Projected Future Facility Needs – EMS Stations
- Service Area: Countywide

Type of Infrastructure	Level of Service		Demand Unit	Unit Cost / Sq. Ft.
EMS Stations	Residential	0.17	Square Feet	per persons
	Nonresidential	0.06		per vehicle trip
				\$413

Growth-Related Need for EMS Stations						
Year		Population	Nonres. Trips	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2019	158,581	112,143	26,958	6,729	33,687
Year 1	2020	163,613	115,884	27,814	6,953	34,767
Year 2	2021	167,928	119,945	28,547	7,197	35,744
Year 3	2022	172,243	124,006	29,281	7,440	36,721
Year 4	2023	176,558	128,067	30,014	7,684	37,698
Year 5	2024	180,874	132,127	30,748	7,928	38,676
Year 6	2025	185,189	136,189	31,482	8,171	39,653
Year 7	2026	189,502	140,249	32,215	8,415	40,630
Year 8	2027	193,817	144,310	32,948	8,659	41,607
Year 9	2028	198,132	148,372	33,682	8,902	42,584
Year 10	2029	202,432	152,433	34,413	9,146	43,559
Ten-Year Increase		43,851	40,289	7,455	2,417	9,872
		Projected Expenditure		\$3,078,915	\$998,221	\$4,077,136

Growth-Related Expenditures for EMS Stations \$4,077,136

EMS Impact Fee Analysis

- Projected Future Facility Needs – EMS Vehicles
- Service Area: Countywide

Type of Infrastructure	Level of Service		Demand Unit	Unit Cost
EMS Vehicles	Residential	0.08	Vehicles	per 1,000 persons
	Nonresidential	0.03		per 1,000 vehicle trips
\$300,000				

Growth-Related Need for EMS Vehicles						
Year		Population	Nonres. Trips	Residential Vehicles	Nonresidential Vehicles	Total Vehicles
Base	2019	158,581	112,143	13.42	3.53	16.95
Year 1	2020	163,613	115,884	13.85	3.65	17.50
Year 2	2021	167,928	119,945	14.22	3.78	18.00
Year 3	2022	172,243	124,006	14.58	3.91	18.49
Year 4	2023	176,558	128,067	14.95	4.04	18.99
Year 5	2024	180,874	132,127	15.31	4.16	19.47
Year 6	2025	185,189	136,189	15.68	4.29	19.97
Year 7	2026	189,502	140,249	16.04	4.42	20.46
Year 8	2027	193,817	144,310	16.41	4.55	20.96
Year 9	2028	198,132	148,372	16.77	4.68	21.45
Year 10	2029	202,432	152,433	17.14	4.80	21.94
Ten-Year Increase		43,851	40,289	3.72	1.27	4.99
		Projected Expenditure		\$1,116,000	\$381,000	\$1,497,000

Growth-Related Expenditures for EMS Vehicles | \$1,497,000

EMS Impact Fee Analysis

- **Preliminary** Maximum Supportable Fee
 - The County currently does not have an EMS fee

Fee Component	Cost per Person	Cost per Nonres. Vehicle Trip
EMS Facilities	\$70	\$25
EMS Vehicles	\$24	\$9
Gross Total	\$94	\$34
Credit for Debt Payments	(\$21)	(\$8)
Net Total	\$73	\$26

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Maximum Supportable Fee per Unit
1,000 or less	1.30	\$95
1,001 to 1,250	1.62	\$118
1,251 to 1,500	1.89	\$138
1,501 to 1,750	2.12	\$155
1,751 to 2,000	2.32	\$169
2,001 to 2,500	2.65	\$193
2,501 to 3,000	2.92	\$213
3,001 to 3,500	3.15	\$230
3,501 or 4,000	3.35	\$245
4,001 or more	3.53	\$258

Nonresidential

Development Type	Trips per 1,000 Sq. Ft.	Maximum Supportable Fee per 1,000 Sq. Ft.
Retail	14.35	\$373
Office/Service	4.87	\$127
Industrial	1.97	\$51
Institutional	5.36	\$139

EMS Impact Fee Analysis

- EMS Impact Fee Revenue
 - Credit results in revenue not covering entire cost

Infrastructure Costs for Public Safety Facilities

	Total Cost	Growth Cost
EMS Facilities	\$4,077,136	\$4,077,136
EMS Vehicles	\$1,497,000	\$1,497,000
Total Expenditures	\$5,574,136	\$5,574,136

Projected Revenue =>	\$4,190,284
Total Expenditures =>	\$5,574,136
Non-Impact Fee Funding =>	\$1,383,852

Projected Development Impact Fee Revenue

		Single Family \$213 per unit	Multifamily \$118 per unit	Retail \$373 per KSF	Office/Service \$127 per KSF	Industrial \$51 per KSF	Institutional \$139 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	53,764	13,384	4,109	5,930	6,807	2,043
Year 1	2020	55,015	13,788	4,241	6,136	7,045	2,113
Year 2	2021	56,266	14,193	4,392	6,347	7,288	2,185
Year 3	2022	57,517	14,597	4,543	6,559	7,531	2,258
Year 4	2023	58,768	15,002	4,693	6,771	7,774	2,330
Year 5	2024	60,019	15,407	4,844	6,983	8,017	2,402
Year 6	2025	61,270	15,811	4,995	7,195	8,260	2,475
Year 7	2026	62,521	16,216	5,146	7,407	8,503	2,547
Year 8	2027	63,772	16,621	5,297	7,618	8,746	2,619
Year 9	2028	65,023	17,025	5,448	7,830	8,989	2,692
Year 10	2029	66,275	17,431	5,599	8,042	9,232	2,764
Ten-Year Increase		12,511	4,047	1,490	2,112	2,425	721
Projected Revenue		\$2,664,864	\$477,546	\$555,776	\$268,179	\$123,676	\$100,242

Beaufort County Impact Fee Study

- Parks & Recreation
- Libraries
- Public Safety: EMS
- **Public Safety: Fire**
- Transportation
- Housing Affordability

Fire Impact Fee Analysis

- Components:
 - **Fire Stations** – Incremental
 - **Admin and Training Facilities** – Incremental
 - **Fire Apparatuses** - Incremental
- Service Area:
 - Bluffton Township Fire District and North of the Broad Service Area excluding Beaufort/Port Royal
- Current IGAs:
 - Town of Bluffton
 - Other municipalities not included in fee analysis

Fire Impact Fee Analysis

- Projected Future Facility Needs
- Service Area: **North Service Area**

Level of Service		Demand Unit	Unit Cost
3.83	Fire Station Square Feet	per EDU	\$184
0.48	Admin Office Square Feet	per EDU	\$199
1.38	Fire Apparatus	per 1,000 EDUs	\$507,143

Year		Equivalent Dwelling Unit	Fire Station Square Feet	Admin Office Square Feet	Fire Apparatuses
Base	2019	20,314	77,803	9,751	28.0
Year 1	2020	20,793	79,636	9,981	28.7
Year 2	2021	21,271	81,470	10,210	29.4
Year 3	2022	21,750	83,303	10,440	30.0
Year 4	2023	22,229	85,137	10,670	30.7
Year 5	2024	22,708	86,971	10,900	31.3
Year 6	2025	23,187	88,804	11,130	32.0
Year 7	2026	23,665	90,638	11,359	32.7
Year 8	2027	24,144	92,472	11,589	33.3
Year 9	2028	24,623	94,305	11,819	34.0
Year 10	2029	25,107	96,160	12,051	34.6
Ten-Year Increase		4,793	18,357	2,301	6.6
Growth-Related Expenditures			\$3,377,726	\$457,828	\$3,354,420

South of the Broad Growth-Related Expenditures | **\$7,189,974**

[1] EDU stands for equivalent dwelling unit

Fire Impact Fee Analysis

- Projected Future Facility Needs
- Service Area: Bluffton Fire District

Level of Service		Demand Unit [1]	Unit Cost
1.62	Fire Station Square Feet	per EDU	\$385
0.41	Admin Office Square Feet	per EDU	\$383
0.55	Fire Apparatus	per 1,000 EDUs	\$571,250

Year		Equivalent Dwelling Unit	Fire Station Square Feet	Admin Office Square Feet	Fire Apparatuses
Base	2019	36,276	58,767	14,873	20.0
Year 1	2020	37,296	60,420	15,292	20.5
Year 2	2021	38,317	62,073	15,710	21.1
Year 3	2022	39,337	63,726	16,128	21.6
Year 4	2023	40,357	65,379	16,546	22.2
Year 5	2024	41,378	67,032	16,965	22.8
Year 6	2025	42,398	68,685	17,383	23.3
Year 7	2026	43,418	70,337	17,801	23.9
Year 8	2027	44,438	71,990	18,220	24.4
Year 9	2028	45,459	73,643	18,638	25.0
Year 10	2029	46,487	75,309	19,060	25.6
Ten-Year Increase		10,211	16,542	4,187	5.6
Growth-Related Expenditures			\$6,368,682	\$1,603,454	\$3,208,209

North of the Broad Growth-Related Expenditures | **\$11,180,345**

[1] EDU stands for equivalent dwelling unit

Fire Impact Fee Analysis

- **Preliminary** Maximum Supportable Fee

North of the Broad

Fee Component	Cost per EDU
Fire Stations	\$705
Admin & Maintenance Facilities	\$96
Fire Apparatuses	\$700
Gross Total	\$1,501
Credit for Debt Payments	(\$323)
Net Total	\$1,178

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Equivalent Dwelling Units	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
1,000 or less	1.40	0.51	\$601	\$1,178	(\$577)
1,001 to 1,250	1.70	0.63	\$742	\$1,178	(\$436)
1,251 to 1,500	2.00	0.74	\$872	\$1,178	(\$306)
1,501 to 1,750	2.30	0.85	\$1,001	\$1,178	(\$177)
1,751 to 2,000	2.50	0.92	\$1,084	\$1,178	(\$94)
2,001 to 2,500	2.90	1.07	\$1,260	\$1,178	\$82
2,501 to 3,000	3.10	1.14	\$1,343	\$1,178	\$165
3,001 to 3,500	3.40	1.25	\$1,473	\$1,178	\$295
3,501 or 4,000	3.60	1.32	\$1,555	\$1,178	\$377
4,001 or more	3.80	1.40	\$1,649	\$1,178	\$471

Fire Impact Fee Analysis

- Preliminary Maximum Supportable Fee

Bluffton Fire District

Fee Component	Cost per EDU
Fire Stations	\$624
Admin & Maintenance Facilities	\$157
Fire Apparatuses	\$314
Gross Total	\$1,095
Credit for Debt Payments	(\$142)
Net Total	\$953

Residential

Housing Unit Size (Sq. Ft.)	Persons per Household	Equivalent Dwelling Units	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
1,000 or less	1.20	0.50	\$477	\$481	(\$4)
1,001 to 1,250	1.50	0.63	\$600	\$481	\$119
1,251 to 1,500	1.80	0.75	\$715	\$481	\$234
1,501 to 1,750	2.00	0.83	\$791	\$481	\$310
1,751 to 2,000	2.20	0.92	\$877	\$481	\$396
2,001 to 2,500	2.50	1.04	\$991	\$481	\$510
2,501 to 3,000	2.80	1.17	\$1,115	\$481	\$634
3,001 to 3,500	3.00	1.25	\$1,191	\$481	\$710
3,501 or 4,000	3.20	1.33	\$1,267	\$481	\$786
4,001 or more	3.30	1.38	\$1,315	\$481	\$834

Fire Impact Fee Analysis

- **Preliminary** Maximum Supportable Fee
 - Nonresidential fee is based on the determined fire hazard level (consistent with the current fee schedule)

Nonresidential

FIRE HAZARD LEVEL	BUILDING AREA (SQUARE FEET)			
	Up to 1,000 sq. ft.	1,001 to 5,000 sq. ft.	5,001 to 10,000 sq. ft.	10,000 sq. ft. and larger
	Base Minimum	Add Per 1,000 sq. ft.		
Low Hazard Occupancy	1.0 EDU	0.8 EDU	0.5 EDU	0.1 EDU
Medium Hazard Occupancy	1.5 EDU	1.2 EDU	0.75 EDU	0.15 EDU
High Hazard Occupancy	2.0 EDU	1.6 EDU	1.0 EDU	0.2 EDU

Fire Impact Fee Analysis

- Fire Impact Fee Revenue – North of the Broad
- Credit results in revenue not covering entire cost

Infrastructure Costs for Fire Facilities

	Total Cost	Growth Cost
Fire Stations	\$3,377,688	\$3,377,688
Admin Facilities	\$457,700	\$457,700
Fire Apparatuses	\$3,347,144	\$3,347,144
Total Expenditures	\$7,182,532	\$7,182,532

Projected Revenue =>	\$6,316,028
Total Expenditures =>	\$7,182,532
Non-Impact Fee Funding =>	\$866,504

Projected Development Impact Fee Revenue

		Single Family \$1,343 per unit	Multifamily \$742 per unit	Retail \$1,260 per KSF	Office/Service \$789 per KSF	Industrial \$401 per KSF	Institutional \$860 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	17,237	2,486	461	674	703	107
Year 1	2020	17,657	2,506	477	698	728	110
Year 2	2021	18,077	2,526	493	722	753	114
Year 3	2022	18,497	2,546	509	745	777	118
Year 4	2023	18,917	2,566	525	769	802	122
Year 5	2024	19,337	2,586	541	793	827	125
Year 6	2025	19,757	2,606	557	816	852	129
Year 7	2026	20,177	2,626	573	840	877	133
Year 8	2027	20,597	2,646	589	864	901	137
Year 9	2028	21,017	2,666	605	888	926	140
Year 10	2029	21,441	2,688	621	911	951	144
Ten-Year Increase		4,204	202	160	237	248	38
Projected Revenue		\$5,645,972	\$149,884	\$201,562	\$186,958	\$99,353	\$32,299

Fire Impact Fee Analysis

- Fire Impact Fee Revenue – Bluffton Fire District
- Credit results in revenue not covering entire cost

Infrastructure Costs for Fire Facilities

	Total Cost	Growth Cost
Fire Stations	\$6,368,670	\$6,368,670
Admin Facilities	\$1,603,621	\$1,603,621
Fire Apparatuses	\$3,199,000	\$3,199,000
Total Expenditures	\$11,171,291	\$11,171,291

Projected Revenue =>	\$10,195,965
Total Expenditures =>	\$11,171,291
Non-Impact Fee Funding =>	\$975,326

Projected Development Impact Fee Revenue

		Single Family \$1,115 per unit	Multifamily \$600 per unit	Retail \$1,191 per KSF	Office/Service \$743 per KSF	Industrial \$372 per KSF	Institutional \$810 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	26,175	5,036	1,657	1,968	2,921	969
Year 1	2020	26,809	5,253	1,715	2,033	3,022	1,002
Year 2	2021	27,442	5,471	1,774	2,097	3,122	1,034
Year 3	2022	28,077	5,689	1,833	2,161	3,223	1,067
Year 4	2023	28,710	5,907	1,891	2,225	3,323	1,100
Year 5	2024	29,344	6,125	1,950	2,290	3,424	1,132
Year 6	2025	29,978	6,342	2,009	2,354	3,524	1,165
Year 7	2026	30,612	6,561	2,067	2,418	3,625	1,198
Year 8	2027	31,245	6,779	2,126	2,482	3,725	1,231
Year 9	2028	31,880	6,996	2,185	2,546	3,825	1,263
Year 10	2029	32,519	7,217	2,243	2,611	3,926	1,296
Ten-Year Increase		6,344	2,181	586	642	1,004	327
Projected Revenue		\$7,073,358	\$1,308,468	\$698,548	\$477,288	\$373,337	\$264,964

Fire Impact Fee Analysis

- Fire Impact Fee Considerations
 - Residential fee exempted with approved sprinkler system
 - Higher fee for 5,000 sq. ft. single family units
 - Units require advance equipment and vehicles
 - Demand = 2 EDUs

Beaufort County Impact Fee Study

- Parks & Recreation
- Libraries
- Public Safety: EMS
- Public Safety: Fire
- **Transportation**
- Housing Affordability

Transportation Impact Fee Analysis

- Components:
 - **Transportation Improvements - Plan-Based**
- Service Area:
 - North and South of the Broad River
- Current IGAs:
 - All municipalities participating

Transportation Impact Fee Analysis

- Plan-Based Approach: **North of the Broad**
 - Offset included for revenue from Penny Referendum
 - County anticipates contributing 85% of costs

Project	Description	Total Cost	Penny Referendum Offset	County Contribution (85%)
US 21/SC 802 Connector SE (Hazel Farms Road)	New Road	\$5,244,000	\$5,244,000	\$0
US 21/SC 802 Connector NW (Sunset/Miller Road)	New Road	\$6,634,000	\$6,634,000	\$0
US 21/SC 802 Intersection Improvement (Sea Island Pkwy/Sams Pt. Road)	Intersection Improvements	\$2,500,000	\$2,500,000	\$0
US 21/SC 128 Intersection Improvement (Ribaut Road/Lady's Island Drive)	Intersection Improvements	\$1,000,000	\$1,000,000	\$0
Boundary Street Connectivity (Polk St. Parallel Road)	New Road	\$4,000,000	\$4,000,000	\$0
Joe Frazier Road Improvements	Access Management	\$7,000,000	\$0	\$5,950,000
US 21 Business (Woods Memorial Bridge ITS)	Intelligent Transportation Systems	\$1,000,000	\$0	\$850,000
Sea Island Parkway Improvements	Access Management/Complete Street	\$15,756,000	\$15,756,000	\$0
Spine Road - Port Royal Port	New Road	\$5,000,000	\$0	\$4,250,000
US 21 and Parker Drive Mast Arm Signal	Traffic Signal	\$125,000	\$0	\$106,250
9 Traffic Signals	Traffic Signal	\$2,525,000	\$0	\$2,146,250
Port Royal Road Interconnectivity	New Road	\$950,000	\$0	\$807,500
		\$51,734,000	\$35,134,000	\$14,110,000

Total Cost for Road Projects	\$14,110,000
2030 Vehicle Miles Traveled - North of the Broad	1,086,520
Capital Cost per Vehicle Miles Traveled	\$12.99

Transportation Impact Fee Analysis

- Plan-Based Approach: South of the Broad
 - Offset included for revenue from Penny Referendum
 - County anticipates contributing 85% of costs

Project	Description	Total Cost	Penny Referendum Offset	County Contribution (85%)
US 278 at Jenkins Island Alternate 2A	Superstreet Plan	\$7,400,000	\$0	\$7,400,000
US 278 from Bluffton 5A to Jenkins Is	Bridge Widening	\$200,000,000	\$80,000,000	\$102,000,000
US 278	Access Management	\$12,600,000	\$0	\$10,710,000
US 278/SC 170 Interchange	Interchange Improvements	\$25,000,000	\$0	\$21,250,000
SC 170 - US 278 to Tide Watch	Road Widening	\$15,000,000	\$0	\$12,750,000
SC 46/170 from Argent Blvd to SC 462	Road Widening	\$10,000,000	\$0	\$8,500,000
Buckwalter Parkway	Access Management	\$2,000,000	\$0	\$1,700,000
May River Rd	Access Management	\$10,000,000	\$0	\$8,500,000
Burnt Church Rd from Bluffton Pkwy to All Joy Turn	Access Management	\$5,000,000	\$0	\$4,250,000
Buck Island Rd from US 278 to Bluffton Pkwy	Road Widening	\$8,000,000	\$0	\$6,800,000
Lake Point Dr / Old Miller Rd Connection	New Road	\$1,000,000	\$0	\$1,000,000
SC 170/SC 46 from roundabout to Jasper Co.	Road Widening	\$45,000,000	\$0	\$45,000,000
Innovation Drive	New Road	\$750,000	\$0	\$637,500
Buckwalter Frontage Connector Road	New Road	\$880,000	\$0	\$748,000
16 Traffic Signal	Traffic Signal	\$4,480,000	\$0	\$3,808,000
		\$347,110,000	\$80,000,000	\$235,053,500

Total Cost for Road Projects	\$235,053,500
2030 Vehicle Miles Traveled - South of the Broad	1,585,901
Cost per Vehicle Miles Traveled	\$148.21

Transportation Impact Fee Analysis

- Preliminary Maximum Supportable Fee
 - North of the Broad

North of the Broad

Fee Component	Cost per VMT
North of the Broad Projects	\$12.99
Gross Total	\$12.99
Credit for Debt Payments	\$0.00
Net Total	\$12.99

Development Type	Ave. Daily Veh. Trip Ends	Trip Rate Adjustment	Ave. Miles per Veh. Trip	Trip Length Weighting	Maximum Supportable Fee	Current Fee	Increase/ (Decrease)
Residential (per housing unit)							
1,000 or less	3.90	55%	3.66	121%	\$123	\$544	(\$421)
1,001 to 1,250	4.90	55%	3.66	121%	\$155	\$544	(\$389)
1,251 to 1,500	5.80	55%	3.66	121%	\$184	\$544	(\$360)
1,501 to 1,750	6.50	55%	3.66	121%	\$206	\$775	(\$569)
1,751 to 2,000	7.10	55%	3.66	121%	\$225	\$775	(\$550)
2,001 to 2,500	8.10	55%	3.66	121%	\$256	\$775	(\$519)
2,501 to 3,000	9.00	55%	3.66	121%	\$285	\$775	(\$490)
3,001 to 3,500	9.70	55%	3.66	121%	\$307	\$775	(\$468)
3,501 or 4,000	10.30	55%	3.66	121%	\$326	\$775	(\$449)
4,001 or more	10.80	55%	3.66	121%	\$342	\$775	(\$433)
Nonresidential (per 1,000 square feet)							
Retail	37.75	38%	3.00	66%	\$369	\$1,948	(\$1,579)
Office/Service	9.74	50%	3.97	73%	\$183	\$803	(\$620)
Industrial	3.93	50%	3.97	73%	\$74	\$122	(\$48)
Institutional	10.72	50%	3.36	73%	\$171	\$1,423	(\$1,252)

Transportation Impact Fee Analysis

- Preliminary Maximum Supportable Fee
- South of the Broad

South of the Broad

Fee Component	Cost per VMT
South of the Broad Projects	\$148.21
Gross Total	\$148.21
Credit for Debt Payments	(\$8.72)
Net Total	\$139.49

Development Type	Ave. Daily Veh. Trip Ends	Trip Rate Adjustment	Ave. Miles per Veh. Trip	Trip Length Weighting	Maximum Supportable Fee	Current Fee [1]	Increase/ (Decrease)
Residential (per housing unit)							
1,000 or less	3.60	55%	3.66	121%	\$1,223	\$1,471	(\$248)
1,001 to 1,250	4.50	55%	3.66	121%	\$1,529	\$1,471	\$58
1,251 to 1,500	5.30	55%	3.66	121%	\$1,801	\$1,471	\$330
1,501 to 1,750	6.00	55%	3.66	121%	\$2,039	\$2,095	(\$56)
1,751 to 2,000	6.60	55%	3.66	121%	\$2,242	\$2,095	\$148
2,001 to 2,500	7.50	55%	3.66	121%	\$2,548	\$2,095	\$454
2,501 to 3,000	8.30	55%	3.66	121%	\$2,820	\$2,095	\$726
3,001 to 3,500	8.90	55%	3.66	121%	\$3,024	\$2,095	\$930
3,501 or 4,000	9.50	55%	3.66	121%	\$3,228	\$2,095	\$1,134
4,001 or more	10.00	55%	3.66	121%	\$3,398	\$2,095	\$1,304
Nonresidential (per 1,000 square feet)							
Retail	37.75	38%	3.00	66%	\$3,962	\$4,314	(\$352)
Office/Service	9.74	50%	3.97	73%	\$1,969	\$2,353	(\$384)
Industrial	3.93	50%	3.97	73%	\$794	\$356	\$438
Institutional	10.72	50%	3.36	73%	\$1,834	\$3,531	(\$1,697)

[1] fee listed is the average between the Bluffton/Okatie and Hilton Head/Daufuski Island Assessment Districts

Transportation Impact Fee Analysis

- Transportation Impact Fee Revenue: **North of the Broad**

Infrastructure Costs for Transportation Facilities

	County Cost	Growth Cost
Roadway Improvements	\$14,110,000	\$2,963,100
Total Expenditures	\$14,110,000	\$2,963,100

Projected Revenue =>	\$3,006,253
Total Expenditures =>	\$2,963,100
Non-Impact Fee Funding =>	\$0

Projected Development Impact Fee Revenue

		Single Family \$285 per unit	Multifamily \$155 per unit	Retail \$369 per KSF	Office/Service \$183 per KSF	Industrial \$74 per KSF	Institutional \$171 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	27,589	8,348	2,321	3,970	3,885	1,074
Year 1	2020	28,206	8,535	2,401	4,100	4,015	1,109
Year 2	2021	28,823	8,722	2,480	4,230	4,144	1,143
Year 3	2022	29,440	8,909	2,559	4,360	4,273	1,178
Year 4	2023	30,058	9,095	2,639	4,490	4,403	1,213
Year 5	2024	30,675	9,282	2,718	4,620	4,532	1,248
Year 6	2025	31,292	9,469	2,797	4,750	4,661	1,283
Year 7	2026	31,909	9,656	2,877	4,880	4,791	1,318
Year 8	2027	32,526	9,843	2,956	5,010	4,920	1,353
Year 9	2028	33,144	10,029	3,035	5,140	5,049	1,388
Year 10	2029	33,756	10,215	3,115	5,270	5,179	1,423
Year 11	2030	34,373	10,401	3,194	5,400	5,308	1,458
Eleven-Year Increase		6,784	2,053	873	1,430	1,423	384
Projected Revenue =>		\$1,933,435	\$318,187	\$322,014	\$261,686	\$105,277	\$65,654

Transportation Impact Fee Analysis

- Transportation Impact Fee Revenue: **South of the Broad**
- Credit reduces revenue to be collected

Infrastructure Costs for Transportation Facilities

	County Cost	Growth Cost
Roadway Improvements	\$235,053,500	\$37,608,560
Total Expenditures	\$235,053,500	\$37,608,560

Projected Revenue =>	\$36,757,423
Total Expenditures =>	\$37,608,560
Non-Impact Fee Funding =>	\$851,137

Projected Development Impact Fee Revenue

		Single Family \$2,820 per unit	Multifamily \$1,529 per unit	Retail \$3,962 per KSF	Office/Service \$1,969 per KSF	Industrial \$794 per KSF	Institutional \$1,834 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2019	44,852	15,253	4,486	5,287	5,424	1,845
Year 1	2020	45,642	15,555	4,564	5,376	5,544	1,884
Year 2	2021	46,431	15,858	4,642	5,466	5,665	1,923
Year 3	2022	47,221	16,160	4,720	5,555	5,785	1,962
Year 4	2023	48,009	16,464	4,797	5,645	5,906	2,001
Year 5	2024	48,798	16,767	4,875	5,734	6,026	2,040
Year 6	2025	49,588	17,069	4,953	5,824	6,146	2,079
Year 7	2026	50,377	17,372	5,030	5,913	6,267	2,118
Year 8	2027	51,166	17,675	5,108	6,003	6,387	2,157
Year 9	2028	51,955	17,978	5,186	6,092	6,508	2,196
Year 10	2029	52,750	18,283	5,263	6,182	6,628	2,235
Year 11	2030	53,540	18,587	5,341	6,271	6,748	2,274
Eleven-Year Increase		8,688	3,334	854	985	1,324	428
Projected Revenue =>		\$24,498,803	\$5,097,504	\$3,385,184	\$1,938,954	\$1,051,475	\$785,502

Beaufort Impact Fee Summary

○ Preliminary Maximum Supportable Fees

North of the Broad

Development Type	Parks & Recreation	Library	EMS	Transportation	Fire [1]	Maximum Supportable Fee	Current Dev. Impact Fee Total	Increase/ (Decrease)
Residential Fee by Housing Size (square feet)								
1,000 or less	\$486	\$225	\$95	\$123	\$601	\$1,530	\$1,850	(\$320)
1,001 to 1,250	\$590	\$273	\$118	\$155	\$742	\$1,878	\$1,850	\$28
1,251 to 1,500	\$694	\$321	\$138	\$184	\$872	\$2,209	\$1,850	\$359
1,501 to 1,750	\$798	\$369	\$155	\$206	\$1,001	\$2,529	\$2,080	\$449
1,751 to 2,000	\$868	\$401	\$169	\$225	\$1,084	\$2,747	\$2,080	\$667
2,001 to 2,500	\$1,006	\$466	\$193	\$256	\$1,260	\$3,181	\$2,080	\$1,101
2,501 to 3,000	\$1,076	\$498	\$213	\$285	\$1,343	\$3,415	\$2,080	\$1,335
3,001 to 3,500	\$1,180	\$546	\$230	\$307	\$1,473	\$3,736	\$2,080	\$1,656
3,501 or 4,000	\$1,249	\$578	\$245	\$326	\$1,555	\$3,953	\$2,080	\$1,873
4,001 or more	\$1,319	\$610	\$258	\$342	\$1,649	\$4,178	\$2,080	\$2,098
Nonresidential (per 1,000 square feet)								
Retail	\$0	\$0	\$373	\$369	\$1,260	\$2,002	\$2,379	(\$376)
Office/Services	\$0	\$0	\$127	\$183	\$789	\$1,099	\$1,234	(\$134)
Industrial	\$0	\$0	\$51	\$74	\$401	\$526	\$553	(\$27)
Institutional	\$0	\$0	\$139	\$171	\$860	\$1,170	\$1,854	(\$684)

Note: the current fee listed is the average of the fees for the current service areas north of the Broad River. Some existing fees are based on housing type, so for comparison, a multifamily unit is assumed to be 1,500 square feet and less.

[1] The nonresidential Fire Development Impact Fee is based on fire hazard level. The complexity of fire safety is determined case by case, so for illustrative purposes the nonresidential fee listed is based on EDUs per 1,000 square feet.

Beaufort Impact Fee Summary

- Preliminary** Maximum Supportable Fees

South of the Broad

Development Type	Parks & Recreation	Library	EMS	Transportation	Fire [1]	Maximum Supportable Fee	Current Dev. Impact Fee Total	Increase/ (Decrease)
Residential Fee by Housing Size (square feet)								
1,000 or less	\$282	\$151	\$95	\$1,223	\$477	\$2,228	\$3,176	(\$948)
1,001 to 1,250	\$353	\$189	\$118	\$1,529	\$600	\$2,789	\$3,176	(\$387)
1,251 to 1,500	\$423	\$227	\$138	\$1,801	\$715	\$3,304	\$3,176	\$128
1,501 to 1,750	\$470	\$252	\$155	\$2,039	\$791	\$3,707	\$3,799	(\$92)
1,751 to 2,000	\$517	\$278	\$169	\$2,242	\$877	\$4,083	\$3,799	\$284
2,001 to 2,500	\$588	\$316	\$193	\$2,548	\$991	\$4,636	\$3,799	\$837
2,501 to 3,000	\$658	\$353	\$213	\$2,820	\$1,115	\$5,159	\$3,799	\$1,360
3,001 to 3,500	\$705	\$379	\$230	\$3,024	\$1,191	\$5,529	\$3,799	\$1,730
3,501 or 4,000	\$752	\$404	\$245	\$3,228	\$1,267	\$5,896	\$3,799	\$2,097
4,001 or more	\$776	\$417	\$258	\$3,398	\$1,315	\$6,164	\$3,799	\$2,365
Nonresidential (per 1,000 square feet)								
Retail	\$0	\$0	\$373	\$3,962	\$1,191	\$5,526	\$4,795	\$731
Office/Services	\$0	\$0	\$127	\$1,969	\$743	\$2,839	\$2,834	\$6
Industrial	\$0	\$0	\$51	\$794	\$372	\$1,217	\$837	\$380
Institutional	\$0	\$0	\$139	\$1,834	\$810	\$2,783	\$4,012	(\$1,228)

Note: the current fee listed is the average of the fees for the current service areas south of the Broad River. Some existing fees are based on housing type, so for comparison, a multifamily unit is assumed to be 1,500 square feet and less.

[1] The nonresidential Fire Development Impact Fee is based on fire hazard level. The complexity of fire safety is determined case by case, so for illustrative purposes the nonresidential fee listed is based on EDUs per 1,000 square feet.

Beaufort County Impact Fee Study

- Schools
- Parks & Recreation
- Libraries
- Public Safety: EMS
- Public Safety: Fire
- Solid Waste
- Transportation
- **Housing Affordability**

Affordable Housing Analysis

- North of the Broad
- Increase in impact fee results in a 0.1% increase in housing cost burden ratio for home ownership

Scenario 1 - Base Condition

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$4,243	\$1,149	27.1%
Renter-Occupied	\$2,713	\$1,086	40.0%

Scenario 2 - Base Condition + Impact Fee

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$4,243	\$1,154	27.2%
Renter-Occupied	\$2,713	\$1,085	40.0%

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S. Bureau of Labor Statistics CPI Calculator

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates dollars May, 2020.

Note: Monthly income represents 80 percent of the median income for the area.

Affordable Housing Analysis

- South of the Broad
- Increase in impact fee results in a 0.1% increase in housing cost burden ratio for home ownership

Scenario 1 - Base Condition

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$5,462	\$1,857	34.0%
Renter-Occupied	\$3,339	\$1,330	39.8%

Scenario 2 - Base Condition + Impact Fee

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$5,462	\$1,862	34.1%
Renter-Occupied	\$3,339	\$1,329	39.8%

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S. Bureau of Labor Statistics CPI Calculator

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates dollars May, 2020.

Note: Monthly income represents 80 percent of the median income for the area.

Comments/Questions

Affordable Housing Analysis

- **Shown with School Impact Fee**
- **North of the Broad**
- Increase in impact fee results in a 0.1% increase in housing cost burden ratio for home ownership

Scenario 1 - Base Condition

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$4,243	\$1,149	27.1%
Renter-Occupied	\$2,713	\$1,086	40.0%

Scenario 2 - Base Condition + Impact Fee

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$4,243	\$1,154	27.2%
Renter-Occupied	\$2,713	\$1,085	40.0%

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S. Bureau of Labor Statistics CPI Calculator

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates dollars May, 2020.

Note: Monthly income represents 80 percent of the median income for the area.

Affordable Housing Analysis

- **Shown with School Impact Fee**
- South of the Broad
- Increase in impact fee results in a 0.8% increase in housing cost burden ratio for home ownership

Scenario 1 - Base Condition

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$5,462	\$1,857	34.0%
Renter-Occupied	\$3,339	\$1,330	39.8%

Scenario 2 - Base Condition + Impact Fee

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$5,462	\$1,900	34.8%
Renter-Occupied	\$3,339	\$1,341	40.2%

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S. Bureau of Labor Statistics CPI Calculator

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates dollars May, 2020.

Note: Monthly income represents 80 percent of the median income for the area.

Beaufort Impact Fee Summary

- **Shown with School Impact Fee**
- **Preliminary** Maximum Supportable Fees

North of the Broad

Development Type	Parks & Recreation	Library	EMS	Solid Waste	Transportation	Fire [1]	School	Maximum Supportable Fee	Current Dev. Impact Fee Total	Increase/ (Decrease)
Residential Fee by Housing Size (square feet)										
1,000 or less	\$486	\$225	\$95	\$24	\$123	\$601	\$0	\$1,554	\$1,850	(\$296)
1,001 to 1,250	\$590	\$273	\$118	\$29	\$155	\$742	\$0	\$1,907	\$1,850	\$57
1,251 to 1,500	\$694	\$321	\$138	\$34	\$184	\$872	\$0	\$2,243	\$1,850	\$393
1,501 to 1,750	\$798	\$369	\$155	\$39	\$206	\$1,001	\$0	\$2,568	\$2,080	\$488
1,751 to 2,000	\$868	\$401	\$169	\$43	\$225	\$1,084	\$0	\$2,790	\$2,080	\$710
2,001 to 2,500	\$1,006	\$466	\$193	\$49	\$256	\$1,260	\$0	\$3,230	\$2,080	\$1,150
2,501 to 3,000	\$1,076	\$498	\$213	\$53	\$285	\$1,343	\$0	\$3,468	\$2,080	\$1,388
3,001 to 3,500	\$1,180	\$546	\$230	\$58	\$307	\$1,473	\$0	\$3,794	\$2,080	\$1,714
3,501 or 4,000	\$1,249	\$578	\$245	\$61	\$326	\$1,555	\$0	\$4,014	\$2,080	\$1,934
4,001 or more	\$1,319	\$610	\$258	\$65	\$342	\$1,649	\$0	\$4,243	\$2,080	\$2,163
Nonresidential (per 1,000 square feet)										
Retail	\$0	\$0	\$373	\$0	\$369	\$1,260	\$0	\$2,002	\$2,379	(\$376)
Office/Services	\$0	\$0	\$127	\$0	\$183	\$789	\$0	\$1,099	\$1,234	(\$134)
Industrial	\$0	\$0	\$51	\$0	\$74	\$401	\$0	\$526	\$553	(\$27)
Institutional	\$0	\$0	\$139	\$0	\$171	\$860	\$0	\$1,170	\$1,854	(\$684)

Note: the current fee listed is the average of the fees for the current service areas north of the Broad River. Some existing fees are based on housing type, so for comparison, a multifamily unit is assumed to be 1,500 square feet and less.

[1] The nonresidential Fire Development Impact Fee is based on fire hazard level. The complexity of fire safety is determined case by case, so for illustrative purposes the nonresidential fee listed is based on EDUs per 1,000 square feet.

Beaufort Impact Fee Summary

- **Shown with School Impact Fee**
- **Preliminary** Maximum Supportable Fees

South of the Broad

Development Type	Parks & Recreation	Library	EMS	Solid Waste	Transportation	Fire [1]	Schools	Maximum Supportable Fee	Current Dev. Impact Fee Total	Increase/ (Decrease)
Residential Fee by Housing Size (square feet)										
1,000 or less	\$282	\$151	\$95	\$79	\$1,223	\$477	\$4,508	\$6,815	\$3,176	\$3,639
1,001 to 1,250	\$353	\$189	\$118	\$99	\$1,529	\$600	\$4,508	\$7,396	\$3,176	\$4,220
1,251 to 1,500	\$423	\$227	\$138	\$119	\$1,801	\$715	\$4,508	\$7,931	\$3,176	\$4,755
1,501 to 1,750	\$470	\$252	\$155	\$132	\$2,039	\$791	\$9,535	\$13,374	\$3,799	\$9,575
1,751 to 2,000	\$517	\$278	\$169	\$145	\$2,242	\$877	\$9,535	\$13,763	\$3,799	\$9,964
2,001 to 2,500	\$588	\$316	\$193	\$165	\$2,548	\$991	\$9,535	\$14,336	\$3,799	\$10,537
2,501 to 3,000	\$658	\$353	\$213	\$185	\$2,820	\$1,115	\$9,535	\$14,879	\$3,799	\$11,080
3,001 to 3,500	\$705	\$379	\$230	\$198	\$3,024	\$1,191	\$9,535	\$15,262	\$3,799	\$11,463
3,501 or 4,000	\$752	\$404	\$245	\$211	\$3,228	\$1,267	\$9,535	\$15,642	\$3,799	\$11,843
4,001 or more	\$776	\$417	\$258	\$218	\$3,398	\$1,315	\$9,535	\$15,917	\$3,799	\$12,118
Nonresidential (per 1,000 square feet)										
Retail	\$0	\$0	\$373	\$0	\$3,962	\$1,191	\$0	\$5,526	\$4,795	\$731
Office/Services	\$0	\$0	\$127	\$0	\$1,969	\$743	\$0	\$2,839	\$2,834	\$6
Industrial	\$0	\$0	\$51	\$0	\$794	\$372	\$0	\$1,217	\$837	\$380
Institutional	\$0	\$0	\$139	\$0	\$1,834	\$810	\$0	\$2,783	\$4,012	(\$1,228)

Note: the current fee listed is the average of the fees for the current service areas south of the Broad River. Some existing fees are based on housing type, so for comparison, a multifamily unit is assumed to be 1,500 square feet and less.

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Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Adopting the Town of Yemassee 2021
Town Council Meeting Schedule

Department: Administration

Attachments:

___ Ordinance X Resolution ___ Motion

X Support Documents _____ Other

Summary: State law requires municipalities to provide a schedule of public meetings each year. Attached is the schedule for Town Council Meetings for 2021

Recommended Action: Approve Resolution 20-16, approving the meeting schedule for 2021

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 20-16

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA TOWN COUNCIL APPROVING A PUBLIC MEETING SCHEDULE FOR 2021.

WHEREAS, each year, political subdivisions are required by law to post advanced notice of their anticipated meeting schedule as to allow members of the public time to plan to attend.

WHEREAS, the Town of Yemassee has developed a list hosting a monthly Town Council Meeting the 2nd Tuesday of every month except for July, which has been adjusted to adopt an Annual Budget.

WHEREAS, the Town of Yemassee has twelve regularly scheduled meetings but may, at the discretion of the Mayor, cancel or schedule additional meetings with proper notice.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, South Carolina, that

1. The Town of Yemassee hereby adopts the attached Town Council Schedule for 2021, understanding that the dates may change with proper notice.
2. The Town of Yemassee shall send a certified copy of the adopted schedule to Eric Greenway, Interim Beaufort County Administrator.
3. The Town of Yemassee shall send a certified copy of the adopted schedule to Rose Dobson-Elliott, Hampton County Administrator.
4. The Town of Yemassee shall send a certified copy of the adopted schedule to Brian Burgess, General Manager of the Lowcountry Regional Water System.

ADOPTED, THIS 8th DAY OF December 2020.

Colin Moore
Mayor

ATTEST:

Matthew E Garnes
Town Clerk

(seal)

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

2021 Yemassee Town Council Meeting Dates

Meetings will generally be held on the second Tuesday of the month at 6:30PM., subject to change with notice. Other meetings such as workshops, public hearings or special meetings may be called as needed with proper notice.

2021 Meeting Dates
January 12, 2021 – 6:45PM (CDBG Public Hearing at 6:30PM)
February 9, 2021 – 6:30PM
March 9, 2021 – 6:30PM
April 13, 2021 – 6:30PM
May 11, 2021 – 6:30PM
June 8, 2021 – 6:30PM
June 25, 2021 – Budget Workshop - 10:00AM
June 25, 2021 – Special Town Council Meeting – 11:00AM
July 9, 2021 – Special Town Council Meeting (Public Hearing) Time TBD
August 10, 2021 – 6:30PM
September 14, 2021 – 6:30PM
October 12, 2021 – 6:30PM
November 9, 2021 – 6:30PM
December 14, 2021 – 6:30PM

**Meeting postponed one week due to Presidential Primary