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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL WORKSESSION AGENDA
March 28, 2023

STATEMENT OF MEDIA NOTIFICATION

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

WORKSESSION - City Hall, Planning Conference Room, 1st Floor - 5:00 PM

Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC

I. CALL TO ORDER

A. Stephen D. Murray III, Mayor

II. PRESENTATION

A. City of Beaufort Website Redesign

III. DISCUSSION ITEMS

A. Impact Fee Ordinance update and discussion of next steps

IV. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Boards and Commissions
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice - regarding litigation
- C. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the proposed sale or purchase of property

V. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 3/16/2023
FROM: Kathleen Williams, Communications and Marketing Director
AGENDA ITEM
TITLE: City of Beaufort Website Redesign
MEETING
DATE: 3/28/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Discussion

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 3/22/2023
FROM: Scott Marshall, City Manager
AGENDA ITEM TITLE: Impact Fee Ordinance update and discussion of next steps
MEETING DATE: 3/28/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

First reading was held on November 15, 2022.

PLACED ON AGENDA FOR: *Discussion*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	3/22/2023
Impact Fee Schedule 9-2022	Backup Material	3/22/2023
Intergovernmental Agreement 9-1-22	Backup Material	3/22/2023

ORDINANCE

An Ordinance approving and authorizing the negotiation and execution by the City Manager of Intergovernmental Agreements with Beaufort County for the imposition and collection of Impact Fees for Parks & Recreation, Transportation and Library Services

WHEREAS, Beaufort County, South Carolina (the “County”) is a political subdivision of the State with the authorization to implement development impact fees under “South Carolina Development Impact Fee Act,” which is codified at S.C. Code §§ 6-1-910 et seq. (hereinafter the “Act”); and,

WHEREAS, the County previously enacted its “Development Impact Fee Procedures,” which are codified at Chapter 82, Article II of the County’s code of ordinances, and the County is contemplating certain changes thereto; and,

WHEREAS, as part of those changes, the City and County have been discussing the reauthorization for development impact fees related to Parks and Recreation, Transportation, and Library Facilities (collectively, the “Services”); and,

WHEREAS, to ensure proper collection of the impact fees related to all of the Services, the County and the City are contemplating the execution and delivery of various intergovernmental agreements (the “IGA Agreements”) through which the City will collect the impact fees related to each of the Services and remit them to the County to implement the impact fee program related to the Services; and,

WHEREAS, the City desires to execute the IGA Agreements with the County to establish the parties intentions with respect to the collection, distribution and expenditure of the impact fee funds for the Services; and,

WHEREAS, City Council finds that the IGA Agreement for Parks & Recreational Impact Fees attached hereto as Exhibit A expresses the terms and conditions acceptable to the City for collection, distribution and expenditure of impact fee funds imposed for that purpose; and,

WHEREAS, City Council finds that IGA Agreements for Transportation and Library Facility Services Impact Fees, with the same or similar terms and conditions to that set forth in Exhibit A expresses the City’s intentions with respect to the collection, distribution and expenditure of fees imposed for those purposes; and,

WHEREAS, City Council finds and determines that the IGA Agreement for Parks & Recreation Services attached as Exhibit A, and IGA Agreements containing the same or similar terms and conditions for Transportation and Library Facility Services, as negotiated by the City Manager, shall be in the best interest of the public, the parties, and the payors of the impact fees for those purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of Beaufort, South Carolina, in council duly assembled, and by the authority of the same, that the IGA Agreement attached as Exhibit A for Parks & Recreational Services is approved, and that the City Manager shall be empowered and authorized to execute the same, and to negotiate modifications thereto which are in the best interest of the City. Further, the City Manager shall be authorized and empowered to negotiate and to execute IGA agreements for Transportation and Library Services with the same or similar terms and conditions as contained in Exhibit A.

AND IT IS SO ORDAINED IN COUNCIL ASSEMBLED, this ___ day of ____, 2022.

STEPHEN D. MURRAY III, MAYOR

Attest: _____
TRACI GULDNER, CITY CLERK

First Reading _____

Second Reading and adoption _____

Approved in Form: William B. Harvey, III

TABLE 82-115: LIBRARY DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA		
Housing Unit Size	North Beaufort County Library Service Area Impact Fee	Current Impact Fee
1,000 sf or less	\$225	\$0
1,001 to 1,250 sf	\$273	\$0
1,251 to 1,500 sf	\$321	\$0
1,501 to 1,750 sf	\$369	\$0
1,751 to 2,000 sf	\$401	\$0
2,001 to 2,500 sf	\$466	\$0
2,501 to 3,000 sf	\$498	\$0
3,001 to 3,500 sf	\$546	\$0
3,501 to 4,000 sf	\$578	\$0
4,001 to more sf	\$610	\$0

TABLE 82-55: PARKS AND RECREATION DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA		
Housing Unit Size	North Beaufort County Parks and Recreation Service Area Impact Fee	Current Impact Fee
1,000 sf or less	\$486	\$81
1,001 to 1,250 sf	\$590	\$81
1,251 to 1,500 sf	\$694	\$81
1,501 to 1,750 sf	\$798	\$81
1,751 to 2,000 sf	\$868	\$81
2,001 to 2,500 sf	\$1,006	\$81
2,501 to 3,000 sf	\$1,076	\$81
3,001 to 3,500 sf	\$1,180	\$81
3,501 to 4,000 sf	\$1,249	\$81
4,001 to more sf	\$1,319	\$81

ROAD/ TRANSPORTATION FEE – Priority 1 & 2		
Transportation Description	Proposed Fee	Current Impact Fee
1,000 sf or less	\$1,565	\$544
1,001 to 1,250 sf	\$1,966	\$544
1,251 to 1,500 sf	\$2,327	\$544
1,501 to 1,750 sf	\$2,608	\$775

Cumulative Developmental Impact Fee Analysis: City of Beaufort 9/19/2022

1,751 to 2,000 sf	\$2,849	\$775
2,001 to 2,500 sf	\$3,249	\$775
2,501 to 3,000 sf	\$3,611	\$775
3,001 to 3,500 sf	\$3,892	\$775
3,501 to 4,000 sf	\$4,132	\$775
4,001 to more sf	\$4,333	\$775

Cumulative Impact Fee Analysis - City of Beaufort

9.19.2022 Single Family Residence Cumulative Analysis		2501-3000 square foot house	
		Current	9.22.2022 Proposal
County Fee's			
Library		\$0.00	\$ 498.00
Parks and Rec		\$ 81.00	\$ 1,076.00
Transportation		\$ 775.00	\$ 3,611.00
Municipal Fee's			
COB Fire Impact fee per residential dwelling		305.43	305.43
Total		\$1,161.43	\$5,490.43

*Commercial project Fee's are a more complex calculation but will only be collected for Transportation and Fire fee. They vary based on use.

Cumulative Developmental Impact Fee Analysis: City of Beaufort 9/19/2022

Current Parks and Rec Capital plan: To be included in the IGA as an attachment.

Facility	Acres	Land Cost	Improvement Cost	Total Cost
Regional Parks				
Barton Wells Park	368.00	\$ 5,152,000	\$ 4,687,900	\$ 9,839,900
Henry Chamber Waterfront Park		\$ -	\$ 2,850,000	\$ 2,850,000
Spanish Moss Trail - Depot Road Extension to Downtown COB		\$ 1,000,000	\$ 3,000,000	\$ 4,000,000
Spanish Moss Trail - Extension to Downtown Port Royal		\$ -	\$ 7,000,000	\$ 7,000,000
County Water Park	20.00	\$ 5,000,000	\$ 20,000,000	\$ 25,000,000
			Sub-Total =	\$ 48,689,900
Community Park				
Basil Green	4.74	\$ 66,360	\$ 4,000,000	\$ 4,066,360
Coursen-Tate Park	17.63	\$ 246,820	\$ 800,000	\$ 1,046,820
Hamptons Lake Property Future Park	53.43	\$ 748,020	\$ -	\$ 748,020
St. Helena/Wesley Felix	14.00	\$ 196,000	\$ 150,000	\$ 346,000
Port Royal Skateboard Park		\$ -	\$ 1,000,000	\$ 1,000,000
			Sub-Total =	\$ 7,207,200
Neighborhood Park				
Agnes A. Major	4.16	\$ 58,240	\$ 550,000	\$ 608,240
Bob Jones Field	3.90	\$ 54,600	\$ 50,000	\$ 104,600
Booker T. Washington		\$ -	\$ 220,000	\$ 220,000
Broomfield Ballfield	2.00	\$ 28,000	\$ 220,000	\$ 248,000
Bruce Edgerly (Baseball Field)	2.98	\$ 41,720	\$ 400,000	\$ 441,720
Dale Center		\$ -	\$ 340,000	\$ 340,000
Gloria Potts/ Seaside	4.20	\$ 58,800	\$ 170,000	\$ 228,800
Metz Field (Baseball Field)	3.00	\$ 42,000	\$ 220,000	\$ 262,000
Shell Point Park	14.84	\$ 207,760	\$ 180,000	\$ 387,760
Southside Park	4.05	\$ 56,700	\$ 1,550,000	\$ 1,606,700
Washington Street Park		\$ -	\$ 450,000	\$ 450,000
Pigeon Point Park		\$ -	\$ 425,000	\$ 425,000
6 Splash Pads	12.00	\$ 2,400,000	\$ 4,500,000	\$ 6,900,000
			Sub-Total =	\$ 12,222,800
Recreational Facility				
Battery Creek Pool		\$ -	\$ 750,000	\$ 750,000
Beaufort Pool		\$ -	\$ 750,000	\$ 750,000
Beaufort Tennis	3.00	\$ 42,000	\$ 140,000	\$ 182,000
Charles Lind Brown	1.63	\$ 22,820	\$ 2,860,000	\$ 2,882,820
Port Royal Center	1.08	\$ 15,120	\$ 25,000	\$ 40,120
Pickleball Complex (1 @ \$1.74M ea)		\$ -	\$ 1,740,000	\$ 1,740,000
			Sub-Total =	\$ 6,344,940

Cumulative Developmental Impact Fee Analysis: City of Beaufort 9/19/2022

Current Transportation Capital plan: To be included in the IGA as an attachment.

Priority	Project	Description	Total Cost	Offset from other fund	County Contrib
1	Lady's Island Access Roads - Hazel Farm Rd/Guy Dr, Sunset Blvd/Miller Dr W, BHS, LIMS, Meadowbrook Dr	New Roads, Streetscapes	\$29,400,000	\$17,311,184	\$12,088,816
1	US 21/SC 802 Corridor Improvements	Streetscape	\$41,300,000	\$10,775,745	\$30,524,255
1	US 21/SC 281 Intersection Improvement (Lady's Island Drive/Ribaut Road)	Intersection Improvements	\$10,000,000	\$0	\$10,000,000
1	Calhoun Street (Rodgers St to Pigeon Point Rd)	Streetscape	\$3,000,000	\$750,000	\$2,250,000
1	Ribaut Road Improvements (Boundary Street to Parris Island Bridge)	Access Management	\$140,000,000	\$105,000,000	\$35,000,000
1	Broad River Bridge Intersection		\$5,000,000		\$2,500,000
1	US 21 (Lady's Island Drive) & Meridian Drive/Islands Causeway Intersection Improvements	Intersection Improvements	\$15,000,000	\$0	\$7,500,000
2	Spine Road-Port Royal Port	New Road	\$8,000,000	\$0	\$2,000,000
2	Boundary Street Connectivity (Polk St. Parallel Road)	New Road	\$8,000,000	\$3,000,000	\$5,000,000
2	US 21 Bus (Carteret St & Boundary St) Upgrades (Ribaut Rd to Woods Memorial Bridge)	Access Mgmt, Streetscape, Road Diet	\$22,500,000	\$11,250,000	\$11,250,000
2	US 21 (Lady's Island Drive) Improvements (Lady's Island Bridge to US 21/Sea Island Parkway)	Access Management	\$10,000,000	\$0	\$5,000,000
2	SC 170/US 21 Intersection Improvement	Intersection Improvements	\$5,000,000	\$0	\$2,500,000
2	US 21/SC 128 Intersection Improvement (Parris Island Gateway/Savannah Hwy)	Intersection Improvements	\$5,000,000	\$0	\$2,500,000
2	US 21/US 21 Bus. Trask Parkway/Parris Island Gateway	Intersection Improvements	\$5,000,000	\$0	\$2,500,000
2	SC 170 Robert Smalls Parkway (Boundary Street to Broad River Bridge)	Access Management	\$50,000,000	\$25,000,000	\$25,000,000
2	Joe Frazier Road Connection to SC 170	New Road	\$6,000,000	\$0	\$5,100,000
2	SC 802 (Sam's Point Rd) Improvements (roundabout to Springfield Rd)	3-lane widening with shared-use path	\$25,000,000	\$0	\$6,250,000

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY AND THE CITY OF BEAUFORT**

Development Impact Fee for Parks & Recreation/Library/Transportation

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ , by and between BEAUFORT COUNTY, SOUTH CAROLINA (“County”), a political subdivision of the State of South Carolina, and the CITY OF BEAUFORT, SOUTH CAROLINA (“City”), a South Carolina municipal corporation, for the purpose of collecting certain development impact fees.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, codified at 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 Parks & Recreation/Library/Transportation, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County directed the preparation of a technical support study entitled the “Capital Improvement Plan and Development Impact Fee Study, prepared by Tischler Bise, dated July 18, 2020 (collectively, with all addendums, attachments and exhibits thereto, the “Study”), a copy of which has been reviewed and accepted by the parties and is expressly incorporated herein by reference and made an integral part hereof; and

WHEREAS, the Study demonstrates that as a result of projected land uses, densities, intensities, and population growth estimates over the next 10 years within North/Countywide/City of Beaufort (the “Service Area”), there will be a need for parks & recreation facilities, library facilities, transportation improvements (the “Facilities”) to support such projected new growth and development within the Service Area and to maintain reasonable level of service standards; and

WHEREAS, the Study establishes a reasonable level of service standard, land use assumptions, methodologies, affordable housing metrics, service units, system improvement costs, and formulas for determining the impacts of new residential development in the Service Area, and delineates the maximum amount of fees related to the Facilities to be imposed thereon; and

WHEREAS, pursuant to the Study, which includes a capital improvements plan (the “Capital Improvements Plan”), and prioritized list of Facilities have been identified, copies of which are attached hereto as Exhibit A; and

WHEREAS, in accordance with the Act, the Beaufort County Planning Commission recommended the acceptance of the Study, including the Capital Improvements Plan and impact fees by service unit, and prepared a draft impact fee ordinance for consideration by the Beaufort County Council, as the governing body of the County (the “County Council”); and

WHEREAS, in accordance with the Act, the County Council enacted the proposed ordinance (Ordinance 2022/___ dated _____, 2022) (the “2022 Ordinance”), the provisions of which authorized the imposition of development impact fees related to the Facilities (with respect to Parks & Recreation, the “Parks & Recreation Development Impact Fee”, with respect to Libraries, the Library Development

Impact Fee”, and with respect to Transportation, the “Road Development Impact Fee” and collectively, “Development Impact Fees”); and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, which is now codified at Section 82-21 et seq. of the County’s code of ordinances (the “Procedures Ordinance”); and

WHEREAS, under the Ordinance and the Procedures Ordinance, the County desires and intends to uniformly impose and collect the Development Impact Fees within the City and the Service Area for the benefit of the County and the City; and

WHEREAS, the parties agree that this Agreement is authorized by and delivered in accordance with S.C. Code Ann. §§ 6-1-20, 4-9-40, and 4-9-41 and this Agreement shall serve as the City’s written consent to the County’s imposition and collection of such Development Impact Fee within the corporate limits of the City; and

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

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

SECTION 1. Title; Recitals.

(1) Title

This Intergovernmental Agreement Between Beaufort County and the City of Beaufort - Development Impact Fee for Parks & Recreation/Library/Transportation shall be referred to as the “Agreement” and references to “the Agreement” in the Recitals above shall mean this Agreement.

(2) Recitals

The parties ratify and confirm the recitals set forth above, and determine that the above recitals, as well as any exhibits or attachments to this Agreement, are hereby incorporated herein and made an essential part hereof.

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

(1) The Parks & Recreation Development Impact Fee and the Library Development Impact Fee shall be imposed and collected on all new residential development within the Service Area, including new development within the City in the same manner as the Parks & Recreation Development Impact Fee and the Library Development Impact Fee is collected within the Service Area, whether incorporated or unincorporated; and

(2) The Road Development Impact Fee shall be imposed and collected on all new residential and commercial development within the Service Area, including new development within the City in the same manner as the Road Development Impact Fee is collected within the Service Area, whether incorporated or unincorporated; and

(3) If the County fails to expend any Development Impact Fees received from the City (on a “first-in, first out” basis) within the time limits provided under the Act and the Impact Fee Ordinance, as further detailed in the Study, all such unspent fees previously received from the City shall be returned to the City so they can be refunded to the appropriate owner of record (the “Owner of Record”); and

(4) The provisions of Ordinance and Procedures Ordinance, as in effect as of the date of this Agreement, are fully incorporated herein. Any amendments or modifications to the Ordinance or the Procedures Ordinance occurring after the execution and delivery of this Agreement shall be inapplicable within the City during the term of this Agreement unless otherwise agreed in writing through a supplement to this Agreement.

(5) A significant and proportional share (not less than 33%) of the Road Development Impact Fees collected within the corporate limits of the City will be allocated, appropriated and funded toward qualifying road projects located within the City’s corporate limits.

SECTION 3. References to County Ordinances

This Agreement is in furtherance of the implementation of the Ordinance and the Procedures Ordinance. Any amendments to these aforementioned ordinances or to the Capital Improvement Plan shall not impact, affect or operate as an amendment or modification of the terms of this Agreement absent the express written agreement of the City. Notwithstanding the foregoing and as contemplated by the Act and the Study, the parties agree that the amount of the Development Impact Fee may be adjusted annually (on July 1st of each year of this Agreement) to reflect the effects of inflation on the system improvement costs using the Construction Cost Index calculated by the Engineering News Record (ENR) for the most recent month for which such figures are available.

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 earlier terminated in accordance with this Agreement. If not terminated prior to or at the end of the 10-year period, it shall continue in effect on a year-to-year basis. Upon termination of the Development Impact Fee, this Agreement shall automatically terminate.

(2) Termination of Agreement

(a) This Agreement shall automatically terminate upon the repeal of the Ordinance by the County Council or the invalidation of the Ordinance by a court of competent jurisdiction, save and except the provisions of Section 2(5) of this Agreement regarding the refund of any collected Development Impact Fees to the appropriate Owner of Record.

(b) The Agreement may be terminated prior to the expiration of the 10-year period set forth in Section 4(1) above by written notice of either party hereto within 180 days of the end of the initial term of this Agreement or any subsequent annual renewal under Section 4(1).

(c) The Agreement may be terminated by either party in the event of a material breach of the terms of this Agreement; provided, however, that the defaulting party shall have the opportunity to cure any such default within ninety (90) calendar days after the non-defaulting party provides written

notice of default to the defaulting party and the defaulting party is provided an opportunity to be heard at one public hearing to be held by the governing body of the non-defaulting party upon not less than 10 days public notice, as submitted to a newspaper of general circulation in the County and directly to the defaulting party. If such default is not cured (or substantial efforts are not undertaken to cure) within the ninety (90) day period, the non-defaulting Party shall have the right to immediately terminate this 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.

SECTION 6. Responsibilities of the City

- (1) The amount of the Parks & Recreation Development Impact Fee and the Library Development Impact Fee shall be based upon the fee in effect at the time that each residential building permit is issued, as recommended in the Study and established by Impact Fee Ordinance. The amount of the Road Development Impact Fee and shall be based upon the fee in effect at the time that each residential or commercial building permit is issued, as recommended in the Study and established by Impact Fee Ordinance.
- (2) Subject to Sections 5 and 6(1), the City shall be responsible for the calculation and collection of all Parks & Recreation Development Impact Fees and the Library Development Impact Fees within its corporate limits from all new residential development. Additionally, the City shall be responsible for the calculation and collection of all Road Development Impact Fees within its corporate limits from all new residential development.
- (3) No building permit for new residential or commercial development shall be issued until all applicable Development Impact Fees are paid in full by the applicant, unless the applicant has properly asserted one or more "Developer Rights" as such term is defined and described in the Impact Fee Ordinance.
- (4) The City shall forward any request made for an exemption, waiver or credit against the Development Impact Fees to the County for consideration under Section 7 below. Once a final decision is made by the County, the City shall then collect or exempt, waive or apply a credit for the applicable Development Impact Fee or Fees based on the direction of the County Council. Pending a determination for any exemption, waiver or credit, any applicable building permits shall be withheld pending such determination.
- (5) The City, acting as a fiduciary of such collections, will initially remit the Development Impact Fees into a segregated, interest bearing fund held by the City. The Development Impact Fees shall either be (i) segregated into separate accounts as necessary to maintain the proper balances attributable to the collected Parks & Recreation Development Fees, Library Development impact Fees and Road Development Impact Fees, or (ii) maintained in a combined account, but maintained under proper record keeping and accounting controls as necessary to distinguish the sums attributable to the collection of Parks & Recreation Development Fees, Library Development impact Fees and Road Development Impact Fees, as applicable.

- (6) The City, at regular intervals as may be requested by the County in writing, but in no event less than once per year, will transfer the balance of the Development Impact Fees, without any allowance for administrative costs, to the County for improvements to the Facilities as described in the Study and authorized by the Act and the Impact Fee Ordinance. Upon receipt, the County deposit all such Development Impact Fees into fund or account for such fees (based upon the accounting records provided by the City) and be combined with Development Impacts Fees collected by the County or collected by other municipal participants, as applicable.
- (7) Annually or, if deemed advisable, more frequently, the City and the County shall prepare an annual report in accordance with the impact fee procedures in Section 82-30 of the Impact Fee Ordinance.
- (8) The City shall be responsible for applying the provisions of this Agreement and the collection of Development Impact Fees hereunder to any properties that are annexed into the City limits.

SECTION 7. Responsibilities of the County

- (1) All Development Impact Fee funds received by the County from the City for the Facilities shall be deposited into a segregated interest-bearing account and subject to appropriate accounting controls and required reporting requirements under the Act as necessary to distinguish the various types of Development Impact Fees. Such funds shall be restricted in their appropriation and used in accordance with the Ordinance, the Capital Improvements Plan, the Procedures Ordinance, the Act, and this Agreement. 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 Development Impact Fee funds under the Act.
- (2) On an annual basis and no later than May 1st of each year, representatives of the County shall meet with representatives of the City, as well as other representatives from the Service Area, to discuss projects and prioritize expenditures under the Capital Improvement Plan and the priority lists for the Facilities attached hereto as Exhibit A for the upcoming fiscal year. Consistent with the provisions above, the parties and the other representatives of the Service Area shall ensure that an appropriate amount of the Development Impact Fees are being applied toward Facilities located within the incorporated limits of the City and the other participating entities, as applicable.
- (3) Within 180 days after the end of each prior fiscal year, the County shall prepare an annual report in accordance with the Act and the Procedures Ordinance and immediately provide the same to the City upon completion.
- (4) All Development Impact Fee funds returned to the City from the County due to the County's failure to timely expend the fees (on a "first-in, first-out" basis) within the time limits established by the Act, the Study (as approved by the Impact Fee Ordinance) and the Impact Fee Ordinance shall be returned to the City and refunded by the City to the Owner of Record.
- (5) Other than inflationary adjustments to the Development Impact Fee under the Ordinance and absent the mutual written agreement of both the City and the County, any amendments, changes, modifications, or revisions to the Capital Improvement Plan or the amount of the Development Impact Fee shall not be applicable within the City during the pendency of this Agreement.

(6) Upon receipt of a request for an exemption, waiver or credit of the Development Impact Fees from the City, the County shall within 5 business days forward the request to the County Council for approval or denial. County Council shall act on such request within 60 days. If approved, the County shall notify the Town of the extent of the waiver, exemption or credit granted. If a full waiver, exemption or credit is granted, no Development Impact Fees are due. If a partial waiver, exemption or credit is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the Development Impact Fees shall be paid in full prior to the issuance of any building permits. If the County Council fails to act within the 60 day time limit above, and an extension is not otherwise requested by the County and approved by the City, the request for waiver, exemption or credit shall be denied.

(7) The County acknowledges its intention to conform to the procedures regarding affordable housing units in Section 82-33(b)(3) of the Procedures Ordinance and the County expressly manifests its intent to continue funding the Beaufort County Affordable Housing Fund under Section 82-33(b)(5) during the entire term of this Agreement; and

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, expressly including the Act.

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 City ordinances, and, absent a written amendment to this Agreement or a separate agreement between the City and the County, any amendments to the Ordinance or the Procedures Ordinance during the pendency of this Agreement shall not be applicable within the incorporated limits of the City. However, to the extent of any conflict between this Agreement and the Act, the Act shall be controlling in all cases.

SECTION 10. Cooperation Between and Among the Parties

The County and City 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 Development Impact Fees for new development within the City shall begin on the first of the month following a 60 day public notice of the date this Agreement is fully executed.

APPROVED this _____ day of _____, 20_____

BEAUFORT COUNTY

By: _____

Joseph F. Passiment, Chairman
Beaufort County Council

ATTEST:

Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

CITY OF BEAUFORT

By: _____

Stephen Murray, Mayor

ATTEST:

Traci Guldner, City Clerk

Revisions of Beaufort/Port Royal – 9.1.22

Exhibit A

Priority Lists Related to the Facilities

BEAUFORT COUNTY

PLANNING DEPARTMENT

1000 W. BAY STREET

STATE

PORT ROYAL

2000 W. BAY STREET

PORT ROYAL

PORT ROYAL

PORT ROYAL

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