



Public Facilities Committee Beaufort County, SC

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

**** IMMEDIATELY FOLLOWING FINANCE COMMITTEE. NO EARLIER THAN 3 PM. ****

**Tuesday, February 22, 2022
3:00 PM**

AGENDA

COMMITTEE MEMBERS:

**STU RODMAN, CHAIRMAN
CHRIS HERVOCHON,
MARK LAWSON**

**YORK GLOVER, VICE CHAIRMAN
BRIAN FLEWELLING,**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - JANUARY 18, 2022
6. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minute) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**
7. ASSISTANT COUNTY ADMINISTRATOR REPORT

AGENDA ITEMS

- [8.](#) HILTON HEAD ISLAND AIRPORT – RECOMMENDATION OF APPROVAL TO APPLY FOR US DEPARTMENT OF TRANSPORTATION SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM (SCASDP) GRANT - *FISCAL IMPACT: \$25,000 AIRPORT PLEDGE (IF NEEDED AND LIKELY SPLIT OVER 2 YEARS); TOTAL GRANT AMOUNT: \$500,000. THE FUNDS WILL COME FROM THE AIRPORT'S MARKETING BUDGET, LINE-ITEM 51000*
9. HILTON HEAD ISLAND AIRPORT – WORK AUTHORIZATION 2119-1803, AMENDMENT 2 (*FISCAL IMPACT: NOT TO EXCEED \$200,000; BUDGET ITEM 51160; ONLY \$20,000 PLANNED FOR CURRENT FY; LINE-ITEM BALANCE: \$227,000*)

- [10.](#) RECOMMENDATION TO AWARD IFB #011322E YEAR 5 RESURFACING TO APAC-ATLANTIC, INC.- *FISCAL IMPACT: APAC ATLANTIC, INC TOTAL OF \$2,220,051 WITH A 10% CONTINGENCY OF \$220,000 FOR FDP ALLOWANCE OF \$50,000 FOR GOETHE ROAD REPAIR/RESURFACING FOR A TOTAL PROJECT COST OF \$2,492,052*
- [11.](#) RECOMMENDATION TO AWARD RFQ#083121E BURNT CHURCH ROAD IMPROVEMENTS DESIGN AND ENGINEERING SERVICES TO PARRISH AND PARTNERS, LLC - *FISCAL IMPACT OF \$1,411,333.91. THE CONTRACT WILL BE FUNDED FROM BLUFFTON ROAD IMPACT FEES ACCOUNT 23020011-51160 WITH A BALANCE OF \$4,075,828.14.*
- [12.](#) DISCUSSION TO ALLOCATE 2018 ONE CENT SALES TAX ADDITIONAL REVENUE TO THE SIDEWALKS AND MULTI-USE PATHWAYS PROGRAM. *FISCAL IMPACT: ADDITIONAL REVENUE AMOUNT TO BE DETERMINED IN A FORTHCOMING REPORT FROM SCDOR.*
- [13.](#) WESTON AND SAMPSON SUSTAINABILITY CAMPUS SITING STUDY
- [14.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT AMERICAN RESCUE PLAN ACT 2021 (ARPA) GRANT FUNDS FOR HILTON HEAD ISLAND AIRPORT - *FISCAL IMPACT: INCOMING GRANT FUNDS - \$1,995,069.*
- [15.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT AMERICAN RESCUE PLAN ACT 2021 (ARPA) GRANT FUNDS FOR BEAUFORT EXECUTIVE AIRPORT (ARW) - *FISCAL IMPACT: INCOMING GRANT FUNDS - \$32,000*
- [16.](#) RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT 2022 PALMETTO PRIDE LITTER PREVENTION GRANT AWARD
- [17.](#) RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT 2022 PALMETTO PRIDE KEEP SC BEAUTIFUL AFFILIATE SUPPORT GRANT AWARD
- [18.](#) RECOMMEND APPROVAL TO APPLY TO THE SC DHEC FY23 GRANTS: SOLID WASTE (GENERAL RECYCLING AND ORGANICS RECOVERY), USED OIL, AND WASTE TIRE
- [19.](#) SOLID WASTE AND RECYCLING COMPOST CAMPAIGN SPRING 2022
- [20.](#) RECOMMEND APPROVAL OF A RESOLUTION FOR EMINENT DOMAIN FOR A PORTION OF PARCELS R600 039 000 130A AND R600 039 000 1704 TO INSTALL THE 2018 ONE-CENT SALES TAX PROJECT BLUFFTON PARKWAY PATHWAY EXTENSION.
21. RECOMMEND APPROVAL OF THE APPOINTMENT OF PAUL MANNING TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR A FIRST TERM WITH AN EXPIRATION DATE OF 2026
22. RECOMMEND APPROVAL OF THE REAPPOINTMENT OF BARBARA CHILDS TO THE LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR A THIRD TERM WITH AN EXPIRATION DATE OF 2026
23. RECOMMEND APPOINTMENT OF BRENDA MCFEE TO THE BEAUFORT COUNTY KEEP BEAUFORT COUNTY BEAUTIFUL BOARD FOR A FIRST TERM WITH AN EXPIRATION DATE OF 2026
- [24.](#) CHAIRMAN'S WRAP UP
25. ADJOURNMENT

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

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



Public Facilities Committee Beaufort County, SC

This meeting was held both in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

Tuesday, January 18, 2022
3:00 PM

MINUTES

1. **CALL TO ORDER**

Chairman Rodman called the meeting to order at 3:00 PM

2. **PLEDGE OF ALLEGIANCE**

Chairman Rodman led the Pledge of Allegiance

3. **FOIA**

Chairman Rodman stated public notice of this meeting had been published, posted, and distributed in compliance with the SC FOIA Act.

4. **APPROVAL OF AGENDA**

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Howard to approve the agenda.

The Vote -The motion was approved without objection.

5. **APPROVAL OF MINUTES - NOVEMBER 15, 2021**

Motion: It was moved by Council Member Lawson, seconded by Committee Vice-Chair Glover to approve November 15, 2021 minutes.

The Vote -The motion was approved without objection.

6. **CITIZEN COMMENTS**

Arnold Brown commented on the Pathways Project Dr. Martin Luther King Jr. Drive sidewalk and how he believes there wasn't any information or misinformation about the sidewalk project given to the citizens that live around Martin Luther King.

7. **ASSISTANT COUNTY ADMINISTRATOR REPORT**

Discussion: Jared Fralix provided an update 5- year Resurfacing Plan.

Status: For Informational Purposes Only

To see the Assistant County Administrators, Report, click the link below.

<https://beaufortcountysc.new.swagit.com/videos/154056>

8. **AIRPORTS UPDATE**

Discussion: Jared Fralix provided an update on both airports, Hilton Head Island Airport (HXD) & Beaufort Executive Airport (ARW).

Status: For Informational Purposes Only

To see the Assistant County Administrators, Report, click the link below.

<https://beaufortcountysc.new.swagit.com/videos/154056>

AGENDA ITEMS

9. **RECOMMENDATION TO AWARD IFB #112221E BOUNDARY STREET TENNIS COURT RENOVATIONS**

Discussion: Jared Fralix stated on October 20, 2021, Beaufort County published an Invitation for Bid (IFB) for the renovation of the tennis courts located at the corner of Boundary Street and Bladen Street. The renovation will include demolition of the existing courts and fence enclosures, site work to correct the drainage issues and install rain gardens, and the construction of seven new courts/fencing/net hardware/etc., sidewalks, and improvements to include ADA-access to all courts.

Motion: It was moved by Council Member Howard, seconded by Committee Vice-Chair Glover to approve the Contract to McGrath Industries DBA Talbot Tennis for IFB#112221E and move forward to County Council for approval.

The Vote -The motion was approved without objection.

10. **RESOLUTION TO ACCEPT 2022 PALMETTO PRIDE LITTER CREW GRANT AWARD**

Discussion: Jared Fralix stated Beaufort County's Solid Waste and Recycling Department applied for the 2022 Palmetto Pride Litter crew Grant on November 29, 2021, after County Council's permission to apply (October 11, 2021). The grant was offered to eligible applicants (city or county governments) for litter removal in areas that are unsafe for volunteers and to either start or supplement an existing program. Beaufort County has an existing program. All funds (\$25,000) will be spent in the calendar year 2022 toward roadside litter removal. A solicitation for bid will be generated and advertised via our Purchasing Department.

Motion: It was moved by Council Member Dawson, seconded by Council Member Lawson to approve the resolution of award for the 2022 Palmetto Pride Litter Crew Grant for \$25,000.

The Vote -The motion was approved without objection.

11. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR SCHOOL ROAD**

12. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR CHURCH ROAD**

13. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR FRANCES JONES BLVD**

Discussion: Jared Fralix stated the County has been maintaining many roads for over 20 years with an assumed prescriptive right of way referred to as “legacy roads”. County staff has been working with property owners to perfect the right of way on “legacy roads” by requesting formal conveyance of ROW from associated property owners. School Road is (~8400 LF), Church Road is (~3300 LF), and Frances Jones Blvd is (~1800 LF) all located on Daufuskie Island for the 4th-year.

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to approve the right of way associated with School Road, Church Road, and Frances Jones all located on Daufuskie Island and move forward to County Council for approval.

The Vote -The motion was approved without objection.

14. **PATHWAYS PROJECT PUBLIC MEETING SUMMARY – DR. MARTIN LUTHER KING JR. DRIVE SIDEWALK**

Discussion: Brittany Fields stated per Resolution 2019-44, Beaufort County is to conduct two public meetings on each of the projects associated with the 2018 One Cent Sales Tax Referendum. The first public meeting was held from October 19, 2020, through November 20, 2020, with 24 responses for the project. The second public meeting included a virtual meeting from October 22, 2021, through November 19, 2021, along with a community meeting held November 4, 2021, to disseminate information and obtain public input regarding the proposed 8’ pathway from US 21 to Jonathan Francis Senior Road.

Status: For Informational Purposes Only

15. **FIRST READING OF AN ORDINANCE TO AMEND ARTICLE IX. GOVERNMENT-OWNED PROPERTY AND FACILITIES, DIVISION 2. RESTRICTED ACCESS**

Discussion: Phil Foot stated this amendment will prohibit sleeping, camping, etc. on county-owned property and facilities. It mirrors an existing state statute that prohibits the same on the statehouse grounds. Adoption of the amendment will allow the Sheriff to arrest and prosecute anyone who violates the provisions of the amendment. The Sheriff’s Office has agreed to enforce the amended ordinance.

Motion: It was moved by Council Member Lawson, seconded by Council Member Howard to approve the first reading of the amendment to prohibit camping on County-owned properties and move forward to County Council for approval.

The Vote -The motion was approved without objection.

16. **SPANISH MOSS TRAIL – RECOMMENDATION OF APPROVAL TO APPLY FOR THE AMERICAN RESCUE PLAN ACT 2021 (ARPA) TRAVEL, TOURISM, AND OUTDOOR RECREATION GRANT FUNDS (FISCAL IMPACT: INCOMING GRANT FUNDS - \$800,000)**

17. **BEAUFORT HIGH SCHOOL REALIGNMENT – RECOMMENDATION OF APPROVAL TO APPLY FOR THE AMERICAN RESCUE PLAN ACT 2021 (ARPA) TRAVEL, TOURISM, AND OUTDOOR RECREATION GRANT FUNDS (FISCAL IMPACT: INCOMING GRANT FUNDS - \$5,500,000)**

Discussion: Jared Fralix stated the Spanish Moss Trail extension from Smilax Avenue to Appleton Road and Beaufort High School Realignment became eligible for funds under the American Rescue Plan Act 2021 (Public Law 117-2) (ARPA). The purpose of these funds is to provide economic relief to travel, tourism, and outdoor recreation sectors in response to the COVID-19 pandemic.

Motion: It was moved by Motion made by Council Member Howard, seconded by Council Member Lawson to approve the permission to apply for the American Rescue Plan Act 2021 (ARPA) Travel, Tourism,

and Outdoor Recreation Grant Fund for Spanish Moss Trail and Beaufort High School Realignment and move forward to County Council for approval.

The Vote -The motion was approved without objection.

18. **APPROVAL TO APPLY FOR THE GOOD JOBS CHALLENGE GRANT (FISCAL IMPACT: THE \$500,000 ARPA APPROPRIATION WOULD BE USED AS THE MATCHING FUNDS FOR THE GRANT OPPORTUNITY)**

Discussion: Jared Fralix stated ARPA Good Jobs Challenge is a grant that aims to get Americans back to work by building and strengthening systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good-paying jobs.

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to approve the permission to apply for the Good Jobs Challenge grant: America Rescue Plan program grant funds and move forward to County Council for approval.

The Vote -The motion was approved without objection.

19. **CREATION OF CITIZENS ADVISORY COMMITTEE TO RECOMMEND POSSIBLE 2022 TRANSPORTATION SALES TAX PROJECT LIST AND/OR VALUE/DURATION LIMITATION.**

Discussion: County Administrator Eric Greenway stated the consensus of the County Council has been that we pursue a 2022 referendum for another transportation sales tax and that a citizens advisory committee be established to recommend a project list and value/duration limitation.

Motion: It was moved by Council Member Passiment, seconded by Council Member Howard to approve the recommendation of the County Administrator about the 2022 referendum, and move forward to County Council for approval.

The Vote -The motion was approved without objection.

20. **RECOMMENDATION TO AWARD RFQ#111921E TRANSPORTATION PROGRAM MANAGEMENT TO J. BRAGG CONSULTING, LLC. (\$410,197.48)**

Discussion: Jared Fralix stated on November 19, 2021, Beaufort County received 6 submissions to RFQ#111921E Transportation Program Management. A committee of five evaluated the submissions and interviewed three firms. From the three firms, the committee determined J. Bragg Consulting, LLC the most qualified. Beaufort County is requesting program management services for transportation projects throughout Beaufort County. The firm will act as an extension of staff by assisting in the management, coordination, programming, public outreach, scheduling, and all other related services.

Motion: It was moved by Council Member Passiment, seconded by Council Member Howard to approve the recommendation to award RFQ#111921E Transportation Program Management to J. Bragg Consulting, LLC. and move forward to County Council for approval.

The Vote -The motion was approved without objection.

21. **VACANCIES**

Status: For Informational Purposes Only

To see the full discussion, click the link below.

<https://beaufortcountysc.new.swagit.com/videos/154056>

22. **CONSIDERATION OF REAPPOINTMENTS OF JEFF ALTHOFF, RANDY BOEHME, CHRISTOPHER CAMPBELL, PAMELA FLOYD, JEAN FRUH, JOAN GUALDONI, CAROL MURPHY, DIANE VOGUE TO THE KEEP BEAUFORT COUNTY BEAUTIFUL BOARD WITH AN EXPIRATION DATE OF 2026**

23. **CONSIDERATION OF REAPPOINTMENTS OF STEVE ANDREWS AND ALLYN SCHNEIDER TO THE STORMWATER AND UTILITY BOARD WITH AN EXPIRATION DATE OF 2026**

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to approve all reappointments to Keep Beaufort County Beautiful Board and all Stormwater reappointments and move forward to County Council for approval.

The Vote -The motion was approved without objection.

24. **CHAIRMAN'S WRAP UP**

Status: For Informational Purposes Only

To see the full discussion, click the link below.

<https://beaufortcountysc.new.swagit.com/videos/154056>

25. **ADJOURNMENT**

The meeting adjourned at 4:20 PM



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

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|--|
| ITEM TITLE: |
| Hilton Head Island Airport – Recommendation of approval to apply for US Department of Transportation Small Community Air Service Development Program (SCASDP) Grant <i>(Fiscal impact: \$25,000 Airport pledge (if needed and likely split over 2 years); total grant amount: \$500,000) The funds will come from the airport’s marketing budget, Line item 51000</i> |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, Assistant County Administrator – Engineering Jon Rembold, Airports Director – Alternate (5 minutes) |
| ITEM BACKGROUND: |
| The airport has applied for this grant program twice previously but has not been awarded a SCASDP Grant. The grant is available to smaller airports to support air service development in order to boost the subject airport’s ability to fulfill its role in the National Airport System. |
| PROJECT / ITEM NARRATIVE: |
| These funds are to be used for air service marketing/brand awareness and would be expended to create/increase awareness of air service directly to Hilton Head Island in key originating markets. USDOT will award up to \$17M in grants across the country in this year’s opportunity. This application is written on behalf of the island – as the destination – and will have pledge funds from community partners in the amount of \$100,000. The goal is to increase flights/passengers into the airport, generating revenue for the airport in several revenue areas. Grants like this one help substantially because the airport does not have significant funds for marketing in the large metro areas from which most visitors travel. There is constant competition for passengers and your airport competes against a very wealthy neighbor in a bordering state. |
| FISCAL IMPACT: |
| The airport will pledge a maximum of \$25,000 as needed over two years, in matching funds for a total grant application of \$500,000. This is planned in the airport’s marketing budget, line item 51000. The marketing budget for FY 23 is \$290,000 |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Approve Authorizing County Administrator to apply for US Department of Transportation Small Community Air Service Development Program (SCASDP) Grant |
| OPTIONS FOR COMMITTEE MOTION: |
| Motion to approve /deny the recommendation to apply for US Department of Transportation Small Community Air Service Development Program (SCASDP) Grant |
| (Next step: County Council Meeting – March 8, 2022) |

Order 2022-1-8
Served: January 12, 2022



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the U.S. Department of Transportation
on the 12th day of January, 2022

In the Matter of Grant Applications

**SMALL COMMUNITY AIR SERVICE
DEVELOPMENT PROGRAM**

under 49 U.S.C. § 41743

Docket DOT-OST-2022-0003

**ORDER SOLICITING
SMALL COMMUNITY GRANT APPLICATIONS**

By this Order, the U.S. Department of Transportation (the Department or DOT) invites applications from communities and/or consortia of communities interested in obtaining a Federal grant under the Small Community Air Service Development Program (“Small Community Program” or “SCASDP”) to address air service and airfare issues in their communities. As discussed below, the Department has up to \$17 million available for FY 2021 grant awards to carry out this program.

APPLICATION DEADLINE

To participate in this proceeding, interested communities, or consortia of communities, must submit applications of no more than 20 one-sided pages each (excluding the completed Application for Federal Domestic Assistance (SF424), Summary Information schedule, and any letters from the community or an air carrier showing support for the application). These applications, including all required information, must be submitted to www.grants.gov no later than 4:00 PM EDT on March 15, 2022.¹ Applicants are strongly encouraged to submit applications in advance of the deadline. Please be aware that applicants must complete the grants.gov registration process before submitting an application, and that this process usually

¹ Applicant communities are encouraged to include all support letters with their applications to ensure that the Department has a complete record upon which to act. To the extent practicable, each community should include all support letters in one .pdf file submitted with its application. Any support letter that a community submits after the deadline for applications has passed will be considered by the Department only to the extent practicable. Moreover, any support letter or comment received in connection with this proceeding will be posted in this Docket, along with any Department response to that submission.

takes two to four weeks to complete.² The Department will not accept late-filed applications except under limited circumstances related to technical difficulties. Additional information on applying through grants.gov is in Appendix A, including a notice regarding late-filed applications.

ORGANIZATION OF THIS ORDER SOLICITING APPLICATIONS

In accordance with the requirements of 2 CFR Part 200, this Order is organized into the following sections:

- A. Program Description
- B. Federal Award Information
- C. Eligibility Information
 - 1. Eligible Applicants
 - 2. Cost Sharing or Matching
- D. Application and Submission Information
 - 1. Address to Request Application Package
 - 2. Content and Form of Application Submission
 - 3. Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)
 - 4. Submission Dates and Times
 - 5. Funding Restrictions
 - 6. Other Submission Requirements
- E. Application Review Information
 - 1. Criteria
 - a. Priority Selection Criteria
 - b. Secondary Selection Criteria
 - c. Additional Guidance
 - 2. Review and Selection Process
- F. Federal Award Administration Information
 - 1. Federal Award Notices
 - 2. Administrative and National Policy Requirements
 - 3. Reporting
- G. Federal Awarding Agency Contact
- H. Other Information
 - 1. Air Service Development Zone Designation
 - 2. Submission of Confidential Commercial Information

Appendix A – Additional Information on Applying Through www.grants.gov

Appendix B – Summary Information

Appendix C – Application Checklist

Appendix D – Confidential Commercial Information

² If an applicant experiences difficulties at any point during the registration or application process, it should contact the grants.gov support center by email (support@grants.gov) or by telephone (1-800-518-4726, available 24/7 except Federal holidays). See www.grants.gov/web/grants/support.html.

A. PROGRAM DESCRIPTION

The Small Community Program was established by the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (Pub. L. No. 106-181), reauthorized by the Vision 100-Century of Aviation Reauthorization Act (Pub. L. No. 108-176), and subsequently reauthorized by the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95) as amended, the Disaster Tax Relief and Airport and Airway Extension Act of 2017 (Pub. L. No. 115-63), and the FAA Reauthorization Act of 2018 (Pub. L. No. 115-254) (FAA 2018). The program is codified at 49 U.S.C. § 41743. The program is designed to provide financial assistance to small communities to help them enhance their air service. The Department provides this assistance in the form of grants that are disbursed on a reimbursable basis.

The Small Community Program is authorized to receive appropriations under 49 U.S.C. § 41743(e)(2). Appropriations are provided for this program for award selection in FY 2021 pursuant to the Consolidated Appropriations Act, 2020 (Pub. L. No. 116-94), and the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260).

B. FEDERAL AWARD INFORMATION

No more than four communities or consortia of communities, or a combination thereof, from the same State may be selected to participate in the program in any fiscal year. No more than 40 communities or consortia of communities, or a combination thereof, may be selected to participate in the program in each year for which the funds are appropriated. Applications for renewal or supplementation of existing projects are not eligible to compete.

Pursuant to the authorities described above, the Department has up to \$17 million available for FY 2021 grant awards to carry out this program. There is no minimum or maximum individual award amount, and the amounts awarded will vary depending upon the features and merits of the selected applications. In past years, the Department's individual grant sizes have ranged from \$20,000 to nearly \$1.6 million. Funding amounts made available for reimbursement may be impacted by future limitations placed on the spending authority and appropriations enacted for the Department. The Department may, at its discretion, issue partial funding awards up to the level authorized and provided that the above conditions are met. Additional information on the budget process may be found in OMB A-11: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

The Department determines application eligibility as part of the Eligibility Review stage. Applicants and applications deemed ineligible at this stage will be disqualified. The Department will apply the criteria under Section C.1 as part of the Eligibility Review stage.

Only public entities may apply for and serve as the legal sponsor of a grant under the Small Community Program. Private organizations cannot be the lead applicant. A community may file only one application for a grant, either individually or as part of a consortium.

Consortium Applications: Both individual communities and consortia of communities are eligible for SCASDP funds. An application from a consortium of communities must be one that seeks to facilitate the efforts of the communities working together toward one joint grant project, with one joint objective, including the establishment of one entity to ensure that the joint objective is accomplished.

Communities Without Existing Air Service: Communities that do not currently have commercial air service are eligible for SCASDP funds.

Eligible Projects: The Department is authorized to award grants under 49 U.S.C. § 41743(d) to communities that seek to provide assistance to:

- A U.S. air carrier³ to subsidize service to and from an underserved airport for a period not to exceed 3 years;
- An underserved airport to obtain service to and from the underserved airport; and/or
- An underserved airport to implement such other measures as the Secretary, in consultation with such airport, considers appropriate to improve air service both in terms of the cost of such service to consumers and the availability of such service, including improving air service through marketing and promotion of air service and enhanced utilization of airport facilities.

Eligibility Limitations:

Hub Size: In order to satisfy the hub size requirement set forth in 49 U.S.C. § 41743(c)(1)(A), the airport serving the community or consortium may not be larger than a small hub airport, as determined using the FAA’s most recently published classification effective on the Department’s set application deadline (due date).⁴

Same Project Limitation: Under 49 U.S.C. § 41743(c)(4)(B), a community or consortium may not receive a new grant to support the same project more than once in a

³ Only U.S. air carriers are eligible to receive assistance from communities under SCASDP. See 49 U.S.C. § 40102(a)(2). A particular U.S. carrier may hold authority to conduct operations as a certificated air carrier, a commuter air carrier, or an air taxi operator. Communities are encouraged to verify, at an early stage of any air carrier discussions, that the air carrier holds appropriate Department authority to conduct the proposed services. Communities may verify this authority by contacting the Department’s Air Carrier Fitness Division at (202) 366-9721.

⁴ “Small hub airport” is defined in 49 U.S.C. § 47102(23) as “a commercial service airport that has at least 0.05 percent but less than 0.25 percent of the passenger boardings.” See also http://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/categories/. For FAA passenger enplanement information to use to determine an airport’s eligibility as a small hub airport, see http://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/.

ten-year period.⁵ In assessing whether a previous recipient's current application represents a new project, the Department will compare the goals and objectives of the previous grant, including the key components of the means by which those goals and objectives were to be achieved, to the current application. For example, if a community received an earlier grant to support a revenue guarantee for service to a particular destination or direction, a new application by that community for another revenue guarantee for service to the same destination or in the same direction would be subject to the ten-year restriction, even if the revenue guarantee were structured differently or the type of carrier were different. However, a new application by such a previous recipient for service to a new destination or direction using a revenue guarantee, or for general marketing and promotion (including advertising and public relations) of the airport and the various services it offers, would be eligible.⁶ The Department recognizes that not all revenue guarantees, marketing agreements, studies, or other activities are of the same nature, and that if a subsequent application incorporates different goals or significantly different components, it may be sufficiently different to constitute a new project under 49 U.S.C. § 41743(c).

In FAA 2018, Congress authorized limited waivers of the Ten-Year Same Project Limitation. Under Section 41743(c)(4)(C), the Secretary may waive the limitation, and thus make additional grants to a community or consortium of communities to participate in support of the same project within a 10-year period, if the Secretary determines that communities "spent little or no money on [their] previous project or encountered industry or environmental challenges, due to circumstances that were reasonably beyond [their] control...." The Department will consider such waivers as part of complete and timely applications submitted in response to this Order. Communities seeking a waiver are asked to include in their application a discussion of the facts and circumstances that the Secretary should consider in applying the statutory test to their request, e.g. a full history of the previous grant and a documented and well-supported description of any industry or environmental challenges encountered in the communities.

Concurrent Grant Limitation: A community or consortium may have only one SCASDP grant at any time. If a community or consortium applies for a subsequent SCASDP grant when its current grant has not yet expired, that community/consortium must notify the Department of its intent to terminate the current SCASDP grant, and if the community/consortium is selected for a new grant, such termination must take place prior to entering into the new grant agreement. Each beneficiary of a grant agreement under SCASDP is subject to this limitation; in other words, each airport or other government entity, including a State department of transportation, that receives a benefit from an active SCASDP grant, whether individually or part of a consortium, may not receive another SCASDP grant until the active grant is terminated. In addition, for consortium member applicants, permission must be granted from both the grant sponsor

⁵ For the purpose of this provision, the ten-year period starts on the date that the initial grant agreement was executed. Further, this limitation applies for all project elements contained in a previous grant agreement's scope.

⁶ As noted in Section E.1.c ("Market Analysis"), target markets proposed by communities may be destination specific (e.g., service to LAX), a geographic region (e.g., northwest mountain region) or directional (e.g., hub in the southeastern United States or a point north, south, east, or west of the applicant community).

and the Department to withdraw from the current SCASDP grant before that consortium member will be deemed eligible to receive a subsequent SCASDP grant.

No Direct Benefits to Air Carriers: SCASDP provides financial assistance to eligible communities and is not intended to benefit any specific air carrier (other than through a revenue guarantee agreement or carrier-implemented marketing program). To that end, projects seeking funds to support the purchase of aircraft, the establishment of a new air carrier, or other similar direct benefits to an air carrier or a company seeking to become an air carrier are not eligible under the Small Community Program.⁷

Airport Capital Improvement Projects: Airport capital improvement projects, including, but not limited to, runway expansions and enhancements, the construction of additional aircraft gates, and other airport terminal expansions and reconfigurations are ineligible for funding under the Small Community Program. Airports seeking funding for airport capital improvement projects may want to consult with their local FAA Regional Office to discuss potential eligibility for grants under the Airport Improvement Program.

Essential Air Service Communities: Small communities that currently receive subsidized air service under the Essential Air Service (“EAS”) or Alternate Essential Air Service (“AEAS”) program will not be considered eligible for SCASDP funds. Specifically, the Department will not deem eligible for consideration a project that includes service to a subsidized EAS point (or a point receiving AEAS funding), whether it is a point of origin, an intermediate point (for example, on a one-stop service), or a destination point on the proposed service.

Finally, the EAS statute (49 U.S.C. § 41733(c)(1)(E)) includes a provision requiring that the Department consider whether an air carrier has included a marketing proposal in its proposal to provide subsidized EAS as part of the carrier selection criteria. In light of this and the scarcity of SCASDP funds, the Department will not consider awarding additional Federal support under SCASDP for the marketing of subsidized EAS air service.

2. Cost Sharing or Matching

Cost sharing or matching is not required for applications. However, applications that provide multiple levels of contributions (State, local, cash, and in-kind contributions) will be viewed more favorably. *See* Section E.1.c (“Cost sharing and Local Contributions”).

⁷ Such direct benefits would include, for example, funds to pay for the relocation of air carrier ground equipment, such as airport tugs, or other ancillary air carrier equipment. Note that start-up costs to offset some expenses of a specific service origin would be eligible for consideration.

D. APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

Applications must be submitted electronically via www.grants.gov. This announcement lays out all application steps and includes all application forms or Internet addresses where such forms may be found.

2. How to Apply -- Content and Form of Application Submission

Required Steps to Apply for a Grant in this Proceeding:

- Determine the eligibility of your community;
- New grants.gov users must register with www.grants.gov (see Registration with www.grants.gov, below). Existing grants.gov users must verify existing www.grants.gov account has not expired and the Authorized Organization Representative (AOR) is current;
- A community with an active SCASDP grant must notify the Department (Office of Aviation Analysis, X-50) of its intent to terminate its existing grant in order to be eligible for selection;
- Submit an Application for Federal Domestic Assistance (SF424) via grants.gov;
- Submit a completed “Summary Information” schedule. This is your application cover sheet (see Appendix B);
- Submit a detailed application of up to 20 one-sided pages (excluding the completed SF424, Summary Information schedule, and any letters from the community or an air carrier showing support for the application), by the prescribed due date, that meets all required criteria (see Appendix C) and provides all other pertinent information, including:
 - A description of the community’s air service needs or deficiencies;
 - The driving distance, in miles, to the nearest large, medium, and small hub airports, and airport with jet service;
 - A strategic plan for meeting those needs under the Small Community Program, including a concise synopsis of the scope of the proposed grant project;
 - For service to or from a specific city or market, such as New York, Chicago, Los Angeles, or Washington, D.C., for example), a list of the airports that the applicant considers part of the market;
 - A detailed description of the funding necessary for implementation of the community's project;
 - An explanation of how the proposed project differs from any previous projects for which the community received SCASDP funds (if applicable);
 - Designation of a legal sponsor responsible for administering the program; and
 - A request for waiver of the Ten Year Same Project Limitation (if applicable) – see Appendix B.

- Attach any letters from the community or an air carrier showing support for the application, which should be addressed to Brooke Chapman, Associate Director, Small Community Air Service Development Program;⁸ and
- Provide separate submission of confidential material, if applicable (*see* Appendix D).

An application consisting of more than 20 pages will be accepted by the Department, but the content in the additional pages past page 20 will not be evaluated or considered by the Department. The Department would prefer that applicants use one-inch margins and a font size not less than 12 point type and include page numbers.

Registration with www.grants.gov: Communities must be registered with www.grants.gov in order to submit an application for funds available under this program. For consortium applications, only the legal sponsor must be registered with www.grants.gov in order to submit its application for funds available under this program. *See* Appendix A for additional information on applying through www.grants.gov.

Contents of Application: There is no set format that must be used for applications. Each application should, to the maximum extent possible, address the selection criteria set forth in Section E.1 below, including a clear description of the air service needs/deficiencies and present plans/strategies that directly address those needs/deficiencies. At a minimum, however, each application must include the following information:

- A description of the community's air service needs or deficiencies, including information about: (1) major origin/destination markets that are not now served or are not served adequately; (2) fare levels that the community deems relevant to consideration of its application, including market analyses or studies demonstrating an understanding of local air service needs; (3) any air service developments within the past ten years that have adversely affected the community, including, but not limited to, termination of scheduled passenger service;⁹ and (4) any air service development efforts over the past three years and the results of those efforts (such as marketing and promotion, including advertising and public relations).
- A strategic plan for meeting those needs under the Small Community Program, including the community's specific project goal(s) and detailed plan for attaining such goal(s). If the application is selected, the Department will work with the recipient to incorporate the relevant elements of the application's strategic plan into the grant agreement's project scope.¹⁰ Applicants should note that, once a grant agreement is signed, the agreement

⁸ *See* footnote 1, above.

⁹ For example, if a community has lost scheduled passenger air service, or other air service, or been otherwise adversely affected as a result of an airline merger, the applicant should describe the situation in detail and quantify, to the extent possible, its effects on the community.

¹⁰ If new service is proposed to or from a specific city or market served by multiple airports (such as New York, Chicago, Los Angeles, or Washington, D.C., for example), the applicant is encouraged to identify the airport(s) in that city or market the community would be targeting under its application in order to facilitate the drafting of the grant agreement's project scope. Communities should carefully select, within a specific city or market, those airports for which it proposes service, as proposing multiple airports in a city or market could impact the ability of a

generally cannot be amended in a way that would alter the project scope. Applicants also are advised to obtain firm assurances from air carriers proposing to offer new air services if a grant is awarded. Strategic plans should:

- for applications involving new or improved service, explain how the service will become self-sufficient;
 - fully and clearly outline the goals and objectives of the project; and
 - fully and clearly summarize the actual, specific steps (in bullet form, with a proposed timeline) that the community intends to take to bring about these goals and objectives.
- If relevant, a detailed description of the funding necessary for implementation of the proposed project (including Federal and non-Federal contributions).
 - An explanation of how the proposed project differs from any previous projects for which the community received SCASDP funds within a ten-year period; applicants for which the Same Project Limitation may apply should also explain why a waiver under Section 41743(c)(4)(C) should be granted by the Secretary. *See* Section C.1 (“Same Project Limitation”).
 - Designation of a legal sponsor responsible for administering the proposed project. The legal sponsor of the proposed project must be a government entity, such as a State, county, or municipality. The legal sponsor must be legally, financially, and otherwise able to execute the grant agreement and administer the grant, including having the authority to sign the grant agreement and to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required under the grant agreement with the Department and to ensure compliance by the grant recipient with the grant agreement and grant assurances. If the applicant is a public-private partnership, a public government member of the organization must be identified as the community’s sponsor to receive project cost reimbursements. A community may designate only one government entity as the legal sponsor, even if it is applying as a consortium that consists of two or more local government entities. Private organizations may not be designated as the legal sponsor of a grant under the Small Community Program. The community has the responsibility to ensure that the legal sponsor and grant recipient of any funding has the legal authority under State and local laws to carry out all aspects of the grant, and the Department may require an opinion of the legal sponsor’s attorney as to its legal authority to act as a sponsor and to carry out its responsibilities under the grant agreement. The applicant should also provide the name of the signatory party for the legal sponsor.

community to seek future grants involving those airports (*see* Section C.1’s description of the Same Project Limitation).

3. Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)

Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by the Department. The Department will not make any award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make an award, the Department may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant. For more information on DUNS and SAM requirements for this award, *see* Appendix A.

4. Submission Dates and Times

An application will not be complete and will be deemed ineligible for a grant award until and unless all required materials, including SF424, have been submitted through www.grants.gov and time-stamped by 4:00 PM EDT on March 15, 2022 (the “Application Deadline”). *See* Appendix A, “Timely Receipt Requirements and Proof of Timely Submission” and “Experiencing Unforeseen www.grants.gov Technical Issues” for more details.

Late Application Notice: Applicants that are unable to successfully submit their application package through grants.gov prior to the Application Deadline due to technical difficulties outside their control must submit an email to SCASDPgrants@dot.gov with the information described in Appendix A.

5. Funding Restrictions

Expenditures made prior to the execution of a grant agreement, including costs associated with preparation of the grant application, will not be reimbursed. For more information, *see* Section F.1 below.

6. Other Submission Requirements

Applicants must follow the steps outlined above and in Appendix A to submit applications electronically via www.grants.gov. Additional information about submission requirements and www.grants.gov requirements is detailed in Appendix A.

E. APPLICATION REVIEW INFORMATION¹¹

1. Criteria

Applications meeting the Eligibility Review stage criteria as set forth in Section C.1 (“Eligible Applicants”) are advanced to the Technical Review stage. SCASDP grants will be awarded based on the selection criteria outlined below. There are two categories of selection criteria at the Technical Review stage: Priority Selection Criteria and Secondary Selection Criteria. Applications that align well with one or more of the Priority Selection Criteria will be viewed more favorably than those that do not align with any Priority Selection Criteria. In conducting its Technical Review, the Department will concurrently examine the application’s alignment with both the Priority and Secondary Selection Criteria.

The Technical Review determines an application’s alignment with the following factors in 49 U.S.C. § 41743(c)(1) & (2):

- The applicant community or consortium has insufficient air carrier service or unreasonably high air fares; and
- The airport serving the community presents characteristics, such as geographic diversity or unique circumstances that demonstrate the need for, and feasibility of, grant assistance from the Small Community Program.

a. Priority Selection Criteria

49 U.S.C. § 41743(c)(5) directs the Department to give priority consideration to those communities or consortia whose applications align with the following criteria:

Air fares are higher than the national average air fares for all communities. The Department will compare the local community’s air fares to the national average air fares for all similar markets. Communities with market air fares significantly higher than the national average air fares in similar markets will receive priority consideration. The Department calculates these fares using data from the Bureau of Transportation Statistics (BTS) Airline Origin and Destination Survey data. The Department evaluates all fares in all relevant markets that serve a SCASDP community and compares the SCASDP community fares to all fares in similar markets across the country. Each SCASDP applicant’s air fares are computed as a percentage above or below the national averages. The report compares a community’s air fares to the average for all other similar markets in the country that have similar density (passenger volume) and similar distance characteristics (market groupings). All calculations are based on 12-month ended periods to control for seasonal variation of fares.

The community or consortium will provide a portion of the cost of the activity from local sources other than airport revenue sources. The Department will consider whether a community or consortium proposes local funding for the proposed project. Applications

¹¹ As a part of our review of any application in this proceeding, the Department may reach out to an applicant, if necessary, to resolve a factual discrepancy or similar technical issue with that application.

providing proportionately higher levels of cash contributions from sources other than airport revenues will be viewed more favorably. Applications that provide multiple levels of contributions (State, local, cash and in-kind contributions) will also be viewed more favorably. See Section E.1.c (“Cost sharing and Local Contributions), for more information on the application of this selection criterion.

The community or consortium has established or will establish a public-private partnership to facilitate air carrier service to the public. The Department will consider a community’s or consortium’s commitment to facilitate air carrier service in the form of a public-private partnership. Applications that describe in detail how the partnership will actively participate in the implementation of the proposed project will be viewed more favorably.¹²

The assistance will be used to help restore scheduled passenger air service that has been terminated. The Department will consider factors including the circumstances surrounding the cessation of service, the extent to which market circumstances have now changed, warranting the restoration of service, and the reasonableness of the applicant’s plan to restore service (and, where appropriate, the length of time since the service was last operated). Applications where changed circumstances would support the viability of replacement service, and for which the community has put forth a robust plan to obtain that service, will be viewed more favorably.

The assistance will provide material benefits to a broad segment of the traveling public, including businesses, educational institutions, and other enterprises, whose access to the national air transportation system is limited. The Department will consider whether the proposed project would provide, to a broad segment of the community’s traveling public, important benefits relevant to the community. Examples include service that would offer new or additional access to a connecting hub airport, service that would provide convenient travel times for both business and leisure travelers that would help obviate the need to drive long distances, and service that would offer lower fares.

The assistance will be used in a timely manner. The Department will consider whether a proposed project provides a well-defined strategic plan and reasonable timetable for use of the grant funds. Apart from the three-year period of time that a community may subsidize air service to and from an underserved airport, the statute does not place limits on the duration for which the Department may authorize various forms of assistance under SCASDP. Beginning with the FY 2017 SCASDP Order Awarding Grants,¹³ the Department increased the duration of grant awards under the program by one year over the durations it previously awarded, resulting in durations of two years for grants only seeking to perform studies, three years for those involving marketing, and four years for those involving revenue guarantees.¹⁴ The Department found that these longer terms were warranted, as communities often requested extensions of their grant durations to achieve the goals they set in their grant applications.

¹² An air carrier may not be a participant in any public-private partnership that a community or consortium has established, or is working with, to seek a grant in this proceeding.

¹³ See Order 2018-7-10 in Docket DOT-OST-2017-0155, at p. 5–6.

¹⁴ As noted above, the three-year limitation set forth in 49 U.S.C. § 41743(d)(1) applies only to revenue guarantees, and the three-year limitation clock begins only when subsidized service commences.

In our FY 2019 Order Awarding Grants, we found that, due to the coronavirus disease 2019 (COVID-19) pandemic, then-current industry realities warranted a further one-year extension in durations for FY 2019 grants, to three years for studies, four years for marketing, and five years for revenue guarantees.¹⁵

In initiating this selection process for FY 2021 grants, we find that the present state of the industry again warrants the extended grant durations we authorized for FY 2019 grants, and therefore intend to award FY 2021 grants for three years to complete studies, four years for marketing and promotion (including advertising and public relations) of the airport, community, carrier, or destination, and five years for projects that target a revenue guarantee, subsidy, or other financial incentives.

In their grant applications, communities should describe how their projects can be accomplished within this timetable, including whether the airport and proposed air service provider have the requisite authorities and certifications necessary to carry out the proposed projects. In addition, because of this emphasis placed on timely use of funds, applicants proposing new service should describe the airport and whether it can support the proposed service, including whether the airport holds, or intends to apply for, an airport operating certificate issued under 14 CFR Part 139. Air service providers proposed for the new service must have met or be able to meet, in a reasonable period of time, all Department requirements for air service certification, including safety and economic authorities.

Multiple communities cooperate to submit a regional or multistate application to consolidate air service into one regional airport. The Department will consider whether a proposed project involves a consortium effort to consolidate air service into one regional airport. This statutory priority criterion was added pursuant to Section 429 of the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95).

b. Secondary Selection Criteria

While applications aligning with one or more Priority Selection Criteria will be viewed more favorably than those that do not, the Department's analysis of an application's alignment with all the stated selection criteria, taken together, will inform its Technical Review.¹⁶

Innovation and Resiliency: The Department will consider the extent to which an application proposes new and creative solutions to air transportation issues facing the community or incorporates considerations of climate change and sustainability, and whether the proposed project, if successfully implemented, could serve as a working model for other communities. Examples could include:

¹⁵ See Order 2021-7-13 in Docket DOT-OST-2020-0231, at p. 6.

¹⁶ In some cases, information relating to Secondary Selection Criteria may support a determination of the extent that an application aligns with one or more Priority Selection Criterion, by demonstrating the depth or extent of the community's fulfillment of that Priority Selection Criterion.

1. Proposing to utilize or encourage intermodal or regional solutions (a) to connect passengers to the community's air service, (b) if the community cannot implement or sustain its own air services, to connect to a neighboring community's air service (e.g., cost-effective inter/intra city passenger bus service), or (c) to market intermodal surface transportation options available to air travelers, including where such initiatives could have the potential to reduce greenhouse gas emissions, promote energy efficiency, incorporate electrification or zero emission vehicle infrastructure, increase climate resilience, reduce pollution, or address environmental justice concerns; or
2. Proposing a project that could encourage air carriers serving the community to take reasonable efforts to reduce greenhouse gas emissions, including by encouraging the use of sustainable aviation fuels or electric and zero emission ground equipment and infrastructure; or
3. Proposing a study to identify the air service needs of a small community or rural region, taking into account climate change and sustainability.

Community Participation: The Department will consider whether an application has broad community participation, including:

- whether the proposed project has broad community support; and
- the community's demonstrated commitment to and participation in the proposed project.

Location: The Department will consider the location and characteristics of a community:

- the geographic location of each applicant, including the community's proximity to larger centers of air service and low-fare service alternatives;
- the population and business activity, as well as the relative size of each community; and
- whether the community's proximity to an existing or prior grant recipient could adversely affect either its application proposal or the project undertaken by the other recipient.

Other Factors: The Department will also consider:

- whether the proposed project clearly addresses the applicant's stated problems;
- the community's existing level of air service and whether that service has been increasing or decreasing;
- whether the applicant has a plan to provide any necessary continued financial support for the proposed project after the requested grant award expires;
- the grant amount requested compared with the total funds available for all communities;
- the proposed Federal grant amount requested compared with the local share offered;
- any letters of intent from airline planning departments or intermodal surface transportation providers on behalf of applications that specifically indicate intent to enlist new or expanded air service or surface transportation service in support of the air service in the community;
- whether the applicant has plans to continue with the proposed project if it is not self-sustaining after the grant award expires; and
- equitable and geographic distribution of available funds.

c. Additional Guidance

Market Analysis: Applicants requesting funds for a revenue guarantee/subsidy/financial incentive are encouraged to conduct and reference in their applications an in-depth analysis of their target markets. Target markets can be destination specific (e.g., service to LAX), a geographic region (e.g., northwest mountain region) or directional (e.g., hub in the southeastern United States or a point north, south, east, or west of the applicant community).

Complementary Marketing Commitment: Applicants requesting funds for a revenue guarantee/subsidy/financial incentive are encouraged to designate in their applications a portion of the project funds (Federal, local or in-kind) for the development and implementation of a marketing plan in support of the service sought.

Subsidies for a Carrier to Compete Against an Incumbent: The Department is reluctant to subsidize one carrier, but not others, in a competitive market. For this reason, a community that proposes to use the grant funds for service in a city-pair market that is already served by another air carrier must explain in detail why the existing service is insufficient or unsatisfactory, or provide other compelling information to support such an application proposal.

Cost Sharing and Local Contributions: Applications must clearly identify the level of Federal funding sought for the proposed project. Applications must also identify the community's cash contributions to the proposed project, in-kind contributions from the airport, and in-kind contributions from the community. Non-Federal funds will be applied proportionately to the entire scope of the project. Communities cannot use non-Federal funds selectively to fund certain components of a project (*see* Section F.2 below on Payments for more information). Cash contributions from airport revenues must be identified separately from cash contributions from other community sources. Cash contributions from the State and/or local government should be separately identified and described as well.

Types of contributions: Contributions should represent a new financial commitment or new financial resources devoted to attracting new or improved service, or addressing specific high-fare or other service issues, such as improving patronage of existing service at the airport. For communities that propose to contribute to the grant project, that contribution can be in the following forms:

Cash from non-airport revenues: A cash contribution can include funds from the State, the county or local government, and/or from local businesses, or other private organizations in the community. Because private cash contributions are to be from local community sources, the Department will not consider as a part of these non-airport revenues any funds that a community might receive from an air carrier interested in providing service under that community's application. Moreover, contributions that are comprised of intangible non-cash items, such as the value of donated advertising, are considered in-kind contributions (*see* further discussion below).

Cash from airport revenues: This includes contributions from funds generated by airport operations. Airport revenues may not be used for subsidies (including revenue

guarantees) to airlines, per 49 U.S.C. §§ 47107 and 47133. Applications that include local contributions based on airport revenues do not receive priority consideration for selection.

In-kind contributions from the airport: This can include such items as waivers of landing fees, ground handling fees, terminal rents, fuel fees, and/or vehicle parking fees.

In-kind contributions from the community: This can include such items as donated advertising from media outlets, catering services for inaugural events, or in-kind trading, such as advertising in exchange for free air travel. Travel banks and travel commitments/pledges are considered to be in-kind contributions.

Cash vs. in-kind contributions: Communities that include local contributions made in cash will be viewed more favorably.

Commencement of Proposed Air Service Prior to Award Selection: The Department will take into consideration whether air service proposed by a community is announced or begins prior to our announcement of grant awards. Air services that commence prior to grant awards would call into question the extent to which Federal funding is necessary to support the targeted service. Moreover, no reimbursement will be provided by the Department for expenses, including revenue guarantees to air carriers, incurred by a selected community prior to the effective date of that selectee's grant agreement.

Aviation Security: Communities proposing new or expanded air service under a SCASDP grant application are encouraged to contact the Transportation Security Administration (TSA) early in the process to ascertain what the security implications of such service would be with respect to the airport involved, and what measures that airport would need to take with the TSA to assure that the service would meet all applicable TSA requirements.

2. Review and Selection Process

Each application received in response to this solicitation will undergo an Eligibility Review based on the criteria outlined in Section C to determine whether that application conforms to basic eligibility standards. An application that does not satisfy all the Eligibility Review criteria will be disqualified. The Department will then conduct a Technical Review of all eligible applications based on the selection criteria outlined above in Section E.1. The Department will not assign specific numerical scores to projects based on the selection criteria. Rather, ratings of "highly recommended," "recommended," "acceptable," or "not recommended" will be assigned to applications.

The Department reserves the right to award funds for a part of the project included in an application, if a part of the project is eligible and aligns well with the selection criteria specified in this Order. In addition, as part of its review of the Secondary Selection Criterion "Other Factors," the Department will consider the geographical distribution of the applications to ensure consistency with the statutory requirement limiting awards to no more than four communities or consortia of communities, or a combination thereof, from the same State. The final selections

will be limited to no more than 40 communities or consortia of communities, or a combination thereof.¹⁷

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

Grant awards will be made as promptly as possible so that selected communities can complete the grant agreement process and implement their plans. Given the competitive nature of the grant process, the Department will not meet with applicants regarding their applications before awards have been announced.¹⁸ All non-confidential portions of each application, all correspondence and ex-parte communications, and all orders will be posted in the above-captioned docket on www.regulations.gov.

The Department will announce its grant selections in a Selection Order that will be posted in the above-captioned docket, served on all applicants and all parties served with this Solicitation Order, and posted on the Department's SCASDP website <https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>.

Grant Agreements: Communities selected to receive grants are required to execute a grant agreement with the Department before they begin to expend funds under the grant award. Applicants should not assume they have received a grant, nor should they obligate or expend local funds prior to receiving and fully executing a grant agreement with the Department. As noted above, expenditures made prior to the execution of a grant agreement, including costs associated with preparation of the grant application, will not be reimbursed.

2. Administrative and National Policy Requirements

Assurances: There are numerous assurances that grant recipients must sign and honor when Federal funds are awarded. All communities receiving a grant will be required to accept and meet the obligations created by these assurances when they execute their grant agreements. Copies of assurances are available online at <http://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>, (click on "SCASDP Grant Assurances").

¹⁷ As a part of its review process, prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, the Department is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through the System for Award Management (SAM) (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) (see 41 U.S.C. § 2313). An applicant, at its option, may review information in the designated integrity and performance system accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM. The Department will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR § 200.205, Federal awarding agency review of risk posed by applicants.

¹⁸ Once the Department has completed the selection process and has issued a final order in this Docket, however, Department staff is available to provide any applicant, at its request, with feedback on its application.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; statutory, regulatory, and public policy requirements, including without limitation, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Payments: The Small Community Program is a reimbursable program; therefore, communities are required to make expenditures for project implementation under the program prior to seeking reimbursement from the Department. Eligible project implementation costs are reimbursable from grant funds only for services or property delivered during the grant term.¹⁹

Expenditures incurred by third parties are not directly reimbursable to such third parties under this program. The legal sponsor must have paid all costs associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The sponsor may NOT seek reimbursement from the Department in any case where a third party has paid for such services instead of the sponsor.

Reimbursement rates are calculated as a percentage of the total Federal funds requested divided by the Federal funds plus the local cash contribution (which is not refundable). The percentage is determined by: $(\text{SCASDP Grant Amount}) \div (\text{SCASDP Grant Amount} + \text{Local Cash Contribution} + \text{State Cash Contribution, if applicable})$. For example, if a community requests \$500,000 in Federal funding and provides \$100,000 in local contributions, the reimbursement rate would be 83.33 percent: $((500,000) / (500,000 + 100,000)) = 83.33$. Payments/expenditures in forms other than cash (e.g., in-kind) are not reimbursable.

¹⁹ In addition, communities should be aware that the Department will not reimburse a community for any advance, up-front payments or financial guarantees made to an air carrier or other party (for example, reimbursement will not be made for a lump-sum payment made to an air carrier on the date of an inaugural flight, when the payment exceeds the cost basis of that flight). The Department will only reimburse for services actually provided; for an air carrier, that would be under a per-flight or per-operating hour post-flight accounting. Under no circumstances will the Department reimburse a community for payments it has made to an air carrier, in the form of a subsidy or other compensation for the provision of an air service, where that subsidy or compensation is not based on an actual revenue shortfall the carrier has experienced in providing that air service.

3. Reporting

Unless otherwise noted, each grant recipient must submit semi-annual reports on the progress made during the previous period in implementing its grant project. In addition, each community will be required to submit a final report on its project to the Department, and 10 percent of the grant funds will not be reimbursed to the community until such a final report is received. Additional information on award administration for selected communities will be provided in the grant agreement. If an applicant is selected for an award of greater than \$500,000 over the period of performance, the post-award reporting requirements reflected in 2 CFR Part 200 Appendix XII - Award Term and Condition for Recipient Integrity and Performance Matters will apply.

G. FEDERAL AWARDING AGENCY CONTACT

For further information concerning the technical requirements set out in this Order, please contact Brooke Chapman at Brooke.Chapman@dot.gov or (202) 366-0577. A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993. The Department may post answers to questions and other important clarifications in the above-captioned docket on www.regulations.gov and on the program website at <https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>.

H. OTHER INFORMATION

1. Air Service Development Zone Designation

The statute authorizing the Small Community Program provides that the Department may designate one of the grant recipients in the program as an Air Service Development Zone (ASDZ).²⁰ Only one SCASDP grant recipient may hold an ASDZ designation at any one time. An FY 2018 SCASDP grant recipient, Grand Junction Regional Airport, in Grand Junction, CO, is a current ASDZ designee and the Department is therefore not soliciting a new ASDZ designee in this proceeding.

2. Submission of Confidential Commercial Information

Applicants may provide certain proprietary business information relevant to their applicants on a confidential basis. For additional information, *see* Appendix D.

This Order is issued under authority delegated in 49 CFR § 1.25a(b).

²⁰ See 49 U.S.C. § 41743(h).

ACCORDINGLY,

1. Applications for funding under the Small Community Air Service Development Program shall be submitted via www.grants.gov as an attachment to the SF424 by 4:00 PM EDT March 15, 2022; and
2. This Order will be posted on www.grants.gov and on www.regulations.gov, and served on the United States Conference of Mayors, the National League of Cities, the National Governors Association, the National Association of State Aviation Officials, County Executives of America, the American Association of Airport Executives, and the Airports Council International-North America.

By:

CAROL A. (ANNIE) PETSONK
Deputy Assistant Secretary
For Aviation and International Affairs

(SEAL)

*An electronic version of this document is available
online at www.regulations.gov.*

ADDITIONAL INFORMATION ON APPLYING THROUGH WWW.GRANTS.GOV

Applications must be submitted electronically through <http://www.grants.gov/web/grants/applicants/apply-for-grants.html>. **To apply for funding through www.grants.gov, applicants must be properly registered.** The Grants.gov/Apply feature includes a simple, unified application process that makes it possible for applicants to apply for grants online. There are five “Get Registered” steps for an organization to complete at Grants.gov. Complete instructions on how to register and apply can be found at <http://www.grants.gov/web/grants/applicants/organization-registration.html>. If applicants experience difficulties at any point during registration or application process, please contact the www.grants.gov Customer Support Hotline at 1-800-518-4726, or via email to support@grants.gov. The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except Federal holidays.

Registering with www.grants.gov is a one-time process; however, processing delays may occur and it can take up to several weeks for first-time registrants to receive confirmation and a user password. It is highly recommended that applicants start the registration process as early as possible to prevent delays that may preclude submitting an application by the deadlines specified. Applications must be submitted and time-stamped not later than 4:00 PM EDT on March 15, 2022 (the Application Deadline), and, as set forth below, failure to complete the registration process before the Application Deadline is not a valid reason to permit late submissions.

In order to apply for SCASDP funding through <http://www.grants.gov/web/grants/applicants/apply-for-grants.html>, all applicants are required to complete the following:

1. **DUNS Requirement.** The Office of Management and Budget requires that all businesses and nonprofit applicants for Federal funds include a Dun and Bradstreet Data Universal Numbering System (DUNS) number in their applications for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for Federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout the grant life cycle. The DUNS number must be included in the data entry field labeled “Organizational DUNS” on the SF-424 form. Instructions for obtaining DUNS number can be found at the following website: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>.
2. **System for Award Management.** In addition to having a DUNS number, applicants applying electronically through Grants.gov must register with the Federal System for Award Management (SAM). Step-by-step instructions for registering with SAM can be found here: <http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>. All applicants must register with SAM in order to apply

online. Failure to register with the SAM will result in your application being rejected by Grants.gov during the submissions process.

3. **Username and Password.** Acquire an Authorized Organization Representative (AOR) and a www.grants.gov username and password. Complete your AOR profile on www.grants.gov and create your username and password. You will need to use your organization's DUNS Number to complete this step. For more information about creating a profile on Grants.gov visit: <https://www.grants.gov/web/grants/applicants/registration.html>.
4. After creating a profile on Grants.gov, the E-Biz Point of Contact (E-Biz POC) – a representative from your organization who is the contact listed for SAM – will receive an email to grant the AOR permission to submit applications on behalf of their organization. The E-Biz POC will then log in to Grants.gov and approve an applicant as the AOR, thereby giving him or her permission to submit applications. To learn more about AOR Authorization visit: <https://www.grants.gov/web/grants/s2s/applicant/web-services/authenticate-aor.html?inheritRedirect=true>. To track an AOR status visit: <https://www.grants.gov/web/grants/applicants/track-my-application.html?inheritRedirect=true>.

Applicants are, therefore, encouraged to register early. The registration process can take up to four weeks to be completed. Thus, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines. You will be able to submit your application online any time after you have approved as an AOR.

5. **Electronic Signature.** Applications submitted through Grants.gov constitute a submission as electronically signed applications. The registration and account creation with Grants.gov with E-Biz POC approval establishes an Authorized Organization Representative (AOR). When you submit the application through Grants.gov, the name of your AOR on file will be inserted into the signature line of the application. Applicants must register the individual who is able to make legally binding commitments for the applicant organization as the AOR.
6. Search for the Funding Opportunity on www.grants.gov. Please use the following identifying information when searching for the SCASDP funding opportunity on www.grants.gov. The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 20.930, titled Payments for Small Community Air Service Development.
7. Submit an application addressing all of the requirements outlined in this funding availability announcement. Within 24–48 hours after submitting your electronic application, you should receive an email validation message from www.grants.gov. The validation message will tell you whether the application has been received and validated or rejected, with an explanation. *You are urged to submit your application at least 72 hours prior to the due date of the application to allow time to receive the validation message and to correct any problems that may have caused a rejection notification.*

8. **Timely Receipt Requirements and Proof of Timely Submission.** Proof of timely submission is automatically recorded by Grants.gov. An electronic timestamp is generated within the system when the application is successfully received by Grants.gov. The applicant will receive an acknowledgement of receipt and a tracking number from Grants.gov with successful transmission of the application. Applicants should print this receipt and save it, as a proof of timely submission.
9. Grants.gov allows applicants to download the application package, instructions and forms that are incorporated in the instructions, and work offline. In addition to forms that are part of the application instructions, there will be a series of electronic forms that are provided utilizing Adobe Reader.
- a. **Adobe Reader.** Adobe Reader is available for free to download from the Adobe Software Compatibility page:
<http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
 Adobe Reader allows applicants to read the electronic files in a form format so that they will look like any other Standard form. The Adobe Reader forms have content sensitive help. This engages the content sensitive help for each field you will need to complete on the form. The Adobe Reader forms can be downloaded and saved on your hard drive, network drive(s), or CDs.
 - b. NOTE: For the Adobe Reader, Grants.gov is compatible with versions 10 through 11, and with certain versions of Adobe Reader DC.²¹ Always refer to the Adobe Software Compatibility page for compatible versions for the operating system you are using. Please do not use lower versions of the Adobe Reader.
 - c. **Mandatory Fields in Adobe Forms.** In the Adobe Reader forms, you will note fields that will appear with a background color on the data fields to be completed. These fields are mandatory fields and they **must** be completed to successfully submit your application.

NOTE: When uploading attachments please use generally accepted formats such as .pdf, .doc, and .xls. While you may imbed picture files such as .jpg, .gif, .bmp, in your files, please do not save and submit the attachment in these formats. Additionally, the following formats will not be accepted: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip.

Experiencing Unforeseen www.grants.gov Technical Issues

Late Application Notice: Applicants who are unable to successfully submit their application package through grants.gov prior to the Application Deadline due to technical difficulties outside their control must submit an email to SCASDPgrants@dot.gov with the following information:

- The nature of the technical difficulties experienced in attempting to submit an application;
- A screenshot of the error;

²¹ Additional information on Adobe Reader compatibility with Grants.gov is available at:
<https://www.grants.gov/applicants/adobe-software-compatibility.html>

- The Legal Sponsor's name; and
- The Grants.Gov tracking number (e.g. GRANT12345678).

The Department will consider late applications on a case-by-case basis and reserves the right to reject late applications that do not meet the conditions outlined in the Order Soliciting Small Community Grant Applications. Late applications from applicants that do not provide the Department an email with the items specified above will not be considered.

If you experience unforeseen www.grants.gov technical issues beyond your control that prevent you from submitting your application by the Application Deadline, you must contact us at SCASDPgrants@dot.gov or Vince.Corsaro@dot.gov or (202) 366-1842 by **4:00 PM EDT March 15, 2022** (the first business day following the deadline) and request approval to submit your application after the deadline has passed. At that time, the Department's staff will require you to provide your DUNS number and your www.grants.gov Help Desk tracking number(s). After the Department's staff review all of the information submitted and contact the www.grants.gov Help Desk to validate the technical issues you reported, the Department's staff will contact you to either approve or deny your request to submit a late application through www.grants.gov. If the technical issues you reported cannot be validated, your application will be rejected as untimely.

To ensure a fair competition for limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the registration process before the deadline date; (2) failure to follow www.grants.gov instructions on how to register and apply as posted on its website; (3) failure to follow all of the instructions in the funding availability notice; and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

APPLICATION UNDER
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM
DOCKET DOT-OST-2022-0003
SUMMARY INFORMATION¹

All applicants **must** submit this Summary Information schedule, as the application coversheet, a completed standard form SF424 and the full application proposal on www.grants.gov.

For your preparation convenience, this Summary Information schedule is located at <https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>

A. PROVIDE THE LEGAL SPONSOR AND ITS DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER, INCLUDING +4.

Legal Sponsor Name:

Name of Signatory Party for Legal

Sponsor:

DUNS Number:

B. LIST THE NAME OF THE COMMUNITY OR CONSORTIUM OF COMMUNITIES APPLYING:

1. _____
2. _____
3. _____
4. _____

C. PROVIDE THE FULL AIRPORT NAME AND 3-LETTER IATA AIRPORT CODE FOR THE APPLICANT(S) AIRPORT(S) (ONLY PROVIDE CODES FOR THE AIRPORT(S) THAT ARE ACTUALLY SEEKING SERVICE).

- | | |
|-------|----|
| 1. | 2. |
| _____ | |

¹ Note that the Summary Information does not count against the 20-page limit of the SCASDP application.

3.

4.

IS THE AIRPORT SEEKING SERVICE NOT LARGER THAN A SMALL HUB AIRPORT UNDER FAA HUB CLASSIFICATIONS EFFECTIVE ON THE NOFO'S SET APPLICATION DUE DATE?

YES NO

Does the airport seeking service hold an airport operating certificate issued by the Federal Aviation Administration under 14 CFR Part 139? (If "No", Please explain whether the airport intends to apply for a certificate or whether an application under Part 139 is pending.)

YES NO

D. SHOW THE DRIVING DISTANCE FROM THE APPLICANT COMMUNITY TO THE NEAREST:

1. Large hub airport: _____

2. Medium hub airport: _____

3. Small hub airport: _____

4. Airport with jet service: _____

Note: Provide the airport name and distance, in miles, for each category.

E. LIST THE 2-DIGIT CONGRESSIONAL DISTRICT CODE APPLICABLE TO THE SPONSORING ORGANIZATION, AND IF A CONSORTIUM, TO EACH PARTICIPATING COMMUNITY.

1.

2.

3.

4.

F. APPLICANT INFORMATION: (CHECK ALL THAT APPLY)

- Not a Consortium Interstate Consortium Intrastate Consortium
- Community (or Consortium member) previously received a Small Community Air Service Development Program Grant

NOTE: A community that currently receives subsidized Essential Air Service funding, receives assistance under the Alternate Essential Air Service Pilot Program, or is a participant in, and has received a grant under, the Community Flexibility Pilot Program, is not eligible for SCASDP grant funds. See Section C.1. (“Essential Air Service Communities”)

If previous recipient: Provide year of grant(s): _____; and, the text of the grant agreement section(s) setting forth the scope of the grant project:

G. PUBLIC/PRIVATE PARTNERSHIPS: (LIST ORGANIZATION NAMES)

| PUBLIC | PRIVATE |
|--------|---------|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

H. PROJECT PROPOSAL:

1a. GRANT GOALS: (CHECK ALL THAT APPLY)

- Launch New Carrier Secure Additional Service Upgrade Aircraft
- First Service New Route Service Restoration
- Regional Service Surface Transportation Professional Services²

² “Professional Services” involve a community contracting with a firm to produce a product such as a marketing plan, study, air carrier proposal, etc.

Other (explain below)

1b. GRANT GOALS: (SYNOPSIS)

CONCISELY DESCRIBE THE SCOPE OF THE PROPOSED GRANT PROJECT USING THE FORMAT/STRUCTURE USED IN THESE EXAMPLES: “REVENUE GUARANTEE TO RECRUIT, INITIATE, AND SUPPORT NEW DAILY SERVICE BETWEEN _____ AND _____;” OR “MARKETING PROGRAM TO SUPPORT EXISTING (OR NEW) SERVICE BETWEEN _____ AND _____ BY _____ AIRLINES.”)

1c. GRANT HISTORY:

DOES THIS APPLICATION SEEK TO REPEAT A PAST GRANT PROJECT OF THE COMMUNITY OR CONSORTIUM (FOR EXAMPLE, A SPECIFIC DESTINATION AIRPORT)?

YES NO

IF THE ANSWER TO THE ABOVE QUESTION IS ‘YES’:

A: WHAT YEAR WAS THE FORMER GRANT AGREEMENT SIGNED? _____

B: HAVE 10 YEARS PASSED SINCE THE PREVIOUS GRANT AGREEMENT WAS SIGNED?

YES NO

IF THE ANSWER TO ‘B’ ABOVE IS ‘NO,’ THE APPLICANT SHOULD APPLY FOR A FORMAL WAIVER OF THE TEN-YEAR SAME PROJECT LIMITATION (*SEE* SECTION C.1. “SAME PROJECT LIMITATION”). THE REQUEST FOR WAIVER SHOULD INCLUDE A) A STATEMENT THAT THE COMMUNITY OR CONSORTIUM IS REQUESTING A WAIVER OF THE LIMITATION IN ACCORDANCE WITH THE PROVISIONS OF 49 U.S.C. § 41743(C)(4)(C); AND B) INFORMATION AND EVIDENCE TO SUPPORT A FINDING THAT THE APPLICANT SPENT LITTLE OR NO MONEY ON ITS PREVIOUS PROJECT OR ENCOUNTERED INDUSTRY OR ENVIRONMENTAL CHALLENGES, DUE TO CIRCUMSTANCES THAT WERE REASONABLY BEYOND THE CONTROL OF THE COMMUNITY OR

CONSORTIUM. IF YOU HAVE ANY QUESTIONS ABOUT YOUR COMMUNITY’S PAST GRANTS, PLEASE CONTACT THE DEPARTMENT.

2. FINANCIAL TOOLS TO BE USED: (CHECK ALL THAT APPLY)

- Marketing (including Advertising):** promotion of the air service to the public
 - Start-up Cost Offset:** offsetting expenses to assist an air service provider in setting up a new station and starting new service (for example, ticket counter reconfiguration)
 - Revenue Guarantee:** an agreement with an air service provider setting forth a minimum guaranteed profit margin, a portion of which is eligible for reimbursement by the community
 - Recruitment of U.S. Air Carrier:** air service development activities to recruit new air service, including expenses for airport marketers to meet with air service providers to make the case for new air service
 - Fee Waivers:** waiver of airport fees, such as landing fees, to encourage new air service; counted as in-kind contributions only
 - Ground Handling Fee:** reimbursement of expenses for passenger, cabin, and ramp (below wing) services provided by third party ground handlers
 - Travel Bank:** travel pledges, or deposited monetary funds, from participating parties for the purchase of air travel on a U.S. air carrier, with defined procedures for the subsequent use of the pledges or the deposited funds; counted as in-kind contributions only
 - Other** (explain below)
-
-

I. EXISTING LANDING AIDS AT LOCAL AIRPORT:

- Full ILS Outer/Middle Marker Published Instrument Approach
- Localizer Other (specify)

J. PROJECT COST: DO NOT ENTER TEXT IN SHADED AREA

REMINDER: LOCAL CASH CONTRIBUTIONS MAY NOT BE PROVIDED BY AN AIR CARRIER (SEE “TYPES OF CONTRIBUTIONS” FOR REFERENCE).

| LINE | DESCRIPTION | SUB TOTAL | TOTAL AMOUNT |
|------|--|-----------|--------------|
| 1 | Federal amount requested | | |
| 2 | State <u>cash</u> financial contribution | | |
| | <i>Local cash financial contribution</i> | | |
| | 3a Airport <u>cash</u> funds | | |
| | 3b Non-airport <u>cash</u> funds | | |
| 3 | Total local <u>cash</u> funds (<i>3a + 3b</i>) | | |
| 4 | TOTAL CASH FUNDING (<i>1+2+3</i>) | | |
| | <i>In-Kind contribution</i> | | |
| | 5a Airport <u>In-Kind</u> contribution** | | |
| | 5b Other <u>In-Kind</u> contribution** | | |
| 5 | TOTAL IN-KIND CONTRIBUTION (<i>5a + 5b</i>) | | |
| 6 | TOTAL PROJECT COST (<i>4+5</i>) | | |

K. IN-KIND CONTRIBUTIONS**

| |
|--|
| For funds in lines 5a (Airport In-Kind contribution) and 5b (Other In-Kind contribution), please describe the source(s) of fund(s) and the value (\$) of each. |
| |
| |

L. Is This Application Subject To Review By an Affected State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on (date) _____.
- b. Program is subject to E.O. 12372, but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

M. Is The Lead Applicant or Any Co-Applicants Delinquent On Any Federal Debt? (If “Yes”, Provide Explanation)

- No Yes (explain)

APPLICATION CHECKLIST

| INCLUDED? | ITEM |
|--|--|
| <i>For Immediate Action</i> | |
| | Determine Eligibility |
| | New Grants.gov users must register with www.grants.gov . Existing Grants.gov users <i>must verify existing www.grants.gov account has not expired and the Authorized Organization Representative (AOR) is current.</i> |
| <i>For Submission by 4:00 PM EDT on March 15, 2022</i> | |
| | Communities with active SCASDP grants: notify DOT/X50 of intent to terminate existing grant in order to be eligible for selection. |
| | Complete Application for Federal Domestic Assistance (SF424) via www.grants.gov |
| | Summary Information schedule complete and used as cover sheet (<i>see Appendix B</i>) |
| | Application of up to 20 one-sided pages (excluding any letters from the community or an air carrier showing support for the application), to include: |
| | <ul style="list-style-type: none"> • A description of the community’s air service needs or deficiencies. |
| | <ul style="list-style-type: none"> • The driving distance, in miles, to the nearest large, medium, and small hub airports, and airport with jet service. |
| | <ul style="list-style-type: none"> • A strategic plan for meeting those needs under the Small Community Program, including a concise synopsis of the scope of the proposed grant project. |
| | <ul style="list-style-type: none"> • For service to or from a specific city or market, such as New York, Chicago, Los Angeles, or Washington, D.C., for example), a list of the airports that the applicant considers part of the market. |
| | <ul style="list-style-type: none"> • A detailed description of the funding necessary for implementation of the community's project. |
| | <ul style="list-style-type: none"> • An explanation of how the proposed project differs from any previous projects for which the community received SCASDP funds (if applicable). |
| | <ul style="list-style-type: none"> • Designation of a legal sponsor responsible for administering the program. |
| | <ul style="list-style-type: none"> • A request for waiver of the Ten Year Same Project Limitation (if applicable) – <i>see Appendix B above.</i> |
| | <ul style="list-style-type: none"> • A motion for confidential treatment (if applicable) – <i>see Appendix D below.</i> |

Confidential Commercial Information

Applicants will be able to provide certain confidential business information relevant to their application proposals on a confidential basis. Under the Department's Freedom of Information Act regulations (49 CFR § 7.17), such information is limited to commercial or financial information that, if disclosed, would either likely cause substantial harm to the competitive position of a business or enterprise or make it more difficult for the Federal Government to obtain similar information in the future.

Applicants seeking confidential treatment of a portion of their applications must segregate the confidential material in a sealed envelope marked "Confidential Submission of X (the applicant) in Docket DOT-OST-2022-0003" and include with that material a request in the form of a motion seeking confidential treatment of the material under 14 CFR § 302.12 ("Rule 12") of the Department's regulations. The applicant should submit an original and two copies of its motion and an original and two copies of the confidential material in the sealed envelope.

The confidential material should not be included with the original application that is submitted via www.grants.gov. The applicant's original submission, however, should indicate clearly where the confidential material would have been inserted. If an applicant invokes Rule 12, the confidential portion of its filing will be treated as confidential pending a final determination. All confidential material must be received by **4:00 PM EDT, March 15, 2022**, and delivered to the U.S. Department of Transportation, Office of Aviation Analysis, 8th Floor, Room W86-307, 1200 New Jersey Ave. SE, Washington, DC 20590.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| Hilton Head Island Airport – Work Authorization 2119-1803, Amendment 2 <i>(Fiscal impact: Not to exceed \$200,000; Budget Item 51160; only \$20,000 planned for current FY; Line item balance: \$227,000)</i> |
| MEETING NAME AND DATE: |
| <i>Public Facilities Committee – February 22, 2022</i> |
| PRESENTER INFORMATION: |
| <i>Jared Fralix, Assistant County Administrator – Engineering Jon Rembold, Airports Director - Alternate (5 minutes)</i> |
| ITEM BACKGROUND: |
| An amendment to an existing Work Authorization that was approved in June 2018. This amendment continues the airport financial and contract consultation that is provided by a subconsultant in the original authorization. |
| PROJECT / ITEM NARRATIVE: |
| The authorization provides for Newton and Associates, the airports' financial/contracts consultant efforts in support of the new terminal project. Previous discussions with administration and Council have provided the airport direction to (1) develop a financial plan for the terminal construction project, (2) develop a new Passenger Facility Charge program to support eligible terminal costs, (3) conduct an airlines rates and charges analysis including negotiations with the airline partners. This work authorization provides for these services. |
| FISCAL IMPACT: |
| The consulting fees under this amendment will not exceed \$200,000. Approximately 60% of this is eligible for FAA participation, but the details of the participation will be developed as the work proceeds. Budget Item 51160; \$20,000 in fees planned for FY22; Line item balance is currently \$227,000. |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Recommend approval of Work Authorization 2119-1803, Amendment 2 |
| OPTIONS FOR COMMITTEE MOTION: |
| Motion to approve /deny Work Authorization 2119-1803, Amendment 2 <i>(Next step: County Council Meeting – March 8, 2022)</i> |

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 18-03
February 9, 2022
PROJECT NO.: TBI NO. 2119-1803**

AMENDMENT 2

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Original Description of Work Authorized: This work authorization is to prepare an airline agreement between American Airlines and Beaufort County, as well as a commercial use permit for other airlines that may choose to provide service to HXD.

This scope of services does not include other work such as airline negotiations, rates and charges, passenger facility charges (PFC), or concession facility charges (CFC), these will be performed on an authorized basis in a separate work authorization.

Amendment 1 Description of Work Authorized: This work authorization is to continue to assist the Airport's Director in the drafting, modifying and negotiating a new agreement between Beaufort County and the airlines, which serve HXD. These "on-call" professional services may include telecommunications, internal working and airline negotiation meetings, document preparation and update, financial analysis of the Airport's financial operations, the development of cost allocations to appropriate airport cost centers, the compilation of historical and currently projected airline landed weight and enplanement activity (by airline) and the development of a compensatory airline rate setting model to support the periodic update and revision of compensatory airline rates (landing fees, terminal rental, security fees and other necessary fees) as the need arises from year to year. These professional services may also include the participation in planning of Airport expansion/renovation improvements to the extent that financial planning and cost recovery disciplines come into play.

Amendment 2 Description of Work Authorized: Prior to the preparation of Amendment 2, the TBE Team has been assisting the County and HXD with the initial phases of contract development and negotiation strategies with the airlines, which serve HXD in accordance with Amendment 1 of this work authorization. Strategic initiatives have included airline rate increases, which became effective July 1, 2019, and the initial development of a cost recovery airline rates and charges analysis to identify the extent to which the County is recovering its current costs of providing airline services and facilities at HXD. The TBE Team has also assisted in

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1803

Amendment 2

1

the preliminary financial planning for the passenger terminal expansion and renovation project.

The scope of services for Amendment 2 consists of three separate tasks:

Task 1 – Terminal Expansion Financial Planning: The TBE Team TBE Team will assist the County in the continuation of the financial planning for the Terminal Expansion and defining of a preferred plan of finance for the project. This assistance will include the strategic financial planning to maximize the use of all available, non-debt funding sources to minimize the amount of debt proceeds necessary to complete the Terminal Expansion. The TBE Team will coordinate its efforts with County and HXD representatives, as well as the County’s bond counsel and financial advisor, as may be requested.

Task 2 – Passenger Facility Charge (PFC) Application Development: The TBE Team will coordinate, prepare, negotiate, and submit a new PFC Application to the FAA for approval of the PFC eligible costs of the Terminal Expansion, which will provide an essential source of funds to pay, in part, the debt service on the Terminal Expansion. This effort will require consultation with the airlines serving HXD and the preparation of consultation information packages as required by federal regulation. The TBE Team will coordinate its efforts with County, HXD, FAA, and Airline representatives.

Task 3 – Airline Rates and Charges Analysis: The TBE Team will complete the development of the airline rates and charges analysis to enable the County to evaluate the extent to which it is recovering its costs of providing airline services and facilities at HXD. The cost impacts of the Terminal Expansion will be included in this analysis. In this effort, The TBE Team will present the findings of the analysis with the airlines serving HXD and negotiate the implementation of any airline rate adjustments the County may deem appropriate. The TBE Team will coordinate its efforts with County, HXD, FAA, and Airline representatives.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with Article 1 as a lump sum of **\$116,472.00**. Special services shall be performed on a not to exceed basis with a budget of **\$175,383.05**, which includes reimbursable expenses. For a total of **\$291,855.05**.

| | |
|-----------------------------------|---------------------|
| Original Contract (June 28, 2018) | \$14,068.00 |
| Amendment 1 | \$60,000.00 |
| Amendment 2 | \$291,855.05 |
| TOTAL | \$365,923.05 |

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY

APPROVED:
TALBERT, BRIGHT and
ELLINGTON, INC.

Title

Vice President
Title:

Date:

Date:

Witness:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1803

Amendment 2

MANHOUR ESTIMATE

AIRPORT FINANCIAL CONSULTING SERVICES
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 SCAC PROJECT NO:
 CLIENT PROJECT NO:
 TBE PROJECT NO: 2119-1802 - Amendment 2

February 9, 2022

| DESCRIPTION | PRIN \$ 260 | PM \$ 205 | SP \$ 151 | E5 \$ 172 | E3 \$ 120 | E2 \$ 105 | E1 \$ 86 | T5 \$ 127 | T3 \$ 87 | AD4 \$ 72 | AD3 \$ 66 |
|---|----------------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|-------------|--------------|--------------|
| <i>PRELIMINARY PROJECT SCOPING</i> | | | | | | | | | | | |
| Develop Project Scope/Contract | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Subconsultant Negotiation and Management | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| <i>TASK 1 - PROJECT MANAGEMENT</i> | | | | | | | | | | | |
| Project Management | 32 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 0 |
| <i>TASK 2 - TERMINAL EXPANSION PROJECT - FINANCIAL PLANNING</i> | | | | | | | | | | | |
| Meeting with Beaufort County (4) | 32 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Data Analysis | 0 | 12 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Airline Meeting (2) | 16 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| <i>TASK 3 - PASSENGER FACILITY CHARGE APPLICATION DEVELOPMENT</i> | | | | | | | | | | | |
| Information Gathering and PFC/CIP Review | 0 | 8 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| Review Status of Existing PFC Program and CIP Projects | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Meeting with Airport | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PFC Program Development – New PFC Application | | | | | | | | | | | |
| Review and Analyze CIP Funding Plan | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Develop PFC Financial Plan (Attachment A) | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Air Carrier Consultation and Public Notification Process | | | | | | | | | | | |
| Draft and Distribute Air Carrier Notification Letter | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Draft and Coordinate Public Notice for Public Comment | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Air Carrier Consultation Meeting | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Airline Comment and Response Development | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PFC Application Development and Submittal | | | | | | | | | | | |
| Coordinate with FAA and Other Government Agencies | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Prepare and Submit Application | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Draft and Distribute FAA Approval and Collection Letter to Air Carriers | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Additional Meetings (2) | 16 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| <i>TASK 4 - AIRLINE RATE SETTING MODEL DEVELOPMENT</i> | | | | | | | | | | | |
| Meeting with Beaufort County (4) | 32 | 32 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| Data Analysis | 0 | 12 | 12 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 0 |
| Airline Meeting (2) | 16 | 16 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| MANHOUR TOTAL | 180 | 266 | 24 | 0 | 0 | 0 | 28 | 0 | 0 | 16 | 8 |

DIRECT LABOR EXPENSES:
 CLASSIFICATION

| | | BILL RATE | EST. MHRs | EST. COST |
|----------------------|------|--------------|--------------|----------------------|
| Principal | PRIN | \$ 260 | 180 | \$ 46,800 |
| Project Manager | PM | \$ 205 | 266 | \$ 54,530 |
| Senior Planner | SP | \$ 151 | 24 | \$ 3,624 |
| Engineer V | E5 | \$ 172 | - | \$ - |
| Engineer III | E3 | \$ 120 | - | \$ - |
| Engineer II | E2 | \$ 105 | - | \$ - |
| Engineer I | E1 | \$ 86 | 28 | \$ 2,408 |
| Technician V | T5 | \$ 127 | - | \$ - |
| Technician III | T3 | \$ 87 | - | \$ - |
| Admin. Assistant IV | AD4 | \$ 72 | 16 | \$ 1,152 |
| Admin. Assistant III | AD3 | \$ 66 | 8 | \$ 528 |
| | | | Total | 522 |
| <i>SUBTOTAL</i> | | | | <i>\$ 109,042.00</i> |

MANHOOR ESTIMATE

AIRPORT FINANCIAL CONSULTING SERVICES
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAC PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-1802 - Amendment 2

February 9, 2022

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|---|------|-------------|------------|--------------------|
| Telephone | LS | \$ 250.00 | 1 | \$ 250 |
| Postage | LS | \$ 500.00 | 1 | \$ 500 |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 500.00 | 1 | \$ 500 |
| Travel/Per Diem | LS | \$ 184.00 | 20 | \$ 3,680 |
| Presentation Materials | LS | \$ 2,500.00 | 1 | \$ 2,500 |
| <i>SUBTOTAL</i> | | | | \$ 7,430.00 |

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|---|------|-----------|------------|----------------------|
| Mulford Cost Management, LLC Newton & Associates | LS | \$ 24,725 | 1 | \$ 24,725.00 |
| Terminal Expansion Project - Financial Planning | LS | \$ 55,782 | 1 | \$ 55,781.90 |
| Passenger Facility Charge Application Development | LS | \$ 43,899 | 1 | \$ 43,898.95 |
| Airline Rate Setting Model Development | LS | \$ 50,977 | 1 | \$ 50,977.20 |
| <i>SUBTOTAL</i> | | | | \$ 175,383.05 |
| TOTAL COST: | | | | \$ 291,855.05 |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

| |
|--|
| ITEM TITLE: |
| Recommendation to Award IFB #011322E Year 5 Resurfacing to APAC-Atlantic, Inc. |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, Assistant County Administrator – Engineering Andrea Atherton, Transportation Engineering Director (Alternate) (5 mins) |
| ITEM BACKGROUND: |
| A pavement condition report was prepared by F&ME Consultants dated July 19, 2017, which serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. On January 13, 2022, Beaufort County received 1 submission to IFB #011322E Year 5 Resurfacing. <i>This award was approved by County Transportation Committee at the January 19, 2022 meeting.</i> |
| PROJECT / ITEM NARRATIVE: |
| Analysis of the bid submitted revealed APAC Atlantic, Inc. as a responsive bidder. |
| FISCAL IMPACT: |
| APAC Atlantic, Inc. total of \$2,220,051 with a 10% contingency of \$222,000 for FDP Allowance and an Allowance of \$50,000 for Goethe Road repair/resurfacing for a total project cost of \$2,492,052 The funding for this project is Beaufort County Transportation C Funds Road Improvement account #23430011-54500 with a current balance of \$3,173,766.00. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval to award IFB#011322E Year 5 Resurfacing to APAC Atlantic, Inc. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny recommendation to award IFB #011322E Year 5 Resurfacing to APAC Atlantic, Inc. <i>Next Step: Move forward to County Council to award IFB #011322E Year 5 Resurfacing to APAC Atlantic, Inc.</i> |

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 10.



| | |
|---------------------------|---|
| Project Name: | Beaufort County Road Resurfacing - Year 5 |
| Project Number: | IFB 011322E |
| Project Budget: | |
| Bid Opening Date: | 23-Nov-21 |
| Time: | 3:00PM |
| Location: | Beaufort County Purchasing Department |
| Bid Administrator: | Dave Thomas |
| Bid Recorder: | Victoria Moyer |

The following bids were received for the above referenced project:

| BIDDER | BID FORM | BID BOND | ALL ADDENDA | SCH OF VALUES | SUB LISTING | SMBE DOCS | Grand Total Price | |
|---------------------|----------|----------|-------------|---------------|-------------|-----------|-------------------|-----------------------|
| APAC-Atlantic, Inc. | X | X | X | X | X | X | \$ 1,236,149.50 | Beaufort County Roads |
| | | | | | | | \$ 1,260,051.50 | State Secondary Roads |
| | | | | | | | \$ - | |
| | | | | | | | \$ - | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

David Thomas

Bid Administrator Signature

Victoria Moyer

Bid Recorder

Schedule of Prices

Bidder: APAC-Atlantic, Inc. Date: January 13, 2022

IFB #011322E - Beaufort County Roads Resurfacing - Year 5 - revised addendum #3

| ROAD NAME | Approx Length | TERMINI DESCRIPTION | TREATMENT TYPE | QTY | UNIT | COST |
|-----------------------------|---------------|-------------------------------------|---|--------|------|-----------------|
| MILL AND HMA OVERLAY | | | | | | |
| Cardinal Road | 0.42 | Beach City - Mathews Dr. | 1.5" mill / 200 #/SY Surface C | 614 | Tons | \$ 100,696.00 |
| Broadland Cir | <u>0.26</u> | Hollowtail Dr. - Willowtrace Ln | 1" mill / 150 #/SY Surface C | 304 | Tons | \$ 50,600.00 |
| | 0.68 | | | | | |
| | | | Total HMA (tons) | 918 | Tons | NA |
| | | | Total Area of resurfacing (SY) | 10,188 | SY | NA |
| | | | 6" FDP Allowance 5% of SY Total | 510 | SY | \$ 35,700.00 |
| | | | TOTAL MILL & HMA Overlay (Total Includes FDP Allowance) | | | \$ 186,996.00 - |
| HMA OVERLAY | | | | | | |
| Quarter Horse Rd | 0.19 | Clydesdale Cir - Palomino Rd | 150 #/SY Surface C | 182 | Tons | \$ 77,408.00 |
| Cherry Point Rd | 0.22 | Okatie Hwy - Unsurfaced | 125 #/SY Surface D | 228 | Tons | \$ 34,656.00 |
| Jonesville Rd | 1.24 | Spanish Wells Rd - Terminus | 125 #/SY Surface D | 1,219 | Tons | \$ 165,682.00 |
| Palmetto Parkway | 0.37 | William Hilton Pkwy - Mathews Dr | 125 #/SY Surface D | 437 | Tons | \$ 55,824.00 |
| Barberry Ln | 0.02 | Baywood Dr - Terminus | 150 #/SY Surface C | 39 | Tons | \$ 8,687.00 |
| Forest Field Rd | 0.18 | Parris Island Gtwy - Clydesdale Cir | 150 #/SY Surface C | 187 | Tons | \$ 24,860.00 |
| Shetland Ln | <u>0.06</u> | Clydesdale Cir - Clydesdale Cir | 150 #/SY Surface C | 58 | Tons | \$ 8,404.00 |
| | 2.28 | | | | | |
| | | | Total HMA (Tons) | 2,350 | Tons | NA |
| | | | Total Area of resurfacing (SY) | 36,298 | SY | NA |
| | | | 6" FDP Allowance 5% of SY Total | 1,815 | SY | \$ 127,050.00 |
| | | | TOTAL HMA Overlay (Total Includes FDP Allowance) | | | \$ 502,571.00 - |
| CMRB AND HMA Overlay | | | | | | |
| Prince William Dr | 0.16 | Azalea Dr - Terminus | CMRB / 165 #/SY Surface C | 179 | Tons | \$ 91,098.00 |
| Cedar Crest Cir | <u>0.30</u> | Sams Point Rd - Sams Point Rd | CMRB / 165 #/SY Surface C | 277 | Tons | \$ 124,024.00 |
| | 0.46 | | | | | |
| | | | TOTAL CMRB And Overlay | | | \$ 215,122.00 - |

Schedule of Prices

| Bidder: <u>APAC-Atlantic, Inc.</u> | | Date: <u>January 13, 2022</u> | | | | |
|---|---------------|--|------------------------|--|----------------|--------------------------|
| IFB #011322E - Beaufort County Roads Resurfacing - Year 5 - revised addendum #3 | | | | | | |
| ROAD NAME | Approx Length | TERMINI DESCRIPTION | TREATMENT TYPE | QTY | UNIT | COST |
| Microsurfacing | | | | | | |
| Gardner Dr | 0.90 | 278 - Leg-O-Mutton | Microsurfacing | 11,706 | SY | \$ 105,354.00 |
| Willowtrace Ln | 0.11 | Lakepoint Dr - Broadland Cir | Microsurfacing | 1,727 | SY | \$ 9,498.50 |
| Cardinal Court | 0.06 | Cardinal Rd - Terminus | Microsurfacing | 1,269 | SY | \$ 6,979.50 |
| Sandy Pointe Dr | 0.32 | Skylark Dr - Sunny Glen Dr | Microsurfacing | 4,624 | SY | \$ 24,276.00 |
| Knightsbridge Rd | 0.81 | Terminus - Terminus | Microsurfacing | 11,725 | SY | \$ 58,625.00 |
| Sandy Beach Tr | 0.10 | Burkes Beach Trail - start of brick pavers | Microsurfacing | 1,198 | SY | \$ 6,589.00 |
| Soperton Dr | 0.27 | Parking Lot - Terminus | Microsurfacing | 4,185 | SY | \$ 23,436.00 |
| Ann Smith Dr | 0.55 | Burnt Church Rd - Soperton Dr | Microsurfacing | 8,092 | SY | \$ 46,529.00 |
| Professional Village Cir | 0.06 | Terminate 300' from Sea Island Pkwy | Microsurfacing | 1,365 | SY | \$ 8,053.50 |
| Prescott Rd | <u>0.76</u> | Old Sheldon Church - Terminus | Microsurfacing | 7,800 | SY | \$ 42,120.00 |
| | 3.94 | | | | | |
| | | | Total Area (SY) | 53,691 | SY | NA |
| | | | | TOTAL MICROSURFACING | | \$ 331,460.50 |
| | 7.36 | | | GRAND TOTAL (Includes All Allowances) | | \$ 1,236,149.50 - |
| UNIT PRICES | | | | | | |
| | | Leveling - SCDOT Surface D or E | | \$ 145.00 | Per Ton | |
| | | 6" FDP - SCDOT Intermediate C | | \$ 70.00 | Per SY | |

Schedule of Prices

| Bidder: <u>APAC-Atlantic, Inc.</u> | | Date: <u>January 13, 2022</u> | | | | | |
|---|------------------------------------|-------------------------------|--|---------------------------|-------------|------------------------|----------|
| IFB #011322E - State Secondary Roads Resurfacing - Year 5 - Revised Addendum #2 | | | | | | | |
| ROAD NAME | Approx Length | Termini Description | TREATMENT TYPE | QTY | UNIT | COST | |
| HMA OVERLAY | | | | | | | |
| S-258 | Pleasant Point Dr | 0.85 | Brickyard Point N to End State Maint. | 225 #/SY Surface C | 1,268 | Tons \$ 222,464.00 | |
| S-392, 162, 462 | Azalea Dr | 0.65 | Ivy Lane to Westvine Dr | 175 #/SY Surface C | 752 | Tons \$ 103,056.00 | |
| S-825 | Marsh Hawk | <u>0.95</u> | Springfield Rd to Gadwall Dr | 150 #/SY Surface C | 942 | Tons \$ 131,817.00 | |
| | | 2.45 | | | | | |
| | | | Total HMA (Tons) | 2,962 | Tons | NA | |
| | | | Total Area of resurfacing (SY) | 32,406 | SY | NA | |
| | | | 6" FDP Allowance 5% of SY Total | 1,620 | SY | \$ 113,400.00 | |
| | | | TOTAL HMA Overlay (Total Includes FDP Allowance) | | | \$ 570,737.00 | - |
| CMRB AND HMA OVERLAY | | | | | | | |
| S-597 | Stanley Farm Rd | 0.15 | Laurel Bay to Roseida | CMRB & 165 #/SY Surface C | 182 | Tons \$ 123,200.00 | |
| S-75 | Fripp Point Rd | <u>1.55</u> | Sea Island Pkwy to End State Maint. | CMRB & 165 #/SY Surface C | 1,538 | Tons \$ 549,614.50 | |
| | | 1.70 | | | | | |
| | | | TOTAL CMRB And Overlay | | | \$ 672,814.50 | - |
| MISCELLANEOUS | | | | | | | |
| S-251 | Center Drive E | 0.73 | Pine Ct. N. to Mossy Oaks Rd | Crack Seal | | \$ 16,500.00 | |
| | | | | | | | |
| | | | TOTAL Crack Seal | | | \$ 16,500.00 | - |
| | | 4.88 | | | | | |
| | | | GRAND TOTAL (Includes All Allowances) | | | \$ 1,260,051.50 | - |
| UNIT PRICES | | | | | | | |
| | Leveling - SCDOT Surface D or E | | | \$ 145.00 | Per Ton | | |
| | 6" FDP - SCDOT Intermediate C | | | \$ 70.00 | Per SY | | |
| | Portland Cement (CMRB Application) | | | \$ 197.00 | Per Ton | | |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

| |
|--|
| ITEM TITLE: |
| Recommendation to Award RFQ#083121E Burnt Church Road Improvements Design and Engineering Services to Parrish and Partners, LLC. |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, Assistant County Administrator – Engineering Andrea Atherton, Transportation Engineering Director (Alternate) (3 mins) |
| ITEM BACKGROUND: |
| On August 31, 2021, Beaufort County received 10 submissions to RFQ#083121E Burnt Church Road Improvements Design and Engineering Services. A committee of 2 Beaufort County staff and 1 Town of Bluffton staff evaluated the submissions and determined Parrish and Partners, LLC as the most qualified firm. |
| PROJECT / ITEM NARRATIVE: |
| Engineering design and construction support services for corridor improvements to Burnt Church Road, S-7-163. This includes corridor improvements to approximately 1.3 miles along Burnt Church Road (S-7-163) from Bluffton Parkway to the intersection of Bridge St/Alljoy Road (S-7-13) extending approximately 250 feet down each intersecting route. A Shared-Use Path is planned throughout the project corridor. Widening the roadway from 2 lanes to 3 lanes is planned from Bluffton Parkway to Bridge St/Alljoy Road. Additionally, intersection improvements are planned at Bruin Road (S-7-120) to improve safety and traffic flow |
| FISCAL IMPACT: |
| The contract fee is based on time and materials for the scope of work totaling \$1,411,333.91 which is within the engineers estimate of \$1,500,000. The contract will be funded from Bluffton Road Impact Fees account 23020011-51160 with a balance of \$4,075,828.14. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends awarding RFQ#083121E Burnt Church Road Improvements to Parrish and Partners, LLC. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny awarding RFQ#083121E Burnt Church Road Improvements to Parrish and Partners, LLC. <i>Next Step: Move forward to County Council recommending awarding RFQ#083121E Burnt Church Road Improvements to Parrish and Partners, LLC.</i> |

| Burnt Church Road improvements Design and Engineering Services | | | | | | | | | | |
|--|-----------------|-----------------|-------------------------|-----------------|-----------------|-----------------|--------------------------------|-------------------------|-----------------|-----------------|
| RFQ 083121E | | | | | | | | | | |
| Summary Score Sheet | | | | | | | | | | |
| | | | | | | | | | | |
| Evaluators | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company | Name of Company |
| | AECOM | Davis & Floyd | Goodwyn Mills Cawood | HDR | ICE | J. Bragg | Michael Baker International | Parrish and Partners | SEPI | WSP USA |
| Atherton | 90 | 88 | 83 | 90 | 94 | 92 | 87 | 97 | 92 | 84 |
| Clarkson | 88 | 97 | 91 | 95 | 98 | 82 | 92 | 95 | 91 | 81 |
| Fields | 89 | 82 | 80 | 88 | 92 | 92 | 81 | 95 | 89 | 85 |
| TOTALS: | 267 | 267 | 254 | 273 | 284 | 266 | 260 | 287 | 272 | 250 |
| 1. Parrish & Partners | 287 | | | | | | | | | |
| 2. ICE | 284 | | | | | | | | | |
| 3. HDR | 273 | | | | | | | | | |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| Weston and Sampson Sustainability Campus Siting Study |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, ACA-Engineering Cindy Carter, Solid Waste and Recycling Director (Alternate) (Time Needed for Item Discussion = 5 minutes) |
| ITEM BACKGROUND: |
| <p>Beaufort County’s Solid Waste and Recycling Department utilized the consulting services of Weston and Sampson to perform a Sustainability Campus Siting Study. Beaufort County properties were evaluated to identify those available and best suited for a mixed-use waste management campus with highway access. Other criteria included a location south of the Broad River (dense population), with preferred acreage (50+ acres) and suitable soils. The final report was submitted in September 2021.</p> <p>Potential mixed-use waste management facilities could include a material recycling facility (MRF), a solid waste transfer facility (MSW and/or C&D), yard and/or food waste composting and a collection campus for landfill banned items such as waste tires, electronics, and household hazardous waste (HHW).</p> <p>The Weston and Sampson Sustainability Campus Siting Study presents clusters of property options and provides recommendations of sites that best meet the selection criteria.</p> |
| PROJECT / ITEM NARRATIVE: |
| Information only. The internal review is ongoing. Recommendation to further evaluate by SW&R Board. |
| FISCAL IMPACT: |
| There will be capital costs for property purchase (if a non-Beaufort County property is selected), site preparation, permitting, and building design/construction with applicable equipment. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Information only |
| OPTIONS FOR COUNCIL MOTION: |
| Information only |



TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: Randy Boehme, Chairman, Solid Waste and Recycling Board *Randy Boehme*

SUBJ: **Weston and Sampson Sustainability Campus Siting Study** 9/27/2021

DATE: September 23, 2021

BACKGROUND: Beaufort County's Solid Waste and Recycling Department utilized the consulting services of Weston and Sampson to perform a Sustainability Campus Siting Study. Beaufort County properties were evaluated to identify those available and best suited for a mixed-use waste management campus with highway access. Other criteria included a location south of the Broad River (dense population), with preferred acreage (50+ acres) and suitable soils. The final report was submitted September 2021.

Potential mixed-use waste management facilities could include a material recycling facility (MRF), a solid waste transfer facility (MSW and/or C&D), yard and/or food waste composting and a collection campus for landfill banned items such as waste tires, electronics and household hazardous waste (HHW).

The Weston and Sampson Sustainability Campus Siting Study presents clusters of property options and provides recommendations of sites that best meet the selection criteria.

FOR ACTION: Public Facilities Committee on October 18, 2021 - information only.

RECOMMENDATION: The Solid Waste and Recycling Board recommends the Weston and Samson Sustainability Campus Siting Study be shared with the Public Facilities Committee and recommends further evaluation into siting a Beaufort County Sustainability Campus location.



westonandsampson.com

3955 Faber Place Drive, Suite 300
North Charleston, SC 29405
tel: 843.881.9804

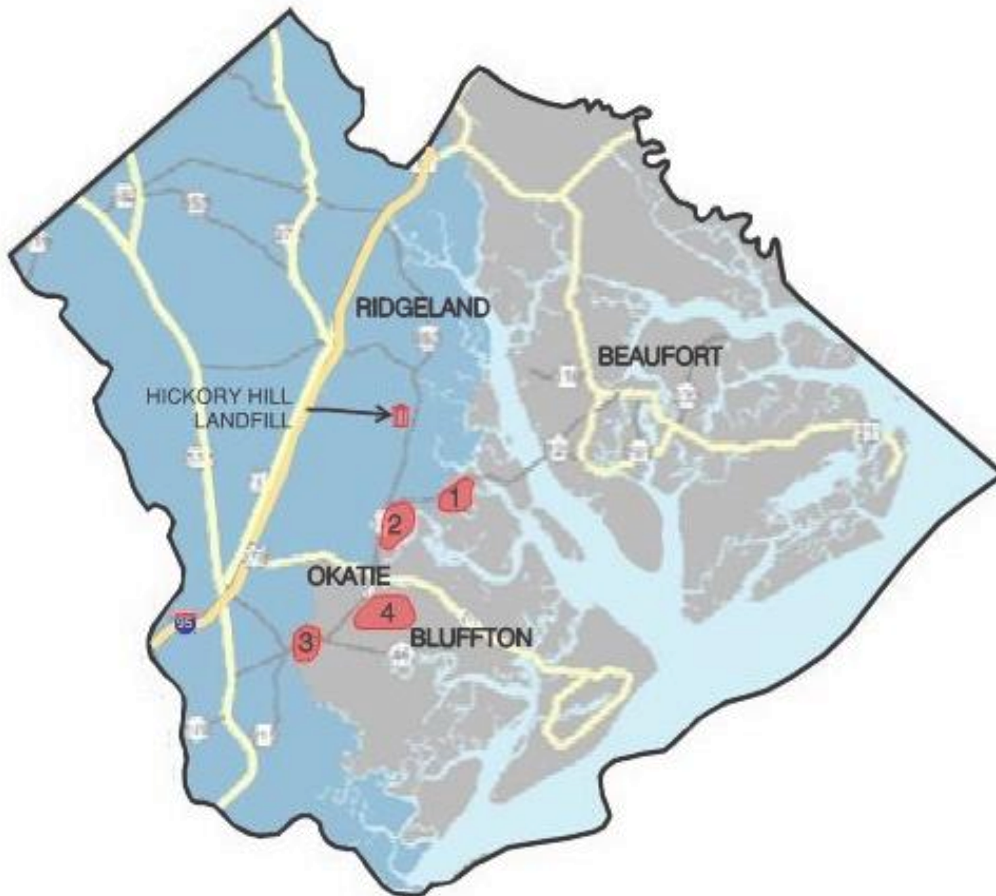
FINAL

September 2021

SUSTAINABILITY CAMPUS SITING STUDY

BEAUFORT COUNTY

PRELIMINARY SITING SELECTIONS



MEMORANDUM

TO: David Wilhelm, PE
FROM: Paige Lux, PE, Patrick Meyer, EIT & Bob Horner, PE
DATE: September 17, 2021
SUBJECT: Siting Study for Beaufort County Sustainability Campus

Weston & Sampson used GIS (Geographic Information System) data to establish criteria and select applicable sites for a Municipal Solid Waste (MSW) Sustainability Campus in Beaufort County, South Carolina. This technical memorandum summarizes the design decisions and results of that investigation.

Background

Weston & Sampson performed an analysis of existing properties within Beaufort County or near the Beaufort County line in Jasper County to identify those best suited for a mixed-use waste management facility. The selection criteria specified that sites should have the following characteristics:

- Located within the Bluffton/Okatie area, south of the Broad River and north of Hilton Head Island
- A minimum 30 acres with 50+ acres preferred
- Major highway access i.e. I95, Hwy 17, etc.
- Not adjacent to residential development
- Suitable soil conditions

Property Selection Method

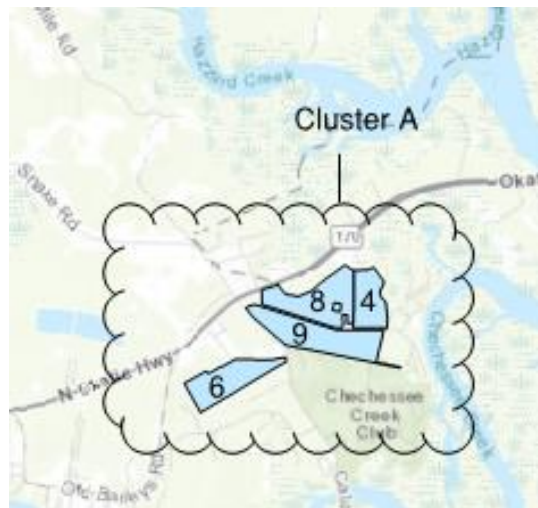
Weston & Sampson performed GIS evaluation of properties within Beaufort County based on the specified selection criteria. The process began by importing all parcel and zoning data from Beaufort County, waterbody information from SCDNR, and roadway information from SCDOT into GIS software. From there, the map was programmed to identify parcels greater than 30-Acres, located South of the Broad River, located within 1-Mile of a Major Highway, and zoned Rural or Industrial. Additionally, Weston & Sampson ensured parcels were in areas not impacted by significant sea level rise, identified on-site wetlands and the most prevalent type of soil, and considered proximity to existing convenience sites within Beaufort County. FEMA sea level rise date was included in the GIS mapping evaluation.

Initially, no sites were identified south of the Broad River that were not impacted by sea level rise due to Beaufort County’s low-lying topography. To overcome the limitations the FEMA sea level rise criteria put on the mapping system, the sea level rise criteria was removed from the GIS and parcels were instead evaluated for their land percentage classified as FEMA Flood Zone X or AE which are areas outside the 500-year flood zone or areas that present a 1% annual chance of flooding, respectively, and therefore are least likely to flood.

Selected Properties

After this evaluation was complete, a total of twelve (12) properties in Beaufort County ranging in size from 33.62-acres to 99.51-acres were found to meet the siting criteria for a Sustainability Campus. The parcels were numbered from least acreage to most acreage, with the smallest property identified as Parcel 1. It was requested that 3 additional sites, Parcels 13 and 15 owned by Beaufort County and Parcel 14, owned by Parcel C1, LLC, located west of Hwy 170 near Okatie also be evaluated to determine if they meet the baseline siting selection criteria. A summary of the sites broken into clusters by area is below. A map of the 15 sites and their relation to Hickory Hill Landfill can be found in Appendix A – Parcel GIS Map. Appendix B – Parcel 1-15 Characteristic Analysis contains detailed information for each parcel.

Cluster A – Parcels 4, 6, 8, and 9



This cluster of parcels includes Parcel 4 owned by Beaufort County, Parcel 6 owned by K&R Development, LLC, Parcel 8 owned by Beaufort County, and Parcel 9 owned by Beaufort County. These properties are located near the Beaufort County/Jasper County border next to Hwy 170 and range in size from 42 acres to 82 acres. The Chechesee Creek is south of the properties and there are minimal wetlands in the area. The 4 parcels are zoned as Rural and are within FEMA Flood Zone X. The most prevalent soil types are Coosaw Loamy Fine Sand which is classified as Soil Group A and Wahee Fine Sandy Loam which is classified as Soil Group C/D.



Parcel 4 – TMS R600 010 000 001A 0000



Parcel 6 – TMS R600 009 000 0113 0000

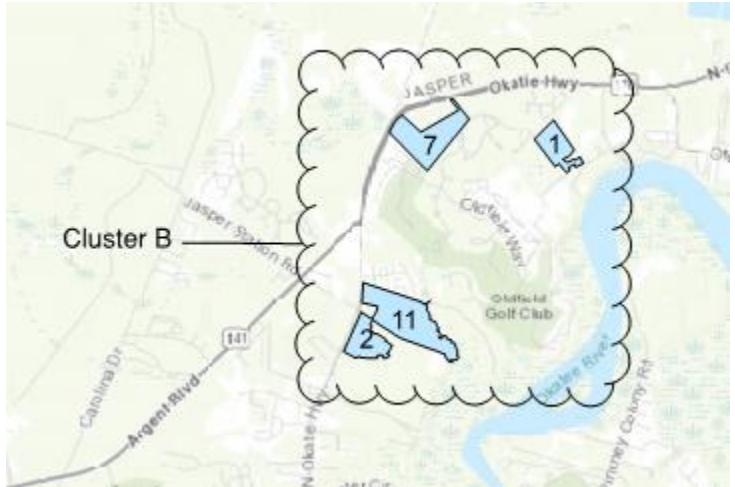


Parcel 8- TMS R600 010 000 0209 0000



Parcel 9- TMS R600 010 000 0186 0000

Cluster B – Parcels 1, 2, 7, and 11



Cluster B includes Parcel 1 owned by Coastal Enterprises, LP, Parcel 2 owned by Plute Home Company, LLC, Parcel 7 owned by Cooler’s Corner, LLC, and Parcel 11 owned by Beaufort County. These parcels are located near the Beaufort County/Jasper County line next to Hwy 170 and near Hwy 462. They range in size from 33 acres to 95 acres. The Okatee River is south of the properties and there are minimal wetlands in the area. The 4 parcels are zoned as Rural and are within FEMA Flood Zones X and AE which are at a slightly greater chance for annual flooding than the parcels included in Cluster A. The most prevalent soil types are Coosaw Loamy Fine Sand which is classified as Soil Group A, Bladen Fine Sandy Loam which is classified as Soil Group C/D, and Capers Association which is classified as Soil Group D.

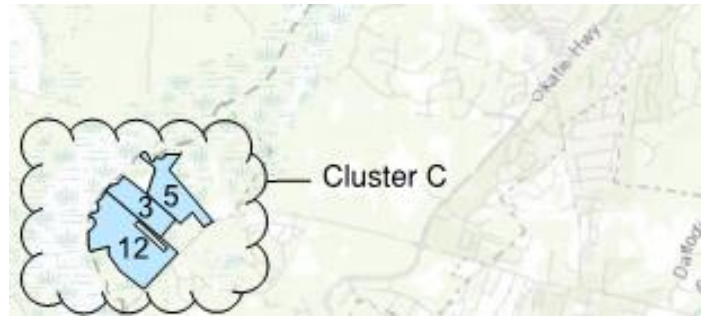


Parcel 1 – TMS R600 008 000 010A 0000



Parcel 2 – TMS R600 013 000 0006 0000

Cluster C – Parcels 3, 5, and 12



Cluster C is comprised of Parcel 3 owned by Joyce B. Crosby, Parcel 5 owned by John P Raymond Jr. and Hazel C Raymond, and Parcel 12 owned by Beaufort County. These parcels are located next to the Beaufort County/Jasper County line along Hwy 46 (Okatie Hwy) and are approximately 5 miles from I-95. They range in size from 40 acres to 100 acres. The sites are bordered by the New River to the west and there are moderate amounts wetlands in the area. The parcels are zoned as Rural and are within FEMA Flood Zone A meaning they have a 26% percent chance of flooding over a 30-year period. The most prevalent soil types are Eulonia Fine Sandy Loam which is classified as Soil Group C, Williman Loamy Fine Sand which is classified as Soil Group B/D, and Argent Fine Sandy Loam which is classified as Soil Group C/D. Due to their proximity to New River, any facilities placed on these sites would have significant buffering requirements.



Figure 3 – TMS R600 035 000 0001 0000

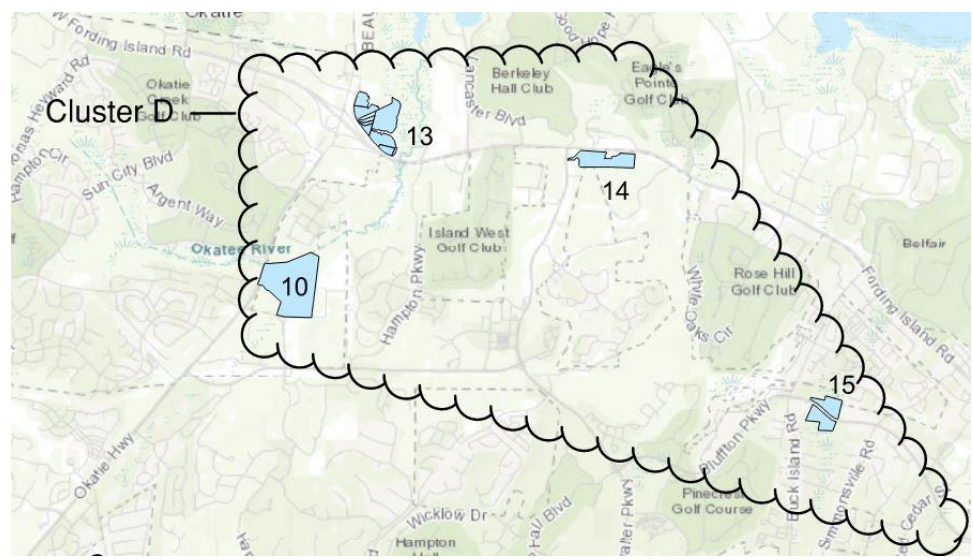


Figure 5 – TMS R600 035 000 0596 0000



Figure 12– TMS R610 000 000 0745 0000

Cluster D – Parcels 10, 13, 14, and 15



Included in Cluster D are Parcels 10, 13, 14, and 15, which are owned by Beaufort County with the exception of Parcel 14 which is owned by Parcel C1, LLC. These 4 properties are along or near Hwy 278 (Fording Island Rd). They range in size from 11 acres to 86 acres. Of these properties, Parcel 10 is the only site meeting the baseline selection criteria. Parcel 10 is located along a tributary to the Okatee River with moderate amounts wetlands. It is zoned as Rural and is within FEMA Flood Zones X, AE, and 0.2% Annual Chance Flood Hazard. The most prevalent soil type is Polawana Loamy Fine Sand which is classified as Soil Group A/D. Parcels 13, 14, and 15 are not suitable for siting the Sustainability Campus. Though the combination of these nine (9) properties is of sufficient size, Parcel 13 is immediately adjacent to the Okatee River which will have significant buffering requirements and therefore limit the amount of usable acreage available. Parcel 14 has a substantial amount of on-site wetlands which take up approximately 90% of the parcel area. Parcel 15 consists of two properties which are intersected by Bluffton Parkway. One property is 11 acres and the other 13 acres. The limited acreage, separation by a road, and proximity to neighborhoods render this site undesirable for the Sustainability Campus.



Parcel 10– TMS R610 029 000 0023 0000



Parcel 13 – R600 021 000 0048 0000, R600 021 000 0011 0000, R600 021 000 0077 0000, R600 021 000 0076 0000, R600 021 000 0081 0000, R600 021 000 0010 0000, R600 021 000 0199 0000, R600 021 000 0009 0000, & R600 021 000 009A 0000



Parcel 14 – TMS R610 022 000 0578 0000

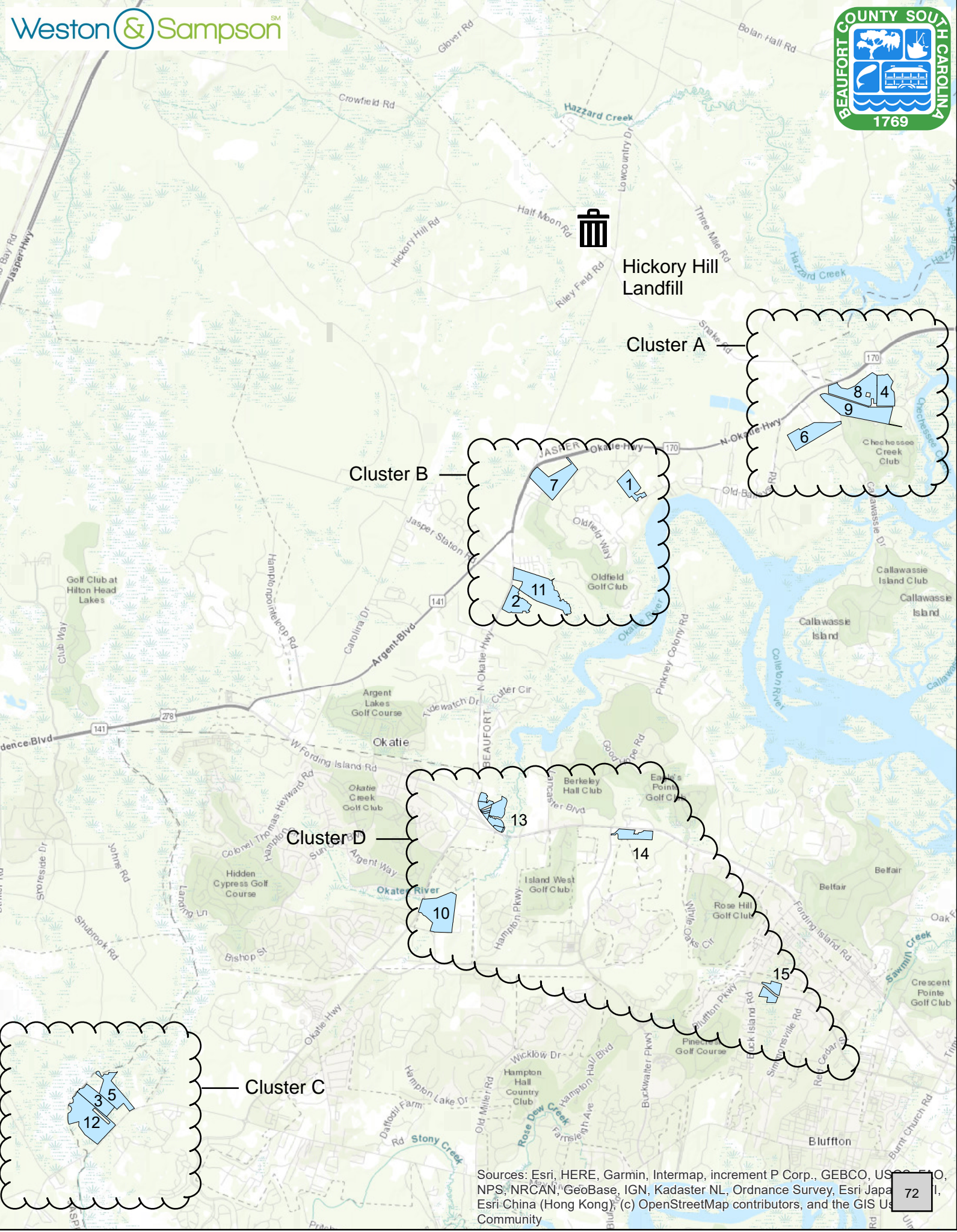


Parcel 15 – R610 031 000 0105 0000 & R610 031 000 1566 0000

Recommendations

Parcels 1 – 12 meet the baseline site selection criteria. Parcels 13, 14, and 15 are less desirable options due to their proximity to neighborhoods, limited acreage, and vicinity to major rivers. Weston & Sampson believes that Parcels 6, 7, and 9 are the best suited for the needs of Beaufort County due to their large property size, limited wetlands, and proximity to the Hickory Hill Landfill and the Bluffton and Okatie Communities. With all three of these properties being greater than 50-acres, this will allow for more developable area for Beaufort County after all landscape and wetland buffers have been established. It should also be noted that Parcel 9 is currently owned by Beaufort County, is near Highway 170, has minimal wetlands, is in a favorable flood zone, and would be an acceptable fit for this project. Of these three parcels, Weston & Sampson believes that Parcel 7 would best serve Beaufort County due to the proximity to the intersection of Highway 462 and Highway 170. Weston & Sampson also believes that Beaufort County should consider further evaluation of the 27.19-acre adjacent property also owned by Cooler's Corner, LLC for suitable topographic and soil conditions and subsequent combination with Parcel 7 when acquisitions are pursued.

Appendix A
Parcel GIS Map



Hickory Hill Landfill

Cluster A

Cluster B

Cluster D

Cluster C

Appendix B
Parcel 1 – 15 Characteristic Analysis

Parcel 1 – R600 008 000 010A 0000

- Area: **33.62-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **X**
- Major Soil Group: **Bladen Fine Sandy Loam (Soil Group C/D)**
- Property Owner: **COASTAL ENTERPRISES LP**
- Notes: **Approximately 0.20-miles from Okatee River**



Parcel 2 – R600 013 000 0006 0000

- Area: **37.22-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Approx. 25%**
- FEMA Flood Zone: **X**
- Major Soil Group: **Bladen Fine Sandy Loam (Soil Group C/D)**
- Property Owner: **PULTE HOME COMPANY LLC**
- Notes: **Along Highway 170. 0.40-Miles from Okatee River**



Parcel 3 – R600 035 000 0001 0000

- Area: **39.36-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **A**
- Major Soil Group: **Eulonia Fine Sandy Loam (Soil Group C)**
- Property Owner: **CROSBY JOYCE B**
- Notes: **Approximately 5-miles from I-95, adjacent to Jasper County Line, adjacent to New River**



Parcel 4 – R600 010 000 001A 0000

- Area: **41.93-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Coosaw Loamy Fine Sand (Soil Group A)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **Adjacent to Chechessee Creek, Close to Highway 170.**



Parcel 5 – R600 035 000 0596 0000

- Area: **50.29-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **A**
- Major Soil Group: **Williman Loamy Fine Sand (Soil Group B/D)**
- Property Owner: **RAYMOND JOHN P JR., RAYMOND HAZEL C**
- Notes: **Approximately 5-miles from I-95, adjacent to Jasper County Line, adjacent to New River**



Parcel 6 – R600 009 000 0113 0000

- Area: **57.02-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **X, AE, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Coosaw Loamy Fine Sand (Soil Group A)**
- Property Owner: **K&R DEVELOPMENT LLC**
- Notes: **Near Highway 170.**



Parcel 7 – R600 008 000 0001 0000

- Area: **67.61-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Approx. 25%**
- FEMA Flood Zone: **AE, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD, X**
- Major Soil Group: **Coosaw Loamy Fine Sand (Soil Group A)**
- Property Owner: **COOLER'S CORNER LLC**
- Notes: **Near intersection of Highway 170 and Highway 462. Adjacent 27.19-Acre parcel is also owned by COOLER'S CORNER LLC.**



Parcel 8 – R600 010 000 0209 0000

- Area: **71.39-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **AE AND 0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Wahee Fine Sandy Loam (Soil Group C/D)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **Adjacent to Highway 170. Near Chechessee Creek**



Parcel 9 – R600 010 000 0186 0000

- Area: **82.35-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **X, AE, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Coosaw Loamy Fine Sand (Soil Group A)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **Near to Highway 170. Near Chechessee Creek**



Parcel 10 – R610 029 000 0023 0000

- Area: **86.24-Acres**
- Zoning: **Preserve**
- On-Site Wetlands: **Substantial**
- FEMA Flood Zone: **X, AE, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Polawana Loamy Fine Sand (Soil Group A/D)**
- Property Owner: **Beaufort County**
- Notes: **Adjacent to Highway 170**



Parcel 11 – R600 013 000 0061 0000

- Area: **95.02-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Approx. 50%**
- FEMA Flood Zone: **0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Capers Association (Soil Group D)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **Along Highway 170. Adjacent to Okatee River**



Parcel 12 – R610 035 000 0745 0000

- Area: **99.51-Acres**
- Zoning: **Rural**
- On-Site Wetlands: **Approx. 25%**
- FEMA Flood Zone: **A**
- Major Soil Group: **Argent Fine Sandy Loam (Soil Group C/D)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **Approximately 5-miles from I-95, adjacent to Jasper County Line, adjacent to New River**



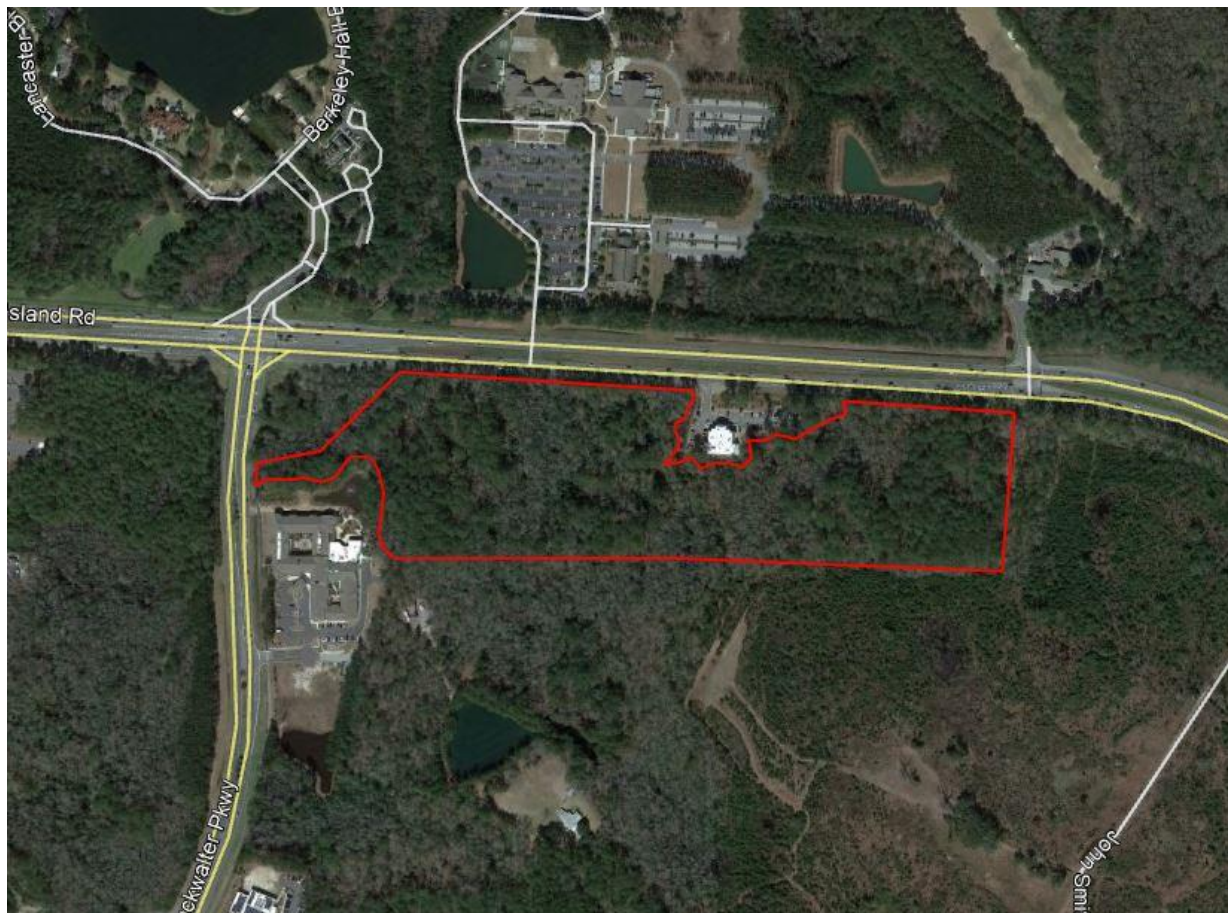
Parcel 13 – R600 021 000 0048 0000, R600 021 000 0011 0000, R600 021 000 0077 0000, R600 021 000 0076 0000, R600 021 000 0081 0000, R600 021 000 0010 0000, R600 021 000 0199 0000, R600 021 000 0009 0000, & R600 021 000 009A 0000

- Area: **63.09-Acres (Total)**
- Zoning: **Natural Preserve (T1NP)**
- On-Site Wetlands: **Minimal**
- FEMA Flood Zone: **AE, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD**
- Major Soil Group: **Wahee Fine Sandy Loam (Soil Group C/D)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **At the intersection of Highway 278 and Highway 170. Adjacent to Okatee River. Combination of 9 Beaufort County owned parcels.**



Parcel 14 – R610 022 000 0578 0000

- Area: **26.20-Acres**
- Zoning: **AgVac Forest**
- On-Site Wetlands: **Substantial**
- FEMA Flood Zone: **X**
- Major Soil Group: **Deloss Fine Sandy Loam (Soil Group B/D)**
- Property Owner: **Parcel C1 LLC**
- Notes: **Near the intersection of Highway 278 and Highway 170**

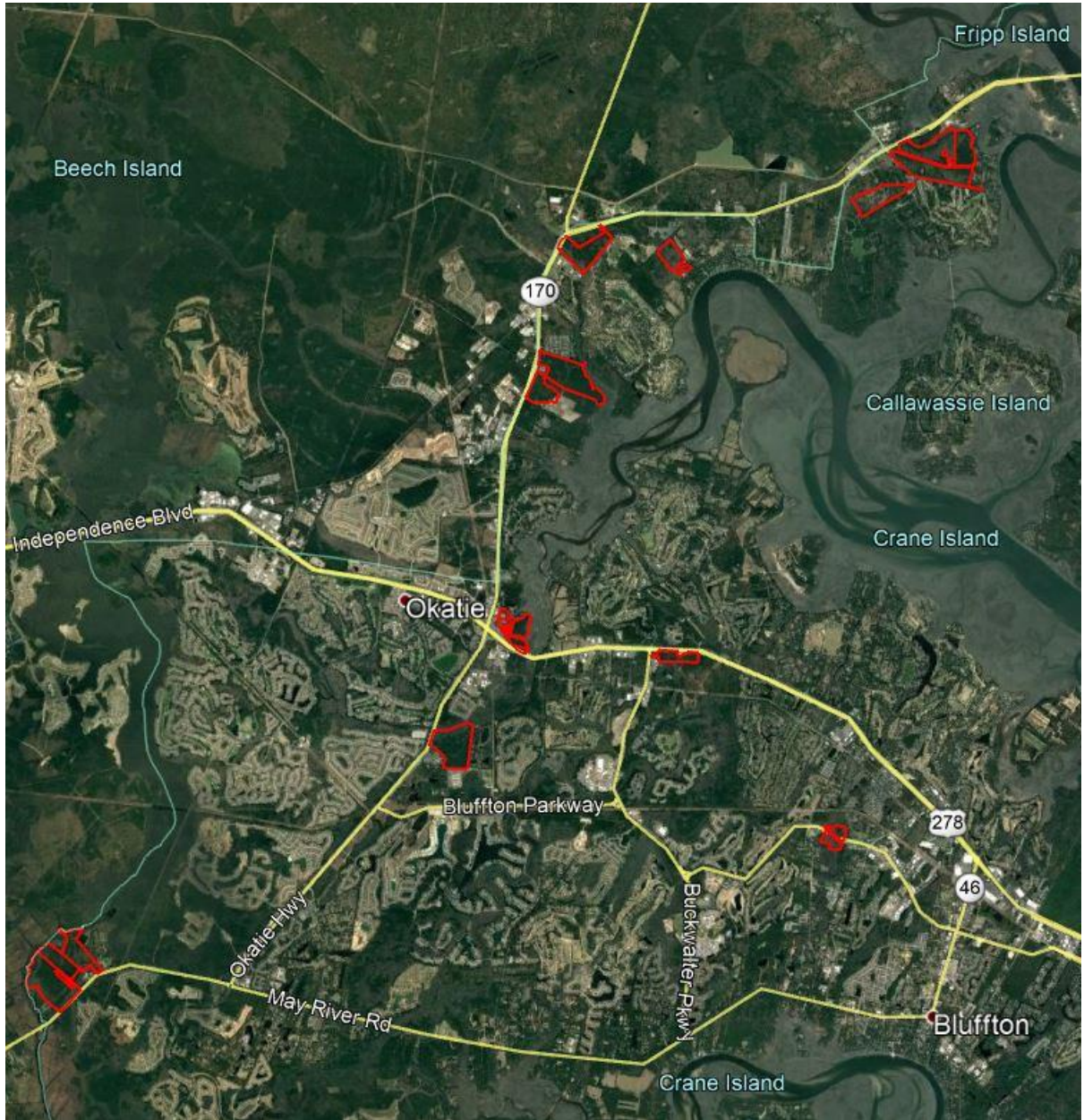


Parcel 15 – R610 031 000 0105 0000 & R610 031 000 1566 0000

- Area: **11.28-Acres & 12.91-Acres**
- Zoning: **AgVac Forest**
- On-Site Wetlands: **Approx. 95%**
- FEMA Flood Zone: **X**
- Major Soil Group: **Deloss Fine Sandy Loam (Soil Group B/D)**
- Property Owner: **BEAUFORT COUNTY**
- Notes: **Approximately 0.87-miles from Highway 278.**



Location Map Overview





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| Resolution Authorizing the County Administrator to Accept American Rescue Plan Act 2021 (ARPA) Grant funds for Hilton Head Island Airport (<i>Fiscal impact: Incoming Grant Funds - \$1,995,069</i>) |
| MEETING NAME AND DATE: |
| <i>Public Facilities Committee – February 22, 2022</i> |
| PRESENTER INFORMATION: |
| <i>Jared Fralix, Assistant County Administrator – Engineering Jon Rembold, Airports Director - Alternate (5 minutes)</i> |
| ITEM BACKGROUND: |
| On June 22, 2021, Hilton Head Island Airport became eligible for funds under the American Rescue Plan Act 2021 (Public Law 117-2) (ARPA). The purpose of these funds is to provide economic relief to airports in response to the COVID-19 pandemic. Hilton Head Island Airport has two grant opportunities: <ul style="list-style-type: none">➤ Airport Operations -\$1,900,312➤ Concessionaire Relief -\$94,757 |
| PROJECT / ITEM NARRATIVE: |
| These funds are to be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and other similar costs. These projects mentioned above will be 100% funded by these grants. |
| FISCAL IMPACT: |
| <i>The airport will receive grant funds in the amount of \$1,995,069 which fully fund both projects.</i> |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| <i>Approve Resolution Authorizing County Administrator to Accept the American Rescue Plan Act 2021 (ARPA) grant funds.</i> |
| OPTIONS FOR COMMITTEE MOTION: |
| <i>Motion to approve /deny the Resolution Authorizing the American Rescue Plan Act 2021 (ARPA) grant funds. (Next step: County Council Meeting – February 14, 2022)</i> |

RESOLUTION _____

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

WHEREAS, the Congress of the United States adopted, and the President of the United States on March 11, 2021 signed into law, the American Rescue Plan Act which includes nearly \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the corona-virus disease 2019 (COVID-19) pandemic; and

WHEREAS, to distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Rescue Grants Program (ARPA) the purpose of which is to make grants available to all airports that are part of the national airport system, including all commercial service airports, all reliever airports, and some public-owned general aviation airports affected by the COVID-19 pandemic; and

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

1. ARPA Grant Number 3-45-0030-051-2022 in the amount of \$1,900,312;
2. ARPA Grant Number 3-45-0030-052-2022 in the amount of \$94,757;
(Small Airport KZ2022) \$75,806 (Large Airport KY2022) \$18,951; and

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

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

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Clerk to Council

Sarah Brock



U.S. Department
of Transportation
Federal Aviation
Administration

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

FAA ASO-600
Atlanta Airports District
1701 Columbia Ave
Suite 220
College Park, GA 30337

Airport Rescue Grant Transmittal Letter

December 27, 2021

Mr. Eric Greenway
County Administrator
Post Office Drawer 1228
Beaufort, SC 29901

Dear Mr. Greenway:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-45-0030-051-2022 for Hilton Head Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 14, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Parks Preston

[Parks Preston \(Dec 27, 2021 14:55 EST\)](#)

Parks Preston
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**AIRPORT RESCUE GRANT
GRANT AGREEMENT**

Part I - Offer

Federal Award Offer Date December 27, 2021

Airport/Planning Area Hilton Head Airport

Airport Rescue Grant No. 3-45-0030-051-2022

Unique Entity Identifier 141608690

TO: County of Beaufort
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated November 19, 2021, for a grant of Federal funds at or associated with the Hilton Head Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Hilton Head Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Hilton Head incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,900,312, allocated as follows:

\$1,900,312 ARPA KV2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **January 14, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated December 27, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Parks Preston

Parks Preston (Dec 27, 2021 14:55 EST)

(Signature)

Parks Preston

(Typed Name)

Assistant Manager, ATL-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

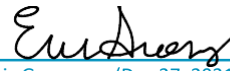
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 27, 2021

County of Beaufort

(Name of Sponsor)



Eric Greenway (Dec 27, 2021 21:04 EST)

(Signature of Sponsor's Designative Official/Representative)

By: Eric Greenway

(Type Name of Sponsor's Designative Official/Representative)

Title: County Administrator

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, W. Kurt Taylor, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at December 28, 2021

By: W. Kurt Taylor

W. Kurt Taylor (Dec 28, 2021 13:23 EST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

¹These laws do not apply to airport planning sponsors.

²These laws do not apply to private sponsors.

³Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁴Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Beaufort**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 19, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



U.S. Department
of Transportation
Federal Aviation
Administration

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

FAA ASO-600
Atlanta Airports District
1701 Columbia Ave
Suite 220
College Park, GA 30337

Concessions Rent Relief Airport Rescue Grant Agreement Transmittal Letter

December 27, 2021

Mr. Eric Greenway
County Administrator
Post Office Drawer 1228
Beaufort, SC 29901

Dear Mr. Greenway:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-45-0030-052-2022 for Hilton Head Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 14, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms, or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi invoicing System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed close-out report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Parks Preston

[Parks Preston \(Dec 27, 2021 14:48 EST\)](#)

Parks Preston
Acting Manager

Enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT AGREEMENT

PART I – OFFER

| | |
|---|--|
| Federal Award Offer Date | <u>{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}</u> |
| Airport/Planning Area | <u>Hilton Head Airport</u> |
| Concessions Rent Relief Airport Rescue Grant Number | <u>3-45-0030-052-2022</u> |
| Unique Entity Identifier | <u>141608690</u> |
| TO: | <u>County of Beaufort</u> (herein called the "Sponsor") |

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

WHEREAS, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated November 19, 2021 for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Hilton Head Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Hilton Head Airport, consisting of the following;

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates \$75,806 to in-terminal Small Airport Concessions per the ARP Act, and \$18,951 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Hilton Head Airport by legislatively prescribed category (Small

or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called “the Plan”), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor’s acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement (“Grant Agreement” or “Agreement”); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$94,757**, allocated as follows:

| | | |
|---|------|--------|
| Small Airport Concessions Set-Aside - \$75,806 | ARPA | KZ2022 |
| Large Airport Concessions Set-Aside - \$18,951 | ARPA | KY2022 |

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. The Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

b. The Budget Period:

1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Closeout and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than

120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.
4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before **January 14, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives

the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Audits for Sponsors.

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

16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

17. Ban on Texting While Driving.

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

18. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under this Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - A. Associated with performance under this Grant Agreement; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:
 - A. Gross mismanagement of a Federal grant;
 - B. Gross waste of Federal funds;
 - C. An abuse of authority relating to implementation or use of Federal funds;
 - D. A substantial and specific danger to public health or safety; or
 - E. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - A. A member of Congress or a representative of a committee of Congress;
 - B. An Inspector General;
 - C. The Government Accountability Office;
 - D. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - E. A court or grand jury;
 - F. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - G. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained and attached herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.
22. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#) is no longer effective.
23. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.
24. **Concessions Rent Relief Airport Rescue Plan.** The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan (“the Plan”) identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
25. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor’s Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than \$56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
26. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor’s Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of more than \$56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
27. **Adjustments to Proportionality among Airport Concessions.**
 - a. **Adjustments to Proportionality within Concession Set-Aside.** The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The

Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

- b. **Adjustments between Small and Large Concession Set-Asides.** The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.
28. **Sponsor Certification of Reimbursement Request.** To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.
29. **Concession's Certification of Relief Funds.** Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

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

Dated December 27, 2021

—

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Parks Preston

Parks Preston (Dec 27, 2021 14:48 EST)

(Signature)

Parks Preston

(Typed Name)

Assistant Manager, ATL-ADO

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated December 27, 2021

County of Beaufort

(Name of Sponsor)



Eric Greenway (Dec 27, 2021 21:01 EST)

(Signature of Sponsor's Designative Official/Representative)

By: Eric Greenway

(Type Name of Sponsor's Designative Official/Representative)

Title: County Administrator

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, W. Kurt Taylor, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions rent and MAG relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at December 28, 2021

By: W. Kurt Taylor

[W. Kurt Taylor \(Dec 28, 2021 13:24 EST\)](#)

(Signature of Sponsor's Attorney)

CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Concessions Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant, that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹

- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

¹These laws do not apply to airport planning sponsors.

²These laws do not apply to private sponsors.

³Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁴Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport.

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an

official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. It is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. Allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Beaufort**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| Resolution Authorizing the County Administrator to Accept American Rescue Plan Act 2021 (ARPA) Grant funds for Beaufort Executive Airport (ARW) - for the <i>(Fiscal impact: Incoming Grant Funds - \$32,000)</i> |
| MEETING NAME AND DATE: |
| <i>Public Facilities Committee – February 22, 2022</i> |
| PRESENTER INFORMATION: |
| <i>Jared Fralix, Assistant County Administrator – Engineering Jon Rembold, Airports Director - Alternate (5 minutes)</i> |
| ITEM BACKGROUND: |
| On June 22, 2021, Beaufort Executive Airport (ARW) became eligible for funds under the American Rescue Plan Act 2021 (Public Law 117-2) (ARPA). The purpose of these funds is to provide economic relief to airports in response to the COVID-19 pandemic. Beaufort Executive Airport has one grant opportunity: <ul style="list-style-type: none">➤ Airport Operations -\$32,000 |
| PROJECT / ITEM NARRATIVE: |
| These funds are to be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and other similar costs. This project mentioned above will be 100% funded by this grant. |
| FISCAL IMPACT: |
| The airport will receive grant funds in the amount of \$32,000. |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Approve Resolution Authorizing County Administrator to Accept the American Rescue Plan Act 2021 (ARPA) grant funds. |
| OPTIONS FOR COMMITTEE MOTION: |
| Motion to approve /deny the Resolution Authorizing <i>the</i> American Rescue Plan Act 2021 (ARPA) grant funds. <i>(Next step: County Council Meeting – March 14, 2022)</i> |

RESOLUTION _____

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

WHEREAS, the Congress of the United States adopted, and the President of the United States on March 11, 2021 signed into law, the American Rescue Plan Act which includes nearly \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the corona-virus disease 2019 (COVID-19) pandemic; and

WHEREAS, to distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Rescue Grants Program (ARPA) the purpose of which is to make grants available to all airports that are part of the national airport system, including all commercial service airports, all reliever airports, and some public-owned general aviation airports affected by the COVID-19 pandemic; and

WHEREAS, Beaufort County has submitted to the FAA, and the FAA has granted, the following ARPA application:

1. ARPA Grant Number 3-45-0008-018-2022 in the amount of \$32,000; and

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

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

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Clerk to Council

Sarah Brock



U.S. Department
of Transportation
Federal Aviation
Administration

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

FAA ASO-600
Atlanta Airports District
Office:
1701 Columbia Ave., Suite
220
College Park, GA 30337

Airport Rescue Grant Transmittal Letter

January 25, 2022

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

Dear Mr. Greenway:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-45-0008-018-2022 for Beaufort Exec Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 25, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script that reads "Larry F. Clark".

Larry F. Clark
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**AIRPORT RESCUE GRANT
GRANT AGREEMENT**

Part I - Offer

Federal Award Offer Date January 25, 2022

Airport/Planning Area Beaufort Exec Airport

Airport Rescue Grant No. 3-45-0008-018-2022

Unique Entity Identifier 141608690

TO: County of Beaufort
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated November 19, 2021, for a grant of Federal funds at or associated with the Beaufort Exec Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Beaufort Exec Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Beaufort Exec incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$32,000**, allocated as follows:
 - \$32,000 ARPA KW2022**
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor **on or before February 25, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated January 25, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Larry F. Clark

(Typed Name)

Manager, ATL-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated January 25, 2022

County of Beaufort

(Name of Sponsor)

Eric L. Greenway

[Eric L. Greenway \(Jan 25, 2022 14:30 EST\)](#)

(Signature of Sponsor's Designative Official/Representative)

By: Eric L. Greenway

(Type Name of Sponsor's Designative Official/Representative)

Title: County Administrator

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, W. Kurt Taylor, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at January 25, 2022

By: W. Kurt Taylor
W. Kurt Taylor (Jan 25, 2022 14:46 EST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

¹These laws do not apply to airport planning sponsors.

²These laws do not apply to private sponsors.

³Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁴Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Beaufort**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 19, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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|---|
| ITEM TITLE: |
| Resolution to accept 2022 Palmetto Pride Litter Prevention Grant Award |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, ACA-Engineering Cindy Carter, Solid Waste and Recycling Director (Alternate) (Time Needed for Item Discussion = 5 minutes) |
| ITEM BACKGROUND: |
| Beaufort County’s Solid Waste and Recycling Department applied for the 2022 Palmetto Pride Litter Prevention Grant on December 13, 2021, after County Council’s permission to apply (October 11, 2021). The grant was offered to eligible applicants (city or county governments) for anti-litter programs, including participation in a Great American Clean-Up event. |
| PROJECT / ITEM NARRATIVE: |
| The 2022 Palmetto Pride Litter Prevention Grant was awarded to Beaufort County on January 27, 2022. |
| FISCAL IMPACT: |
| All funds (\$5,000) will be spent in the calendar year 2022 toward litter removal. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommendation is to accept the award. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve /deny the recommendation of award for the 2022 Palmetto Pride Litter Prevention Grant for \$5,000. |

RESOLUTION 2022 /

A RESOLUTION TO ACCEPT THE 2022 PALMETTO PRIDE LITTER PREVENTION GRANT OF \$5,000 TO DEVELOP SUCCESSFUL ANTI-LITTER PROGRAMS AND SUPPORT THE EXISTING SOLID WASTE AND RECYCLING DEPARTMENT LITTER PROGRAM ACTIVITIES.

WHEREAS, Beaufort County Council is in good standing with Palmetto Pride [South Carolina Keep America Beautiful Affiliate] and passed APPROVAL TO APPLY for the 2022 Palmetto Pride Litter Prevention Grant application on October 11, 2021. The Department of Solid Waste and Recycling applied and was awarded the grant on January 27, 2022. This award is to be used for developing successful anti-litter programs and to enhance the Beaufort County Litter staff's removal of roadside litter in the County.

WHEREAS, the Department of Solid Waste and Recycling staff will execute the grant's requirements during the calendar year 2022 and complete all applicable reporting deadlines that are specified in the award.

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

County Council hereby approves the acceptance of the 2022 Palmetto Pride Litter Prevention Grant Award in the amount of \$5,000.

Adopted this ___ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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|---|
| ITEM TITLE: |
| Resolution to accept 2022 Palmetto Pride Keep SC Beautiful Affiliate Support Grant Award |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, ACA-Engineering Cindy Carter, Solid Waste and Recycling Director (Alternate) (Time Needed for Item Discussion = 5 minutes) |
| ITEM BACKGROUND: |
| Beaufort County’s Solid Waste and Recycling Department applied for the 2022 Palmetto Pride Keep SC Beautiful Affiliate Support Grant on November 4, 2021, after County Council’s permission to apply (October 11, 2021). The grant was offered to eligible applicants (city or county governments) for creating and maintaining successful litter reduction, waste reduction, and beautification efforts in South Carolina. |
| PROJECT / ITEM NARRATIVE: |
| The 2022 Palmetto Pride Keep SC Beautiful Affiliate Support Grant was awarded to Beaufort County on February 10, 2022. |
| FISCAL IMPACT: |
| All funds (\$5,000) will be spent in the calendar year 2022 toward the support of AAH volunteers and other litter removal efforts. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommendation is to accept the award. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve /deny the recommendation of award for the 2022 Palmetto Pride Keep SC Beautiful Affiliate Support Grant for \$5,000. |

RESOLUTION 2022 /

A RESOLUTION TO ACCEPT THE 2022 PALMETTO PRIDE KEEP SOUTH CAROLINA BEAUTIFUL AFFILIATE SUPPORT GRANT OF \$5,000 FOR CREATING AND MAINTAINING SUCCESSFUL LITTER REDUCTION, WASTE REDUCTION AND BEAUTIFICATION EFFORTS IN SOUTH CAROLINA.

WHEREAS, Beaufort County Council is in good standing with Palmetto Pride [South Carolina Keep America Beautiful Affiliate] and passed APPROVAL TO APPLY for the 2022 Palmetto Pride Affiliate Support Grant application on October 11, 2021. The Department of Solid Waste and Recycling applied and was awarded the grant on February 10, 2022. This award is to be used for creating and maintaining successful litter reduction, waste reduction, and beautification efforts in South Carolina.

WHEREAS, the Department of Solid Waste and Recycling staff will execute the grant’s requirements during the calendar year 2022 and complete all applicable reporting deadlines that are specified in the award.

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

County Council hereby approves the acceptance of the 2022 Palmetto Pride Keep South Carolina Beautiful Affiliate Support Grant Award in the amount of \$5,000.

Adopted this ___ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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| ITEM TITLE: |
| Approval to Apply – SC DHEC FY23 Grants: Solid Waste (General Recycling and Organics Recovery), Used Oil, and Waste Tire |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, ACA-Engineering Cindy Carter, Solid Waste and Recycling Director (Alternate) (Time Needed for Item Discussion = 5 minutes) |
| ITEM BACKGROUND: |
| Beaufort County’s Solid Waste and Recycling Department has historically submitted applications and been awarded grants annually through SC DHEC. Four grants are now available: Solid Waste (General Recycling and Organics Recovery), Used Oil, and Waste Tire. The maximum award for the Solid Waste Grant is \$110,000 for the recovery and recycling of organics. There is a second component award of up to \$15,000 for general recycling and outreach. The Used Oil Grant supports our Collection Center oil program is awarded based on the need of supplies, with one component of professional development opportunity. Waste Tire Grants are intended for the removal or contracting related to waste tire recycling. None of the applications require matching funds and all are reimbursable grants. |
| PROJECT / ITEM NARRATIVE: |
| The South Carolina Department of Health and Environmental Control applications open on February 7, 2022, and close on April 1, 2022. |
| FISCAL IMPACT: |
| There are no matching funds required from Beaufort County. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Approve the Solid Waste and Recycling Department to apply for FY23 SC DHEC grant opportunities for Solid Waste (General Recycling and Organics Recovery), Used Oil and Waste Tire. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve the submittal of grant applications for the 2023 SC DHEC grant cycle. Motion to deny the submittal of grant applications for the 2023 SC DHEC grant cycle. |



Office of Solid Waste Reduction and Recycling FY2023 Waste Tire Grant Grant Proposal Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting proposals from South Carolina local governments and regions for the implementation and continued operation of waste tire recycling programs.

A local government is a county, municipality, or any other political subdivision located wholly or partly within the county when such political subdivision provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

Submittal Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests will be accepted starting Monday, February 7, 2022 through 5:00 p.m. (EDT) on Friday, April 1, 2022.

Requests should be submitted in PDF or Microsoft Word format (.doc or .docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Use this application only. Applications from prior years will not be accepted.

Electronic submissions **should be emailed to** swgrants@dhec.sc.gov

Please refer to Grant Guidelines for eligibility requirements.

For additional information, please contact Stefanie Vandiver at 803-898-1354 or Richard Chesley at 803-898-1327 or email swgrants@dhec.sc.gov

NOTE: *This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the application, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all proposals received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.*

FY2023 Waste Tire Grant Program

Grant Purpose: Waste Tire Grants are to assist local governments in their responsibilities for the proper collection, transportation, management, and recycling of waste tires.

Uses for Waste Tire Grant Funding: Grant funds are intended for the removal or contracting for the removal of waste tires for processing and/or recycling, public education to promote recycling, and professional development related to waste tire recycling.

Waste Tire Grant Priorities: Grant awards will be prioritized based upon the following tiers as funding is available:

- 1: Stockpiles: Removal and recycling of waste tire stockpiles as approved and prioritized by DHEC
- 2: Contractor Costs: Recycling costs for current generation tires up to allowable shortfall limits
- 3: Public Education: Outreach activities to promote recycling of waste tires and promote reporting of illegal tire piles using the "See it, Report it" campaign
- 4: Professional Development: Travel and/or training for recycling professionals
- 5: Other Direct Costs: Material and/or equipment related to waste tire collection, transportation, and/or storage

Each county receives funding from the State Treasurer's Office on a quarterly basis for the management of waste tires. Grant funding for contractor costs is limited to the shortfall realized upon depletion of Treasurer's Office funding. Anticipated contractor costs will be calculated based on the Tire Fee Worksheet and historical data.

Proposal Frequency: Waste Tire Grant requests will be considered annually. As funding allows, quarterly proposals will be considered for the management of newly identified stockpiles or for unanticipated shortfalls in county funding for the management of current generation tires.

Review and Award Process: Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Funding recommendations will be made to the State Waste Tire Committee (WTC), which will submit recommendations to the State Solid Waste Advisory Council (SWAC) for final approval. Grant offers will be made in writing to the applicants. All grant awards will have an ending date of June 30, 2023.

Guidelines

FY2023 Waste Tire Grant Program

1. The Office will accept electronic requests starting Monday, February 7, 2022 through 5:00 p.m. (EDT) on Friday, April 1, 2022. Proposals received after the deadline will not be considered. Faxed or incomplete grant proposals will not be considered. If electronic submission presents a problem, please contact the Office for other available options.
2. Waste Tire Grants are made available to any local government or region in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC a regional solid waste management plan; or, any eligible local government that applies on behalf of an informal region comprised of eligible local governments provided they include a signed Memorandum of Agreement between the local governments designating them to administer the funds.
3. Grants shall not be provided to any local government or region that does not demonstrate a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.
4. Local governments must have submitted the appropriate reports as required by the S.C. Solid Waste Policy and Management Act of 1991, to include a complete Solid Waste Management Plan, an annual solid waste management progress report and full cost disclosure documentation.
5. Grants will not be provided for projects that are not consistent with the state or local solid waste management plan.
6. Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Funding recommendations will be made to the WTC, which will submit recommendations to the SWAC for final approval. Grant offers will be made in writing to the applicants.
7. Within thirty (30) days of notification by the SWAC as to the disposition of a party's grant proposal, the party may submit a written request to the SWAC for a review of the original grant decision. Within forty-five (45) days of the original grant decision, the Office will inform the appealing party of the hearing date, place, and time. Within sixty (60) days of the original decision, the SWAC will render a final decision.
8. All grants awarded will have an ending date of June 30, 2023.
9. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
10. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with all federal, state and local regulations.
11. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
12. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.
13. Tires managed under the grant program may include tires accepted from verified automobile dismantlers. Transportation costs for the delivery of automobile dismantler tires to the county's approved facility will not be paid with grant funds.
14. The Waste Tire Grant funds are intended for the removal of or contracting for the removal of waste tires for processing or recycling. Specific items that may be requested include:

- a. Contract costs for the collection, transportation, processing, and/or recycling of waste tires. Awards are limited to the funding shortfall as calculated using the Tire Fee Worksheet. Municipalities will not be awarded contract costs except as approved for stockpile remediation or as specifically approved by DHEC.
 - b. Public education funding to promote recycling of waste tires. Award amounts are limited by population.
 - c. Up to \$750 may be requested for the recycling coordinator or other solid waste management personnel to attend conferences or seminars related to waste tire recycling. State limits are imposed for hotel costs, meals, and mileage.
 - d. Other direct costs associated with the collection, transportation, processing, and/or recycling of waste tires. Other direct cost items will not be considered if not fully described in the proposal.
15. All equipment purchases or facility construction projects will be reviewed on a cost-per-unit basis. Grantees must document:
- a. All costs associated with the project,
 - b. Estimates of the number of tires associated with the project, and
 - c. An evaluation of these costs over the life of the project.
16. Grantees shall ensure that all waste tires hauled to or from their facilities are hauled only by registered waste tire haulers, and that all waste tires hauled from their facilities are delivered only to DHEC approved or permitted waste tire recycling facilities.
17. Grant funds for the cleanup of stockpiles on private property will be considered only after other remediation efforts have been exhausted and as approved by DHEC. Stockpiled tires must be clearly documented on site maps and submitted with the proposal. Estimates of the number of tires must be included.
18. The evaluation of Waste Tire Grant proposals will include a review of the status of all county tire fee receipts. Documentation of all tire fee receipts should be made available to the Office with the proposal form. This is to include the current balance of the State Treasurer's Office quarterly tire distribution fund, past expenditures from that fund, planned expenditures from that fund, and any tire fees collected by the Applicant at landfills or other collection points.
19. Grant awards will be prioritized based upon the following tiers as funding is available:
- a. Removal of illegally stockpiled tires as approved by DHEC.
 - b. Contractor costs for the removal and recycling of tires accepted from county residents, businesses, and automobile dismantlers as verified by DHEC. Municipalities are not eligible for contractor costs under the grant. A list of verified dismantlers is available from the Office.
 - c. Public education to promote recycling of waste tires.
 - d. Professional development of county/city staff.
 - e. Other direct costs.
20. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to, activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
21. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

FY2023 Waste Tire Grant Proposal

Proposal Requirements

Responses to the items below will be used to assign point values to all proposals. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 17 and addressed in numerical order. Incomplete proposals will not be considered.

Regions must answer on behalf of each individual county.

General Information (Questions 1- 2)

1. Provide local government name.
2. Provide names, addresses, phone numbers, and email addresses for the project manager, finance director, and authorized representative (i.e. county manager or administrator).

Education/Outreach Description (Questions 3 – 4)

Point Value: 0 to 10

3. Detail your education/outreach activities to promote waste tire recycling.
 - a. Provide an overview of the education/outreach activities that will be used to promote recycling of waste tires in your service area.
 - b. Specify amount requested for public education, not to exceed the maximum amounts listed below.
 - Population < 50,000: Maximum award \$2,000
 - Population 50,000 to 100,000: Maximum award \$3,000
 - Population > 100,000: Maximum award \$4,000

Reminder: DHEC will specify in the grant instrument an amount awarded for educational activities. Approval for individual items (e.g. brochures, ads, apps) will not be granted until after the grant award has been made, and must be requested in writing using the DHEC approval form, DHEC 2082. Publication, distribution and production may not be initiated until specifically approved by DHEC.

4. Specify amount requested for professional development, not to exceed \$750. Reminder: All professional development must be pre-approved prior to travel.

Program Description (Questions 5 – 10)**Point Value: 0 to 50**

5. Detail your county policy for accepting tires from county residents.
 - a. Identify the locations where tires are accepted.
 - b. Explain what fees are charged, and explain when and how fees are waived.
 - c. Provide tonnage estimates projected for FY23.
 - d. Identify where and by whom the tires will be hauled, processed and recycled.
6. Detail your county policy for accepting tires generated by in-county retailers of new tires.
 - a. Identify the locations where tires are accepted from retailers.
 - b. Explain what fees are charged, and when and how fees are waived. Describe required documentation (e.g., ST-390s, canceled checks, etc.).
 - c. Provide tonnage estimates projected for FY23.
 - d. Identify where and by whom the tires will be hauled, processed and recycled.
7. Detail your county policy for accepting tires generated by in-county automobile dismantlers.
 - a. Identify the locations where tires are accepted from auto dismantlers.
 - b. Explain what fees are charged, and when and how fees are waived. Describe required documentation (e.g., AD forms 1 and 2, etc.).
 - c. Provide tonnage estimates projected for FY23.
 - d. Identify where and by whom the tires will be hauled, processed, and recycled.
8. Detail your county policy for accepting tires generated by used tire dealers.
 - a. Identify the locations where tires are accepted.
 - b. Explain what fees are charged, and when and how fees are waived.
 - c. Provide tonnage estimates projected for FY23.
 - d. Identify where and by whom the tires will be hauled, processed, and recycled.
9. Detail your county policy for accepting tires generated by other entities, including those generated outside of the county.
 - a. Identify the locations where tires are accepted.
 - b. Explain what fees are charged, and when and how fees are waived.
 - c. Provide tonnage estimates projected for FY23.
 - d. Identify where and by whom the tires will be hauled, processed, and recycled.
10. Please indicate source(s) of County fee and tire acceptance policies (e.g., Public Works Division Internal Policy, county Solid Waste Management Plan, county ordinance, etc.). **Include a copy of your county's tire acceptance policy with this application.**

Stockpile Prevention (Question 11)**Point Value: 0 to 15**

11. Describe your county policies and practices for preventing, identifying, and managing illegal tire stockpiles.

Budget/Cost Justification (Questions 11-16)**Point Value: 0 to 20**

12. Describe your current contract(s) for recycling waste tires, or if no contract is in place, provide a description of how a contract would be solicited and awarded. Please include name of vendor and contract rate for each type of tire.
13. If transportation is handled separately from recycling, provide a description of your current contract(s) for transportation of waste tires; if no contract is in place, provide a description of how a contract would be solicited and awarded.

14. Specify amount requested for contractor costs to manage current generation tires, as calculated using the attached Tire Fee Worksheet. Contract costs will not be considered if the worksheet is not completed and provided with the funding request. "Current generation" tires are those generated by county residents or businesses on an ongoing basis. Current generation expenses may be requested by county governments only.
15. Specify amount requested for stockpile remediation (prior referral needed).
16. Specify amount requested for other direct costs. Include a detailed description of all goods and services requested. Requests lacking a clear detailed description will not be funded. Include descriptive literature and/or photos as applicable. (The Office does not anticipate awarding other direct costs in the fy2023 grant cycle.)

Budget/Cost Justification (Question 17)**Point Value: 0 to 5**

17. Provide a detailed budget with individual costs detailed for each item requested above.

**TIRE FEE WORKSHEET
(COUNTY GOVERNMENTS ONLY)**

| | | | | |
|--|---|---------------------|-------------------------|-------------------------|
| Applicant: | | Tire Hauler: | | |
| Tons passenger tires managed annually: | | Tire Recycler: | | |
| Tons commercial truck/bus tires managed annually: | | | | |
| Current balance of state Treasurer's Office quarterly tire disbursement fund: | | | | |
| | | FY21 Actual | FY22 Anticipated | FY23 Anticipated |
| Current Generation: | A.) Total tons managed | | | |
| | B.) Contracted rate/ton for removal/recycling | \$ | \$ | \$ |
| | C.) Total Cost (A x B) | \$ | \$ | \$ |
| Stockpile Clean-ups: | D.) Total tons managed | | | |
| | E.) Contracted rate/ton for removal/recycling | \$ | \$ | \$ |
| | F.) Total Cost (D x E) | \$ | \$ | \$ |
| Automobile Dismantler: | G.) Total tons managed | | | |
| | H.) Contracted rate/ton for removal/recycling | \$ | \$ | \$ |
| | I.) Total Cost (G x H) | \$ | \$ | \$ |
| Revenues: | J.) Treasurer's Office Disbursement | \$ | \$ | \$ |
| | K.) Tipping Fees for Waste Tires | \$ | \$ | \$ |
| | L.) Revenue from other sources | \$ | \$ | \$ |
| | M.) Total Revenues (J + K + L) | \$ | \$ | \$ |
| Calculate your anticipated shortfall amount using the numbers from FY23 Anticipated column above: | | | | |
| Total anticipated cost for FY23 (C + F + I): | | | | \$ |
| Less: Total anticipated Revenues for FY23 (M): | | | | \$ |
| Anticipated Shortfall: | | | | |
| *Contractor costs requested cannot exceed this amount. | | | | \$* |



Office of Solid Waste Reduction and Recycling
FY2023 Used Oil Grant
Grant Proposal Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting proposals from South Carolina local governments and regions for the collection, transportation and recycling of used motor oil and related items accepted from do-it-yourself oil collection activities.

A local government is a county, any municipality located wholly or partly within the county, and any other political subdivision located wholly or partly within the county when such political subdivision provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

Submittal Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests will be accepted starting Monday, February 7, 2022 through 5:00 p.m. (EDT) on Friday, April 1, 2022.

Requests should be submitted in PDF or Microsoft Word format (.doc or .docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Use this application only. Applications from prior years will not be accepted.

Electronic submissions **should be emailed to** swgrants@dhec.sc.gov

Please refer to the enclosed Grant Guidelines for eligibility requirements.

For additional information, please contact Woody Barnes at 803-898-1345 or Richard Chesley at 803-898-1327 or email swgrants@dhec.sc.gov

NOTE: *This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the application, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all proposals received as a result of this offering, or to cancel in part or in its entirety, this offering if it is in the best interest of the State to do so.*

Grant Purpose: The purpose of the Used Oil Grant is to assist local governments with the collection, transportation and recycling of used motor oil and related items accepted from do-it-yourself oil collection activities. “Related items” refers to such material as motor oil bottles and used oil filters. Used Oil Grants are made available to local governments in accordance with the eligibility requirements outlined in the Grant Guidelines.

Uses for Used Oil Grant Funding: Grant funding may be requested for the establishment and continued operation of used oil collection and recycling programs that accept used motor oil and related items from household do-it-yourself oil changers. Funding priorities are outlined below.

Review and Award Process: Used Oil Grant proposals will be considered annually. Proposals are reviewed and assigned points based on responses to the questions in the proposal instructions. Grant proposals will be ranked and funding recommendations made to the State Solid Waste Advisory Council (SWAC) for final approval. Grant offers will be made in writing to the applicants. All grant awards will have an ending date of June 30, 2023.

Used Oil Grant Priorities: Grant awards will be prioritized based upon the following tiers as funding is available.

1. New oil collection centers and/or oil and oil filter recycling.

Equipment and supplies for the establishment and operation of new used oil collection centers and contract costs for oil and oil filter recycling. Examples: Tanks for the collection of used motor oil, oil/gas mixtures, and farmer oil; carport covers and pads to house collection and storage equipment; drums and drum covers or other collection containers for used oil filter and bottle collection; and, supplies such as oil dry, spill kits, socks, drum liners, signs, decals, and funnels. Used oil and oil filter collection is not to exceed the State Contract price.

2. Equipment and supplies directly related to the continued operation or the expansion of existing used oil collection centers. Examples: Replacement or supplemental tanks for the collection of used motor oil, oil/gas mixtures, and farmer oil; carport covers and pads to house collection and storage equipment; drums and drum covers or other collection containers for used oil filter and bottle collection; and, supplies such as oil dry, spill kits, socks, drum liners, signs, decals, and funnels.

3. Public education and professional development.

DHEC will specify in the grant instrument the amount awarded for educational activities. Limits for public information/education projects are based on population and are described in #4 of the Proposal Requirements. Approval for individual items (e.g. brochures, ads, apps) will only be given after the grant has been awarded, and must be requested in writing with form DHEC 2082. Publication, distribution and production may not be initiated without specific approval by DHEC. Costs for professional development activities, such as travel to trainings or conferences, may be requested up to \$750. Professional development must be for designated representatives and approved in writing by the Office prior to travel.

4. Site preparations for the establishment of new, or for the expansion of existing, recycling centers that include collection of used motor oil and related products.

Awards for site preparation are limited to ⅓ of the total cost for items not directly related to collection of motor oil and related materials. Examples: Grading, paving, fencing, lighting, and attendants' buildings.

5. Other direct or indirect costs associated with the collection of used motor oil and related products. Examples: Used oil heaters, loading docks, buildings, and vehicles.

Guidelines
FY2023 Used Oil Grant Program

1. The Office will accept electronic requests starting Monday, February 5, 2022 through 5:00 p.m. (EDT) on Friday, April 1, 2022. Proposals received after the deadline will not be considered. Faxed or incomplete grant proposals will not be considered. If electronic submission presents a problem, please contact the Office for other available options.
2. Used Oil Grants are made available to any local government or region in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC a regional solid waste management plan; or, any eligible local government or region that applies on behalf of an informal region comprised of eligible local governments provided they include a signed Memorandum of Agreement between the local governments designating them to administer the funds.
3. Grants shall not be provided to any local government or region that does not demonstrate a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.
4. Local governments and regions must have submitted the appropriate reports as required by of the S.C. Solid Waste Policy and Management Act of 1991, to include a complete Solid Waste Management Plan, an annual solid waste management progress report, and full cost disclosure documentation.
5. Grants will not be provided for projects that are not consistent with the state or local county solid waste management plan.
6. Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Grant requests will be ranked and funding recommendations made to the SWAC for final approval. Grant offers will be made in writing to the applicants.
7. Within 30 days of notification by the SWAC as to the disposition of a party's grant proposal, the party may submit a written request to the SWAC for a review of the original grant decision. Within 45 days of the original grant decision, the Office will inform the appealing party of the hearing date, place and time. Within 60 days of the original grant decision, the SWAC shall render a final decision.
8. All grants awarded will have an ending date of June 30, 2023.
9. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
10. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with all federal, state, and local regulations.
11. The grantees shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
12. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.
13. Used Oil Grant Funds are intended for the establishment, expansion, and continued operation of used motor oil collection programs for do-it-yourself oil changers. This is to include programs related to the collection of used motor oil, oil filters, oil bottles, and oil/gas mixtures.
14. The Used Oil Grant Program is a competitive grant program and award amounts will be based on need. The amount awarded for the educational component will be limited by population.

15. Grantees that own or operate used oil collection centers must ensure that their used oil is transported by transporters who have obtained an EPA identification number and a registration from DHEC. Item 17.
16. The grantee will be responsible for ensuring that used oil transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and/or oil bottles collected under this grant are recycled.
17. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of S.C. Regulation 61-107.279.
18. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.
19. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls, or similar structures and (b) a floor. The floor must cover the entire area within the dikes, berms, or retaining walls. On some tanks, the secondary containment may be a feature of the tank.
20. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.
21. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks, and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.
22. Grantees that own or operate used oil collection facilities must notify DHEC in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters, or used oil bottles.
23. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to, activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
24. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

Proposal Requirements

Responses to the items below will be used to assign point values to the proposal. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 6 and addressed in numerical order. Incomplete proposals will not be considered.

Regions must answer on behalf of each individual county.

General Information (Questions 1-2)

1. Provide local government name.
2. Provide names, addresses, phone numbers, and e-mail addresses for the project manager, finance director, and authorized representative (i.e. city/county manager or administrator).

**Program Description
Point Value: (0 to 15)**

3. Describe your current motor oil collection program:
List and/or map of all sites at which used oil, farmer oil, gas/oil mixtures, oil filters, and oil bottles are collected. Include any equipment located at these sites, such as carport covers, concrete pads, bottle/filter drums, drain racks, etc. Include any proposed sites being developed.

**Education/Outreach Description
Point Value: (0 to 15)**

4. Describe the outreach and education efforts that will be used in the coming year to promote the recycling, including the recycling of used motor oil and related materials, in your service area.
 - a. Describe the activities and materials that will be used to promote oil recycling.
 - b. Specify amount requested for public education, not to exceed the maximum amounts listed below:
 Population < 50,000: Maximum award \$2,000
 Population 50,000 to 100,000: Maximum award \$3,000
 Population > 100,000: Maximum award \$4,000

Reminder: DHEC will specify in the grant instrument an amount awarded for educational activities. Approval for individual items (e.g. brochures, ads, apps) will not be granted until after the grant award has been made, and must be requested in writing using the DHEC approval form, DHEC 2082. Publication, distribution and production may not be initiated until specifically approved by DHEC.

5. Describe the funding needed to continue, expand, or improve your oil collection program; number each item according to the outline below:
- a. Describe request for equipment and supplies: (e.g., boxes, bags, cement pads, used oil collection tank, gas/oil mixture collection tank, farmer oil collection tank, oil bottle containers, oil filter containers, carport covers, oil drain pans, signs, and waste oil heaters).
 - (1) Provide a complete description of items requested.
 - (2) Specify amount requested for each piece of equipment/supplies: \$
 - (3) Identify location where equipment is to be placed.
 - (4) Attach descriptive literature, brochures, photos of equipment requested, etc.
 - b. Describe request for contract services: (used oil and/or filter collection)
 - (1) Include a complete description of the service.
 - (2) Identify the location(s) to be serviced and the number of units/pick-ups.
 - (3) Specify amount requested for contract services: \$
 - (4) If not using the State Contract, please explain your plans.
 - c. Describe request for site preparation funding: (e.g., clearing, fencing or paving for oil collection sites, or up to one-third of non-oil related site prep costs; if building a new site, include a copy of the deed or lease).
 - (1) Include a description of proposed work, including who will perform the work.
 - (2) Specify amount requested for site preparation: \$
 - (3) Identify the location of the proposed site, including a map and address for all sites.
 - (4) Describe the property ownership (leased, owned, in negotiation, etc.)
 - d. Specify amount requested for professional development: \$
Request is not to exceed \$750.00
Reminder: All professional development must be pre-approved by the Office prior to travel.
 - e. Describe request for other direct costs:
 - (1) Specify the amount being requested: \$
 - (2) Provide a detailed explanation of the item(s) or service(s) being requested. Requests lacking a clear, detailed description will not be funded.
 - (3) Provide a detailed explanation of how the item or service will enhance your used oil collection program.
 - (4) Include any appropriate literature, brochures, or photos.

Budget/Cost Justification
Point Value: (0 to 10)

6. Provide a detailed budget with individual costs detailed for each item requested in numbers 4 and 5 above. Include total dollar amount requested.



Office of Solid Waste Reduction and Recycling FY2023 Solid Waste Reduction & Recycling Grant Grant Proposal Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting proposals from South Carolina local governments and regions for the implementation or expansion of waste reduction and/or recycling projects.

A local government is a county, municipality, or any other political subdivision located wholly or partly within the county when such political subdivision provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

Submittal Instructions

Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.

Requests will be accepted starting Monday, February 7, 2022 through 5:00 p.m. (EDT) on Friday, April 1, 2022.

Requests should be submitted in PDF or Microsoft Word format (.doc or .docx).

Requests received after the deadline will not be considered.

Incomplete submissions will not be considered. All questions must be thoroughly answered.

Faxed copies will not be considered.

Use this application only. Applications from previous years will not be accepted.

Electronic submissions **should be emailed to** swgrants@dhec.sc.gov

Please refer to the enclosed Grant Guidelines for eligibility requirements.

For additional information, please contact Alex Miller at 803-898-1324 or Richard Chesley at 803-898-1327 or email swgrants@dhec.sc.gov

NOTE: *This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the proposal, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all proposals received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.*

Grant Purpose:

The purpose of the Solid Waste Reduction and Recycling Grant program is to assist local governments and regions in their efforts to achieve the recommended state municipal solid waste (MSW) recycling goal of 40 percent and achieve the recommended MSW disposal goal of 3.25 lbs. or less per person per day. Grant awards are anticipated in two grant programs. Local governments may apply for one or both grant awards:

1. General Recycling Solid Waste Grant.

A general recycling and outreach/education grant is offered for residential or commercial projects that support recycling; efforts directed at decreasing contamination of residential recyclables; and/or, residential and backyard composting. The general recycling grant will have maximum awards up to \$15,000 per local government, where funds allocated for outreach/education of this total will not exceed \$5,000.

2. Organics Recovery and Recycling Grant.

A very competitive and innovative organics recovery and recycling grant will be offered. The Department will award up to two organics recovery and recycling grants based on the quality of the application. The organics recovery and recycling grant will have a maximum award of up to \$110,000 total. A maximum of two proposals may be awarded.

Grant Conditions:

- All outreach/education materials must make use of the **Recycle Right SC** or **Don't Waste Food SC educational** campaigns.
- The evaluation of general recycling grant proposals will give special consideration to new programs, new or innovative projects, or projects that expand existing programs.
- Organics recovery and recycling funds will be awarded on a competitive basis to applicants that demonstrate a plan consistent with the grant goal. The evaluation of organics recovery and recycling grant proposals will give special consideration to new or innovative projects. To be eligible, applicants must attend the Office's grants workshop.
- Recurring expenses, indirect costs, professional development, and prizes or giveaways will not be considered.

Review and Award Process:

- Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions.
- Grant requests will be ranked, and funding recommendations made to the State Solid Waste Advisory Council (SWAC) for final approval.
- Grant offers will be made in writing to the applicants.
- All grant awards will have an ending date of June 30, 2023.

Reminders:

- The DHEC grant instrument will specify an award amount for education materials, but approval for individual items will not be made until after the grant has been awarded.
- Specific items and materials must be requested in writing, using the DHEC 2082 approval form.
- Publication, distribution, and production of educational materials may not be initiated until specifically approved by DHEC.

Guidelines

FY2023 Solid Waste Reduction and Recycling Grant Program

Item 17.

1. The Office will accept electronic requests starting Monday, February 7, 2022 through 5:00 p.m. (EDT) on Friday, April 1, 2022. Proposals received after the deadline will not be considered. Faxed or incomplete grant proposals will not be considered. If electronic submission presents a problem, please contact the Office for other available options.
2. Solid Waste Reduction and Recycling Grants are made available to any local government in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC, a regional solid waste management plan; or any eligible local government that applies on behalf of an informal region comprised of eligible local governments, provided they include a signed Memorandum of Agreement between the local governments designating them to administer funds.
3. Grants shall not be provided to any local government or region that has not demonstrated a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.
4. Local governments must have submitted the appropriate reports as required by the S.C. Solid Waste Policy and Management Act of 1991, to include a complete solid waste management plan, an annual solid waste management progress report, and full-cost disclosure documentation.
5. Grants will not be provided for projects that are not consistent with the state or local county solid waste management plan.
6. Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Grant requests will be ranked, and funding recommendations made to the SWAC for final approval. Grant offers will be made in writing to the applicants.
7. Within thirty (30) days of notification by the SWAC as to the disposition of a party's grant proposal, the party may submit a written request to the SWAC for a review of the original grant decision. Within forty-five (45) days of the original grant decision, the Office will inform the appealing party of the hearing date, place, and time. Within sixty (60) days of the original grant decision, the SWAC shall render a final decision.
8. All grant awards will have an ending date of June 30, 2023.
9. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.
10. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with federal, state, and local regulations.
11. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
12. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.
13. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to, activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.
14. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.

1. General Recycling Grant Proposal Instructions

Project Goal: To assist local governments and regions in their efforts to achieve the recommended state municipal solid waste (MSW) recycling goal of 40% and achieve the recommended MSW disposal goal of 3.25 lbs. or less per person per day.

Anticipated Awards: Not to exceed \$15,000 per local government, where funds allocated for outreach/education of this total will not exceed \$5,000.

Expenses Considered: The purchase of equipment, educational materials, and items necessary to support the project or activity; performance of site preparation; and development and/or implementation of promotional/educational programs to support recycling, waste reduction, and composting in schools, homes, and businesses.

Expenses Not Considered Include: Recurring expenses, such as permanent personnel costs and indirect costs; professional development; and prizes or giveaways.

Responses to the items below will be used to assign point values to all proposals. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 17 and addressed in numerical order. Incomplete proposals will not be considered.

General Information

1. Provide local government name.
2. Provide names, addresses, phone numbers, and email addresses for the project manager, finance director, and authorized representative (i.e. city/county manager or administrator).

Project Description Point Value: 0 to 35

3. Describe the overall project for which grant funds are requested.
4. Identify the targeted commodity/commodities (e.g., glass, cardboard, electronics, etc.)
5. Describe the targeted source(s) of the materials (e.g., residences, schools, businesses, multi-family housing, commercial, institutions, government offices/agencies, etc.)
6. Is this project in the planning, implementation, or assessment stage?
7. Describe how the materials identified are currently being collected, transported, stored, and marketed.
8. Describe any changes to how the materials identified will be collected, transported, stored, and marketed upon full implementation of the grant project.
9. Detail the potential vendors to whom recyclables will be marketed.
10. Describe all outreach/educational activities that will be undertaken to promote the project.

Program Benefit Point Value: 0 to 40

11. Describe the amount of targeted material currently being collected from the targeted source.
12. Describe the estimated increase or improvement expected as a result of the grant.
13. Explain how you arrived at this estimate.

Regionalization Point Value: 0 to 10

14. If this is a regional application, please describe all parties and explain the activities for which each party will be responsible.
15. If this is a regional application, provide a breakdown by local government of the estimates provided in numbers 11 and 12 above.

Budget/Cost Justification Point Value: 0 to 15

16. Provide a detailed budget for the project, including cost estimates for each item for which funding is being requested. Include photos or descriptive literature as available.
17. Describe any shortfalls for which grant funding will not be adequate and explain how any additional funding will be secured. Include matching funds, in-kind contributions, and sponsored contributions/grants from other sources.

2. Organics Recovery and Recycling Grant Proposal Instructions

Item 17.

Project Goal: To increase the recovery of organic material (e.g., food waste, yard trimmings, cooking oil) through implementation of a new program or enhancement of an existing program designed to divert organics to the landfill. Any education/outreach materials associated with the project must be approved by the Office prior to production.

Expenses Considered: Construction, renovation, or expansion of facilities, equipment, and/or supplies to increase recovery of organic material; education/outreach material to promote and communicate the project to the community; first year of contractor costs.

Expenses Not Considered Include: Recurring expenses (e.g., permanent personnel costs and indirect costs, professional development, and prizes or giveaways).

Anticipated Awards: The Office anticipates awards not to exceed \$110,000 total for awarded proposals with a maximum of two proposals may be awarded.

Responses to the items below will be used to assign point values to all proposals. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 14 and addressed in numerical order. Incomplete proposals will not be considered.

General Information

1. Provide local government name.
2. Provide names, addresses, phone numbers, and email addresses for the project manager, finance director, and authorized representative (i.e. county manager or administrator).

Project Description

Point Value: 0 to 50

3. Provide a detailed description of the project for which grant funding is requested.
4. Describe the specific items for which grant funding is being requested.
5. Identify the target audience and describe how the project will be communicated to the target audience (e.g., education/outreach).
6. Provide a projected implementation timeline of the project.
7. List community partners, if any, which will be involved.

Project Benefit

Point Value: 0 to 25

8. Explain how the project will benefit the community, increase the quantity of recovered organics, and/or otherwise impact the efficiencies of your program.
9. Describe how the proposed project makes use of existing infrastructure and complements or improves existing programs.
10. Describe how the project will continue beyond the grant.

Regionalization

Point Value: 0-10

11. If this is a regional application, please describe all parties and explain the activities for which each party will be responsible.
12. If this is a regional application, please explain how efficiencies will be achieved through a regional approach.

Budget/Cost Justification

Point Value: 0-15

13. Provide a detailed budget for the project, including cost estimates for each item for which funding is being requested. Include photos or descriptive literature as available.
14. Describe any shortfalls for which grant funding will not be adequate and explain how any additional funding will be secured. Include matching funds, in-kind contributions, and sponsored contributions/grants from other sources.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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|---|
| ITEM TITLE: |
| Solid Waste and Recycling Compost Campaign Spring 2022 |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Victoria Hoffman, Solid Waste and Recycling, Recycling Coordinator (Time Needed for Item Discussion = 10 minutes) |
| ITEM BACKGROUND: |
| Beaufort County’s Solid Waste and Recycling Department received a South Carolina Department of Health and Environmental Control Solid Waste Grant, in fiscal year 15. 07 SW 15 Modification supplied Beaufort County with 200 compost bins. The initial grant was the seed for a sustainable program. Since that time, the Department has sold bins for (\$50 each) - just enough to cover replacement costs. Citizens are provided with instructional educational material to successfully compost residential yard items (grass clippings, leaves, etc.) and various food wastes from the kitchen, that can be returned to their gardens and flowerbeds for nutrients while removing those items from the landfilled waste stream. |
| PROJECT / ITEM NARRATIVE: |
| Information only. A reminder of our existing program and a preview of the Spring 2022 Compost Campaign. |
| FISCAL IMPACT: |
| All proceeds are collected in the Special Revenue account for SC DHEC grants and are used to keep this program sustainable. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Information only |
| OPTIONS FOR COUNCIL MOTION: |
| Information only |

Backyard Composting Beaufort County, SC

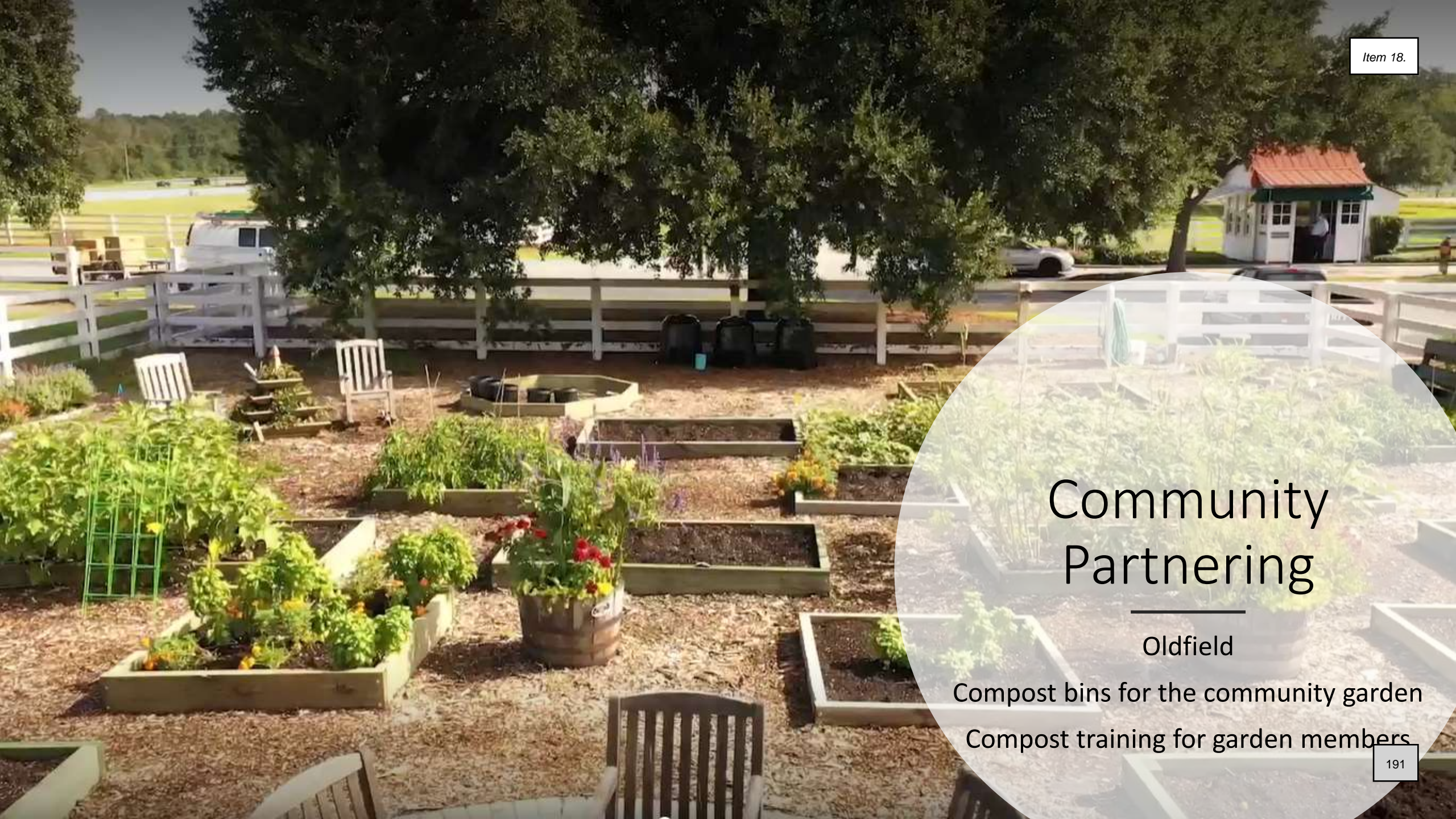
Department of Solid Waste
& Recycling

February 2022



Why divert waste?

- In SC 30% of landfilled waste is comprised of food waste & yard debris
- FY21 \$241,609.60 cost to dispose of yard debris
- → potentially money can be saved by diverting yard/food waste



Community Partnering

Oldfield

Compost bins for the community garden

Compost training for garden members

Education & Outreach

- [Composting Tutorial](#)
- SC DHEC Don't Waste Food SC- featured Beaufort County as an ambassador 01/07/2022
- Carolina Recycling Association 2022 Spring conference-invited to present on outreach tool
- Sharing tutorial online (100+ views on YouTube channel)
 - Schools & other interested communities of Beaufort County
- Green Talks series at Beaufort County libraries



Get a compost bin dirt cheap.



- 2015 DHEC provided 200 bins, the program has been sustainable-have reordered twice
- Continuing efforts for compost bin sales

Beaufort County Solid Waste and Recycling is offering The Earth Machine compost bins dirt cheap – only \$50 per container. That's 50% off!

How can you get a compost bin?

For questions or to order a bin, please email victoria.hoffman@bcgov.net or visit beaufortcountysc.gov/solid-waste-and-recycle.

The Earth Machine compost bin includes:

- An 80-gallon capacity drum;
- Easy-snap assembly;
- Vertical and horizontal vents;
- A twist-locking lid;
- A harvest door for easy compost removal; and
- Durable components made from recycled material that are BPA free.

FUNDED BY



NOTE: Bins are provided at this discounted price through a grant from the S.C. Department of Health and Environmental Control.

Benefits of Backyard Composting

- Composting diverts organic waste from landfills. About 30 percent of South Carolina's waste comes from yard trimmings.
- Compost can improve soil and prevent erosion.
- Backyard compost can help you save money by reducing the need for fertilizer.
- Compost improves moisture retention in soil which saves water.
- Compost is rich in nutrients which can be used in gardens, lawns and flower beds.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
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| ITEM TITLE: |
| Recommendation for eminent domain for a portion of parcels R600 039 000 130A and R600 039 000 1704 to install the 2018 One Cent Sales Tax project Bluffton Parkway Pathway Extension. |
| MEETING NAME AND DATE: |
| Public Facilities Committee – February 22, 2022 |
| PRESENTER INFORMATION: |
| Jared Fralix, Assistant County Administrator – Engineering Brittane Fields, CIP Coordinator (Alternate) (5 mins) |
| ITEM BACKGROUND: |
| Bluffton Parkway Pathway Extension is an 8’ shared use path connecting existing pathway on Bluffton Parkway to the existing sidewalk on Bluffton Road. As per the Intergovernmental Agreement with SCDOT, the 2018 Sales Tax Program has complied with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended, to obtain right of way to install the pathway. |
| PROJECT / ITEM NARRATIVE: |
| The owner of the parcels requested \$226,568 for property value and \$130,000-\$150,000 for fill dirt and subsurface drainage totaling up to \$379,568. The County obtained appraisals for parcel R600 039 000 130A from A.R. Martin for permanent right of way with permissions for a total of \$34,600. The appraisal was revised to convert the permissions to temporary right of way and retain the permanent right of way for \$40,100. The County’s offer for parcel R600 039 000 1704 is to comply with the original development agreement since a portion of the pathway resides on this tract and connect to it. The offer is to receive credit against their open space requirements with no monetary compensation. The owner of the parcels has declined all offers and is not willing to counter-offer or coordinate further. He has instructed all further communication to be with his attorney and go through the eminent domain process unless another offer is provided which would be more acceptable. |
| FISCAL IMPACT: |
| All expenses associated with eminent domain will be funded from the 2018 One Cent Sales Tax Sidewalks and Multi-Use Pathways account 47050011-54510. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends eminent domain for a portion of parcels R600 039 000 130A and R600 039 000 1704 to install the 2018 One Cent Sales Tax project Bluffton Parkway Pathway Extension. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny eminent domain for a portion of parcels R600 039 000 130A and R600 039 000 1704 to install the 2018 One Cent Sales Tax project Bluffton Parkway Pathway Extension. |
| Next Step: Move forward to County Council for approval. |

MEMORANDUM

February 3, 2022

To: Jared Fralix, PE
Beaufort County
Assistant County Administrator

From: Jennifer Bragg, PE
One Cent Sales Tax Program
Program Manager

Re: Bluffton Parkway Pathway R/W Acquisitions
Tract 1 - Bluffton Tremont LLC
Tract 2 – Bluffton Parkway Holdings LLC

We have coordinated with the property owner, Mr. Geoff Block – Bluffton Tremont LLC (Tract 1) and Bluffton Parkway Holdings LLC (Tract 2), for the right of way and permissions on Tract 1 and connection through an easement to existing pathway for Tract 2. At the property owner’s request, we also coordinated with the lessee, Hargray, to accommodate the existing property use, and the plans have been revised based on this coordination.

Mr. Geoff Block submitted an offer prepared by Witmer Jones Keefer Ltd, dated October 21, 2021. In this offer he is requesting: \$229,568 for property value plus \$130,000-\$150,000 for fill dirt and subsurface drainage for a total of \$359,568-\$379,568 for both tracts.

For Tract 1, the County’s original offer based on the A.R. Martin appraisal for permanent right of way with permissions on Tract 1 is \$34,600. This appraisal was revised to convert the permissions to temporary right of way and retain the permanent right of way. The revised offer based on the A.R. Martin appraisal is \$40,100 for the permanent and temporary right of way.

For Tract 2, the County’s offer is to comply with the original development agreement since a portion of the pathway resides on this tract and connect to it. The offer is to receive credit against their open space requirements with no monetary compensation for Tract 2 based on a development agreement which allowed for the construction of the pathway in an easement.

He has declined the offers nor is he willing to counter-offer or coordinate further. He has instructed all further communication to be with his attorney and go through the eminent domain process unless another offer is provided which would be more acceptable.

We recommend proceeding into the eminent domain process for Tract 1 and Tract 2 based on the difference between the offers. Additional information is attached.

Recommendation for Eminent Domain:

By: *Jennifer L Bragg*
Jennifer L. Bragg, PE, Beaufort County Program Manager

Recommendation for Eminent Domain:

By: *Jared Fralix*
Jared Fralix, PE, Beaufort County Assistant County Administrator

Approved for Eminent Domain:

By: _____
Joseph Passiment, Beaufort County Council, Chairman

Encl:

- Letter prepared by Witmer Jones Keefer Ltd, dated October 21, 2021
- Letter prepared by Jennifer Bragg dated October 28, 2021 – Tract 1
- Letter prepared by Jennifer Bragg dated October 28, 2021 – Tract 2
- A.R. Martin Co. Appraisal Report (revised)



October 21, 2021

Geoff Block

RE: 111 Bluffton Road – Bluffton Parkway acquisition

Dear Mr. Block,

We received the proposed plans to add a pathway along the northern property line fronting the Bluffton Parkway. The pathway encroaches on to the property at 111 Bluffton Road (PIN R600 039 000 130A 0000) and the property to the east fronting the Bluffton Parkway (PIN R600 039 000 1704 0000).

Following are comments related to the proposed right-of-way acquisition.

1. The proposed acquisition from 111 Bluffton road and adjacent property will reduce the buildable acreage by 7000-10,000 SF based on the adjusted right-of-way and proposed drainage conditions. Proposed building(s) will need to push back within the site and reduce the overall developable acreage. The transfer of 10,000 square foot of land valued at \$1,000,000 per acre results in a loss of \$229,568.00 in property value.
2. The elevation of the proposed pathway creates a steep slope from the interior edge of the walkway onto the property. When the site is developed, additional fill dirt and subsurface drainage will be needed based on the County zoning requirements to locate buildings closer to the street. This is an estimated additional \$130,000 - \$150,000 for fill dirt and subsurface drainage.
3. There is an established streetscape along this section of Bluffton Parkway within the Right-of-Way. Recommend that the plan should include lighting, street trees and landscape to complement the adjacent properties.
4. Plan or agreement should include proposed future vehicular access points across the pathway.

Sincerely,

Daniel P. Keefer

23 Promenade St., Suite 201
Bluffton, SC 29910
Tel: 843.757.7411

October 28, 2021

Geoff Block
Bluffton Tremont LLC
8 Anson Park Rd E
Bluffton, SC 29910

RE: Bluffton Parkway Pathway Project Right of Way Acquisition
Tract 1 - 111 Bluffton Rd
Response to Letter Dated October 21, 2021

Dear Mr. Block,

Thank you for submitting your comments and allowing us to coordinate with Mr. Alex Ferda, Hargray. This letter is in response to the letter prepared by Witmer Jones Keefer Ltd, dated October 21, 2021, and addresses the right of way (R/W) acquisition for Tract 1 – 111 Bluffton Road, R600-039-000-130A-0000. This is a summary of items that have been addressed, a response to the comments for Tract 1, and an offer for the R/W.

Summary of Items

The proposed R/W acquisition area has been coordinated with the lessee, Hargray’s representative, Mr. Alex Ferda, based on a request from you through communication between yourself and Mr. Christopher Murphy, Esquire, Resnick & Louis, PC. This coordination with Hargray was conducted by Ms. Jennifer Bragg, PE, Beaufort County Program Manager, and Mr. Michael Meetze, PE, Beaufort County Assistant Program Manager. An onsite meeting was conducted on Thursday, August 26, 2021, between Ms. Bragg and Mr. Ferda, and a TEAMS meeting on Wednesday, September 8, 2021 with Ms. Bragg, Mr. Meetze, and Mr. Ferda. Additional coordination was conducted by e-mail with Mr. Ferda and you. The following is a summary of the items, addressed for Hargray, as stated in an email dated September 16, 2021:

- **Site Drainage**
An existing ditch is located adjacent to the present right of way and conveys stormwater for this site which was confirmed by Mr. Ferda as the overall site is extremely flat. He also provided a CADD file with contours for this site to better define the drainage area flowing to the ditch.

The original plans proposed acquiring new right of way to reconstruct the ditch; however, the ditch does not serve the roadway. It was determined to reduce the proposed R/W to accommodate only the proposed pathway and reconstruct the ditch as permission.



The drainage was further revised to minimize impacts to the site as a new pipe “stubout” is shown at approximate station 10+60 to collect water draining towards the roundabout. This revision retains existing sheds.

- Internal Access
A portion of the existing gravel driveway will be reconstructed and the gate will be reset to accommodate the reconstruction of the ditch.
- Security Requirements
The existing fence will be reset. A note was added to accommodate Hargray’s security requirements: “Chain link fence with barbed wire must be maintained at all times. Temporary fence may be required.”

The associated stormwater/drainage revisions allow for flexibility in current and future site development. The original plan (acquisition area = 10,800 SF) included the reconstructed ditch inside the new R/W which allows for the current conditions to continue draining into it; however, future conditions would have to comply with County zoning requirements, including stormwater. By reconstructing the ditch as permission and reducing the new R/W (acquisition area = 3,731.60 SF), 7,068.40 SF is retained with the property for future development needs. The revisions are shown on the plan sheets.

Other coordination involved a request for two access points. One access location is associated with this tract and a right-in/right-out (RIRO) driveway is allowed 150+ feet from the outside diameter of the roundabout on Bluffton Parkway. The driveway access is required to comply with the County’s standards as well as submittal of an encroachment permit with site plan for access. Dependent on the redevelopment, a traffic impact analysis may be required.

Response to the Comments

The attached letter prepared by Witmer Jones Keefer LTD contained four comments pertaining to Tracts 1 and 2, and the following is a response specifically associated for Tract 1:

1. *The proposed acquisition from 111 Bluffton road and adjacent property will reduce the buildable acreage by 7000-10,000 SF based on the adjusted right-of-way and proposed drainage conditions. Proposed building(s) will need to push back within the site and reduce the overall developable acreage. The transfer of 10,000 square foot of land valued at \$1,000,000 per acre results in a loss of \$229,568.00 in property value.*

This comment addresses assumed acquisition areas for Tracts 1 (111 Bluffton Road) and 2 (adjacent property), with Tract 2 addressed separately. The new R/W acquisition for Tract 1 is





3,731.60 SF (0.09 Ac). It was revised to accommodate existing stormwater conditions as the ditch collects stormwater from this site. By reducing the new R/W to not incorporate the reconstructed ditch, it provides flexibility for future redevelopment as the proposed site could continue to utilize and improve the ditch to accommodate its needs for stormwater or it could be modified for the proposed development should other stormwater design(s) be more conducive for the proposed plan.

The revised plans show a new 31' R/W (31' offset from the construction centerline) which is a linear strip approximately 7-ft width.

- The elevation of the proposed pathway creates a steep slope from the interior edge of the walkway onto the property. When the site is developed, additional fill dirt and subsurface drainage will be needed based on the County zoning requirements to locate buildings closer to the street. This is an estimated additional \$130,000 - \$150,000 for fill dirt and subsurface drainage.*

The proposed condition mimics the existing condition with the exception of the proposed condition constructing a facility for bicyclists and pedestrians. If and when this site is redeveloped, it would be required to meet current County zoning requirements in place at the time of the development. The improvements outside of the existing and new R/W area are not applicable to the R/W acquisition as the developer/property owner is responsible for complying with current County zoning requirements regardless of whether this pathway is constructed.

- There is an established streetscape along this section of Bluffton Parkway within the Right-of-Way. Recommend that the plan should include lighting, street trees and landscape to complement the adjacent properties.*

The plans have been reviewed by County staff. Lighting is included with the project.

- Plan or agreement should include proposed future vehicular access points across the pathway.*

The email dated October 5, 2021 documents the request for future access.

Offer for the R/W

The County is proposing two different offers for the R/W acquisition area for Tract 1 – 111 Bluffton Road, R600-039-000-130A-0000. The area of obtain is 3,731.60 SF (0.09 Ac) and permissions are required to construct slopes beyond the R/W, reconstruct the ditch, relocate the fences and gate, relocate a portion of gravel driveway, and install erosion control items:





ONE CENT SALES TAX PROGRAM

Change is Coming

- Fee Simple Acquisition

The Value of Acquisition is \$34,600.00 for 3,731.60 SF (0.09 Ac) based on the appraisal report prepared by A.R. Martin Co, and permissions are required as stated above.

or

- R/W Easement

The area of acquisition for 3,731.60 SF (0.09 Ac) can be dedicated as a R/W Easement 'gratis' complying with the Myrtle Plantation development, and receive credit for the open space requirements. This also includes the permissions as stated above.

The County appreciates your attention to this offer and looks forward completing this acquisition so the project may proceed to construction. Please contact us at 803-513-3777 or jbragg@jbraggconsulting.com.

Sincerely,

Beaufort County Sales Tax Program

Jennifer L. Bragg, PE
Program Manager

Encl:

- Letter prepared by Witmer Jones Keefer Ltd, dated October 21, 2021
- Email Dated October 5, 2021 chain with September 16, 2021 including attachments
- Plan Sheets: Original Plan and Revised Plan
- A.R. Martin Co. Appraisal Report



October 28, 2021

Geoff Block
Bluffton Parkway Holdings LLC
8 Anson Park Rd E
Bluffton, SC 29910

RE: Bluffton Parkway Pathway Project Right of Way Acquisition
Tract 2 – Bluffton Parkway
Response to Letter Dated October 21, 2021

Dear Mr. Block,

Thank you for submitting your comments for Tracts 1 and 2, and this letter is in response to the letter prepared by Witmer Jones Keefer Ltd, dated October 21, 2021, and addresses the pathway improvements for Tract 2 – Bluffton Parkway, R600-039-000-1704-0000. Tract 1 -111 Bluffton Road, R600-039-000-130A-0000, is addressed separately.

While the letter addresses right of way acquisition and offsite improvements for Tracts 1 and 2, Tract 2 – Bluffton Parkway, R600-039-000-1704-0000, is a portion of Myrtle Plantation development. For this development, owners agreed to provide easement and dedicate in fee simple to the County sufficient areas for the County to install at its expense an interconnecting system of pedestrian paths/sidewalks and bike paths, and owners shall receive credit against their open space requirements for the areas of their properties so encumbered with these easements or dedicated to the county. Offsite improvements are not applicable to the pathway improvements as they would be the developer/property owner’s responsibility for complying with current County zoning requirements regardless of whether this pathway is constructed.

Another comment involved streetscaping and lighting. Lighting is included with the project.

The letter also commented on future vehicular access point and this was addressed in an email dated October 5, 2021.



ONE CENT SALES TAX PROGRAM

Change is Coming



The pathway improvement is complying with this agreement and connecting to the existing pathway. The County appreciates your attention to this offer and looks forward completing this acquisition so the project may proceed to construction. Please contact us at 803-513-3777 or jbragg@jbraggconsulting.com.

Sincerely,

Beaufort County Sales Tax Program

Jennifer L. Bragg, PE
Program Manager

Encl:

- Letter prepared by Witmer Jones Keefer Ltd, dated October 21, 2021
- Email dated October 5, 2021

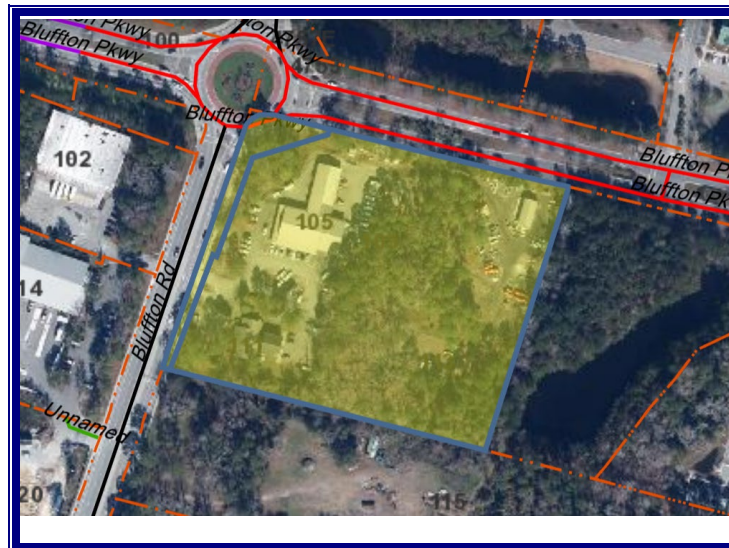


A.R. Martin Co.

APPRAISAL REPORT OF:

0.086 ACRE EASEMENT ACQUISITION FROM 6.750 ACRE PARCEL

| | |
|----------------------------|--|
| Client Project Identifier: | Bluffton Tremont, LLC vs Beaufort County |
| Owner: | Bluffton Tremont, LLC |
| Subject Street: | 111 Bluffton Road |
| Subject City: | Bluffton |
| Subject County: | Beaufort |
| Subject State: | SC |
| Zip: | 29910 |



PREPARED FOR:

Christopher L. Murphy, Esquire
 Resnick & Louis, P.C.
 164 Fairchild Street, Suite 130
 Charleston, SC 29492

DATE OF VALUE:
 January 7, 2022

DATE OF REPORT:
 January 21, 2022

APPRAISED BY:

Anthony R. (Tony) Martin, MAI
 A.R. Martin Company
 100-F Old Cherokee Road, Box 326
 Lexington, SC 29072
 803-359-4398-Office 803-960-4531-Cell
tmartin@armartin.com

January 21, 2022

Christopher L. Murphy, Esquire
Resnick & Louis, P.C.
164 Fairchild Street, Suite 130
Charleston, SC 29492

Client Assignment: Bluffton Tremont, LLC vs Beaufort County
Owner: Bluffton Tremont, LLC
Subject Street: 111 Bluffton Road
Subject City, County, State: Bluffton, Beaufort County, SC 29910
Report Type: Appraisal – Before and After Valuation

Mr. Murphy:

Thank you so much for the opportunity to work with you and Resnick & Louis, P.C.. I greatly appreciate you contacting the A.R. Martin Company for this appraisal assignment.

As requested, I have written an appraisal to determine the value of the acquisition from the subject property. The subject parcel totals approximately 6.750 acres and is located in a rather densely developed commercial area in Bluffton, SC. The subject is improved with several buildings, none of which are impacted by the acquisition, as such, the building improvements are not part of this analysis and the valuation includes only land.

As you are aware, the acquisition from the subject was previously appraised by me. An original appraisal was completed on March 24, 2021. The acquisition was revised and another appraisal with the same date of value was completed on April 29, 2021. Since those appraisals, the acquisition has been revised again and this appraisal considers the revised acquisition, which now also includes a temporary construction easement. As the previous reports were completed almost one year prior, the subject and acquisition area were reinspected for this valuation. This appraisal reflects the value the acquisition as of the date of the most recent inspection, which is January 7, 2022.

Valuation Methodology

The subject land is valued before the acquisition via a sales comparison approach. The impact of the acquisition on the subject is then considered.

It is my understanding this acquisition is for an easement that will allow for construction of a sidewalk/multi-use path. Because the easement is for the surface use of the

easement area, the easement results in almost 100% utility loss for the owner. This area could have been used for such things as parking and/or open storage before the acquisition, but now the easement prevents these uses. As I mentioned to you, the SCDOT requires any easements acquired for their use to be valued at 100% of fee value. This easement is somewhat similar to a road right of way easement and as such the value loss applied to the easement area is -95.00%. In addition to the permanent easement, an 8,339 SF temporary construction easement is also being acquired. The TCE is valued based on an estimated market rent for the TCE area using a rental term of 6 months.

For the after analysis, the land is valued using the same sales and adjustments as in the before but the -95.00% adjustment is applied to the value of the new easement area. Within the valuation of the land after the acquisition, the TCE must also be considered. The total value of the subject is then reconciled for an after value. Finally, the before value of the subject is compared to the after value of the subject and the difference in the two values is the value of the acquisition.

The value of the acquisition is noted below. Please note, all analyses and conclusions derived in this report are subject to the Assumptions and Limiting Conditions, the definition of *market value*, and other premises stipulated within this report. As a result of my analysis of the market data gathered during my investigation as well as my judgment and experience, the value of the acquisition as of January 7, 2022, is determined to be:

\$40,100

Calculated as follows:

| | |
|-----------------------------------|--------------------|
| Value of Acquisition | |
| Market Value Before | \$3,037,500 |
| Market Value After | <u>\$2,997,400</u> |
| Value of Acquisition | \$40,100 |

Respectfully submitted,



Anthony R. Martin, MAI
S.C. Appraisal License No. CG 1729

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CERTIFICATION

I certify that, to the best of my knowledge and belief,

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, nor any personal interest with respect to the parties involved.
- I have performed no other services (unless specified), as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
- I, Anthony R. Martin, made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.

Date: January 21, 2022



Anthony R. Martin, MAI
South Carolina State Certified General
Real Estate Appraiser#1729

SUMMARY OF MAJOR CONCLUSIONS

| | |
|-----------------------------|--|
| PROPERTY LOCATION | 111 Bluffton Road, Bluffton, SC 29910 |
| PROPERTY OWNER(S) | Bluffton Tremont, LLC |
| TAX MAP NUMBER | R600-039-000-130A-0000 |
| LAND SIZE | |
| BEFORE: | 6.750 acre(s) or 294,030 SF |
| ACQUISITION: | 0.086 acre(s) or 3,732 SF |
| AFTER: | 6.664 acre(s) or 290,298 SF |
| ZONING | Hamlet Center Open T4HCO |
| HIGHEST AND BEST USE | |
| BEFORE: Vacant | commercial development |
| As Improved | not analyzed |
| AFTER: Vacant | same as before |
| As Improved | not analyzed |
| ASSESSOR VALUE: LAND / IMP. | \$1,043,600 land / \$1,756,400 imp. = \$2,800,000 total Assessor \$ / Acre: \$154,607 |
| <u>VALUATION:</u> | |
| Value Before: | \$3,037,500 (\$450,000 per acre) |
| Value After: | \$2,997,400 |
| Difference: | \$40,100 |
| Value of Acquisition | \$40,100 |
| DATE OF VALUATION | January 7, 2022 |
| DATE OF APPRAISAL REPORT | January 21, 2022 |

PREMISES OF THE APPRAISAL

All analyses and conclusions in this appraisal are based on the Assumptions and Limiting Conditions, Definitions and Concepts, and Identification of the Subject Property stated within this report. Recognizing the premises of the appraisal is vital to this appraisal assignment and to the analyses and conclusions that grow out of these premises. A list of the several standard Assumptions and Limiting Conditions are located at the end of the report. Special assumptions and conditions are listed here as well, for emphasis.

Special Assumptions and Limiting Conditions

This appraisal is made subject to the following Special Limiting Conditions:

- None.

Appraisal Report Statements

The analyses and conclusions in this report are based on the following definitions and concepts.

Client and Intended User

The client is Christopher L. Murphy, Esquire, of Resnick & Louis, P.C.. The client is also the intended user of this report and would include others affiliated with the Resnick & Louis, P.C. acting on behalf of the acquisition authority.

Intended Use/Purpose of Report

The report is intended for use as an aid in an eminent domain acquisition by the client so real estate rights can be acquired for the purpose of constructing a public project.

Property Rights Appraised

The property rights appraised in the before and after analyses are the fee simple estate, defined by the *Dictionary of Real Estate Appraisal, Fifth Edition*, as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The difference in the before and after values of the fee simple estate reflects the value of the easement interest acquisition, that is the purpose of this report.

Type and Definition of Value

This appraisal is to provide an opinion of the market value. *Market Value*¹ as used in this report is defined by the most widely accepted components of the definition of market value as follows:

The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute

Date of Value

The date of the value opinion for the property is January 7, 2022.

Reasonable Exposure Time

Exposure time is defined as: *“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.”*²

Exposure time is indicated to be 6-12 months had the subject been offered for sale at the appraised value.

Reasonable Marketing Time

Reasonable marketing time: *“an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”*³

There has been little change in the market over the past year and a reasonable marketing time is indicated to be the same as the exposure time at 6-12 months.

Appraiser’s Competency

I, Anthony R. Martin, have a good understanding of the subject’s property type and am familiar with the appropriate methodologies to appraise it. I also have a good understanding of the subject’s geographic area and market.

² USPAP, as reprinted by the Appraisal Institute

³ USPAP (Advisory Opinion 7), as reprinted by the Appraisal Institute.

Scope of Work

Listed below is a summary of the scope of work performed for this analysis. This summary will hopefully give the client a picture of the work performed in analyzing the market value of the interest appraised in the subject property. The scope outlines the actual work performed in determining value which has included gathering more data than what is only presented in this report.

- Identified the appraisal problem as: determine the fee simple market value of the subject property before and after the acquisition.
- Observed the surrounding neighborhood of the subject and noted the uses of neighboring properties, condition of neighborhood, development activity and any “for sale” or “for lease” signs.
- Utilized sales data within my files as well as paid data services (CoStar, Realquest) and local real estate professionals to identify recent and comparable sales of properties that would be most applicable to determine the before and after values of the subject property.
- Visited the county deed office and/or online county website to copy deeds of sale transfers to identify exactly what was included in the sales price of the comps.
- Made a study of the current market trends. This is an ongoing process and includes discussions with other real estate professionals, reading various news sources and using fee-based sources for demographic and market information. These paid sources include CoStar, CoreLogic, Appraisal Institute data and CCIM data.
- Within this written report, I have summarized the pertinent market data and performed the sales comparison approach to value the land.
- After analyzing the data and adjusting the values of the comparable sales for their superiority or inferiority to the subject property, I reconciled a market value of the subject property before the acquisition and have presented this analysis in this report.

- I have analyzed and discussed the acquisition from the subject and considered the positive and negative impacts of the acquisition on the subject's market value.
- I have performed a sales comparison analysis of the value of the subject after the acquisition and presented this within the report.
- I compared the before and after values of the subject to determine the value of the acquisition.

IDENTIFICATION OF THE SUBJECT PROPERTY

Location

The subject property is located at 111 Bluffton Road, Bluffton, Beaufort County, SC 29910. It is also identified as tax parcel numbers R600-039-000-130A-0000.

Ownership

Bluffton Tremont, LLC
8 Anson Park Road E.
Bluffton, SC 29910

History of Property

Online public information indicates the subject has been under the same ownership since 2016.

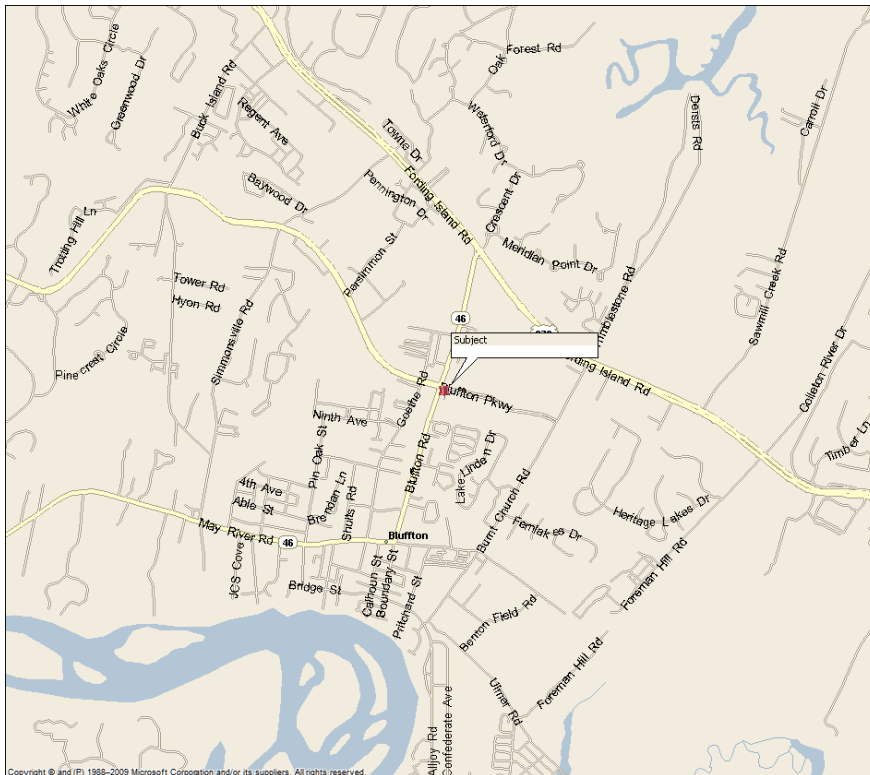
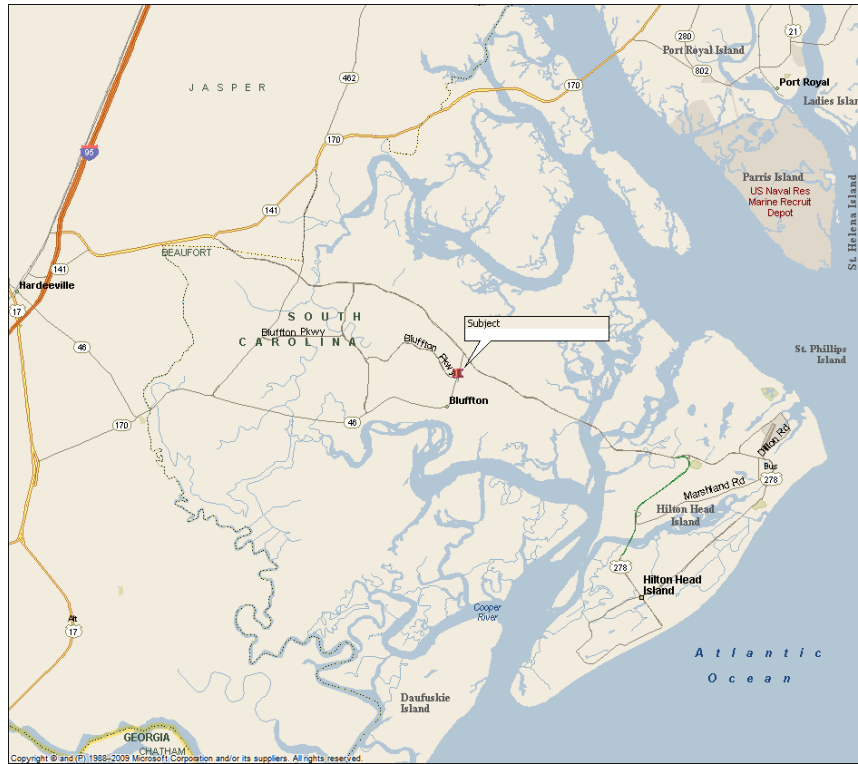
Present Use

The subject is improved with several buildings that are primarily used as office for a local telecommunications company.

Current Listing or Contract

I am not aware of any current listing or contract for the subject.

LOCATION MAP



SUBJECT AREA

Area Analysis

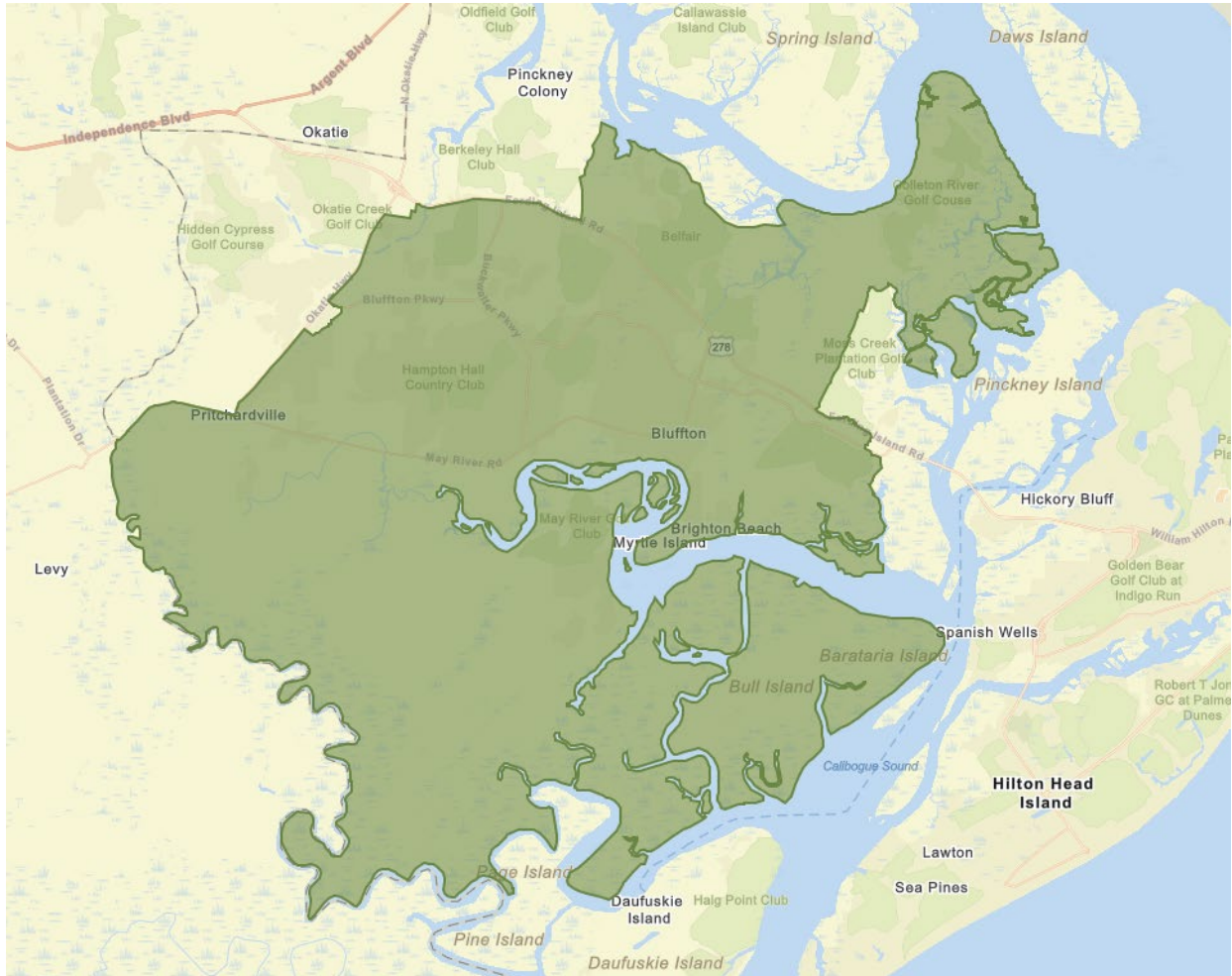
The subject property is located in Bluffton, SC in the county of Beaufort. As the client is familiar with the subject area, the following information is intended to highlight and summarize some of the factors that impact the subject market.

The subject is located on Bluffton Parkway, which is one of the two primary commercial corridors in Bluffton, the other being Fording Island Road (Highway 278). Bluffton Parkway is a four lane road with medians and sidewalks that was built in phases over several years 10-15 years ago. One of the primary reasons for the building of Bluffton Parkway was to alleviate traffic along Fording Island Road, which, prior to the Bluffton Parkway, was the only route from the Okatie area, which is west of Bluffton, to Hilton Head Island. Bluffton Parkway appears to have been a success as traffic is heavy on Bluffton Parkway, and traffic remains heavy on Fording Island Road as well.

Fording Island Road has significantly more commercial development than Bluffton Parkway and a different character of commercial properties. Fording Island Road includes national chain big box retailers in power centers as well as numerous neighborhood retail centers, fast food, sit down restaurants and office parks. Bluffton Parkway is still developing but tends to have development that includes more local business uses of retail, office and light industrial. Both Fording Island Road and Bluffton Parkway have significant single family and multifamily development as well.

Specific data is presented on the following pages to highlight the current market conditions in the subject area. This demographic data is obtained from Site To Do Business (stdb.com). STDB utilizes information from ESRI (Environmental Systems Research Institute) and the US Census. Additional market data is obtained from Costar.

The area of influence on the subject property can be generally defined as that area shaded on the map below. The shaded area is the 29910 zip code.



A demographic profile of this area reflects some of the following demographic information.

Population

The population, projected population and projected population growth rate of the area is shown below. A comparison of the growth rate of the area to the remainder of the county, the state and the nation's growth rate is also shown.

| Variable | 29910 (Bluffton) | Beaufort County, SC | South Carolina | USA |
|--|------------------|---------------------|----------------|-------------|
| 2020 Total Population | 46,978 | 193,186 | 5,282,232 | 333,793,107 |
| 2025 Total Population | 53,306 | 211,036 | 5,629,430 | 346,021,282 |
| 2020-2025 Population: Annual Growth Rate | 2.56% | 1.78% | 1.28% | 0.72% |

Beaufort County is one of the fastest growing counties in South Carolina and South Carolina is one of the fastest growing states in the country. The population growth in the subject area is expected to be significantly higher than Beaufort County overall and the state overall. This type of population growth is a significant positive influence on future real estate values.

Income

The median household income of the area and its comparison to the income in the remainder of the county, state and nation are shown below.

| Variable | 29910 (Bluffton) | Beaufort County, SC | South Carolina | USA |
|------------------------------|------------------|---------------------|----------------|----------|
| 2020 Median Household Income | \$69,781 | \$64,979 | \$53,366 | \$62,203 |
| 2025 Median Household Income | \$77,205 | \$70,446 | \$56,881 | \$67,325 |

Median household income for the area is higher than the median for the county overall and also significantly higher than the state median HH income. Higher household income for an area is a positive influence for both commercial and residential real estate.

Median Home Value

Median home value for the subject area and its comparison to the overall county and state are shown below.

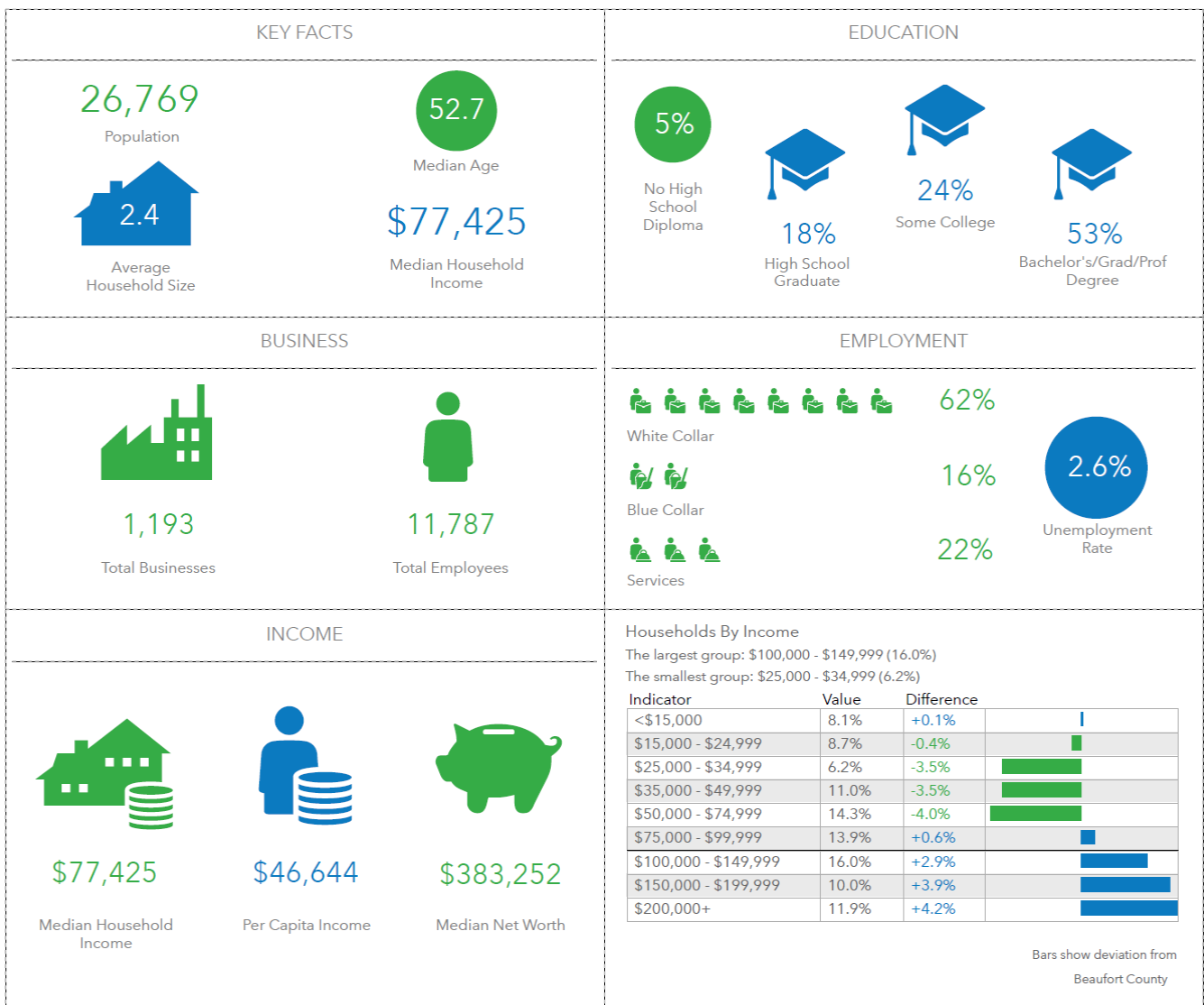
| Variable | 29910 (Bluffton) | Beaufort County, SC | South Carolina | USA |
|------------------------|------------------|---------------------|----------------|-----------|
| 2020 Median Home Value | \$306,885 | \$323,263 | \$178,921 | \$235,127 |
| 2025 Median Home Value | \$324,956 | \$343,921 | \$194,839 | \$265,524 |

Median home value in the subject area is slightly below the county overall but significantly higher than the state overall. The median home value is significantly higher than what would be expected given the median household income for the area. The

likely reason for this is due to the high number of homes that are owned by retirees who have rather low fixed income but tend to have significant assets (i.e. homes with no mortgage). In addition, there are also many homes owned by non-residents of the area which are second homes and income is not included in the census numbers. The high home values of the area are a positive influence on commercial real estate values as businesses and developers prefer to locate in the areas with the greatest amount of discretionary income.

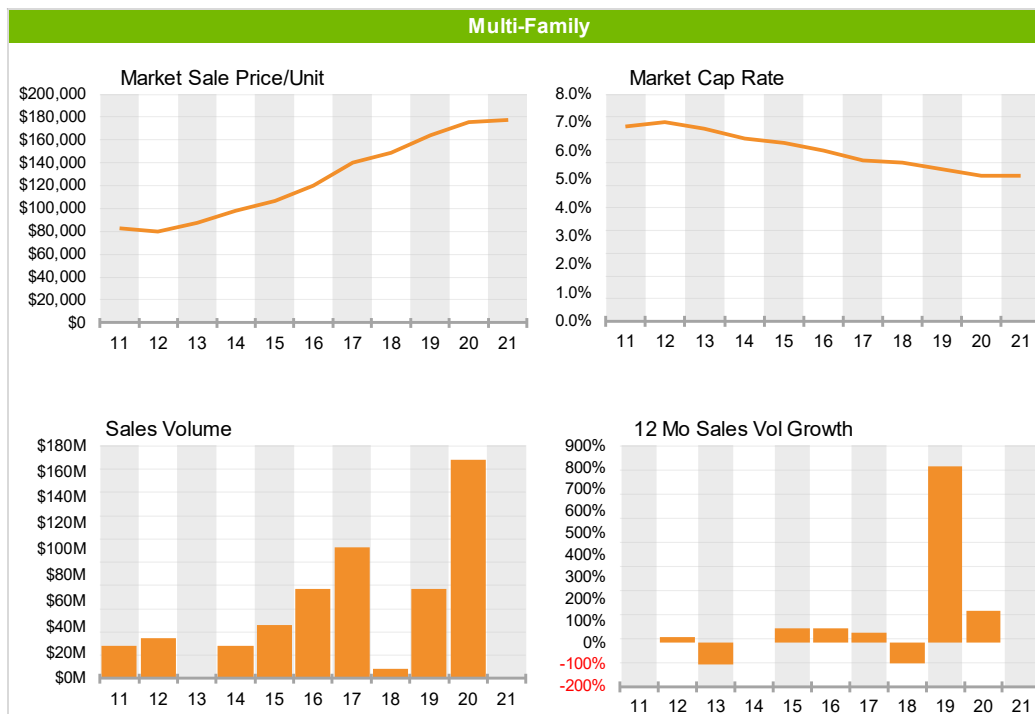
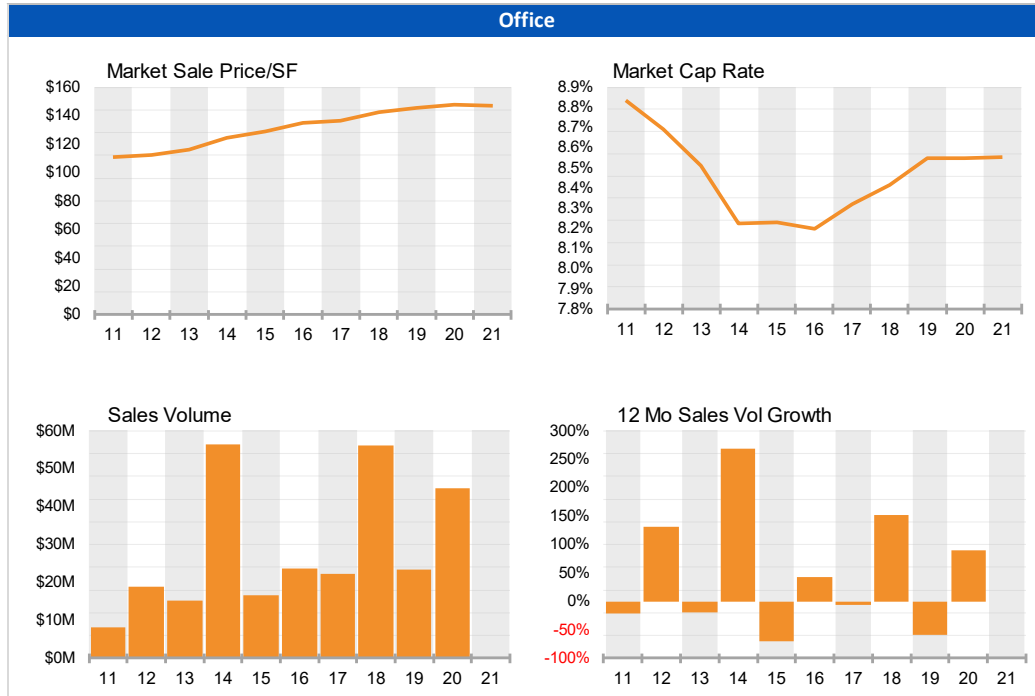
Shown below is an infographic of the area that includes some of the same demographic data just presented, but in a more easily readable form.

Infographic of Area

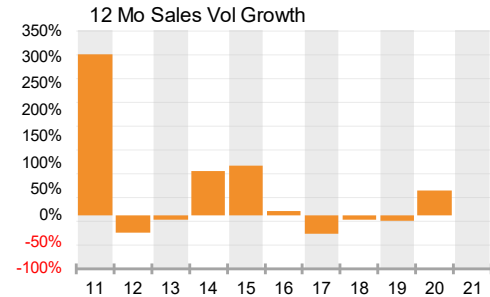
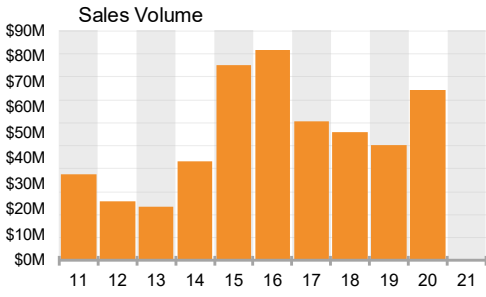
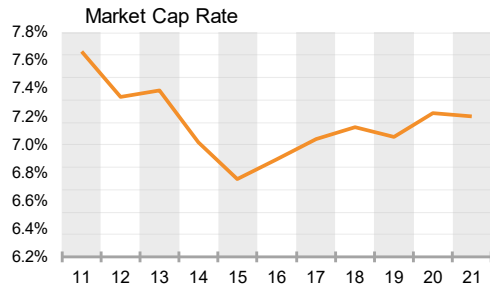
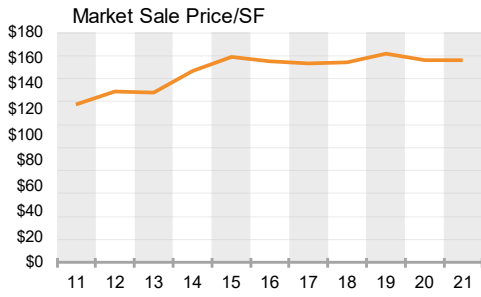


Market Conditions

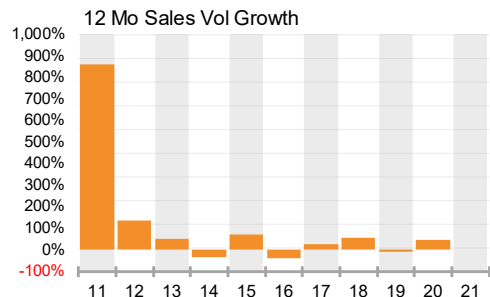
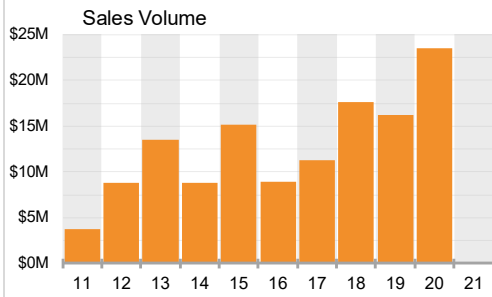
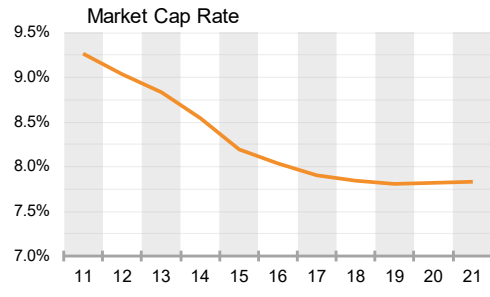
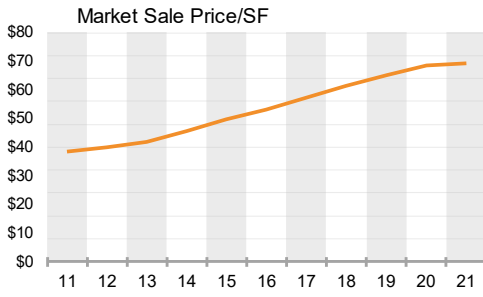
Shown below is market data on various commercial property types in the Bluffton and Hilton Head Island market. Information is via Costar.



Retail



Industrial



The demographic and market data presented, indicate a very strong real estate market in the subject area. Current economic conditions both locally and nationally indicate these conditions should be expected to continue for the near term.

Utilities in Subject Area

Public water and sewer are available throughout the neighborhood area.

Zoning and Land Use in Subject Area

The zoning in the area is under the jurisdiction of the town of Bluffton and Beaufort County. The zoning in the neighborhood area tends to be mostly commercial with most all uses along Bluffton Parkway and Bluffton Road near the subject being commercial.

PROPERTY DESCRIPTION**THE LAND****Physical Features**

| | |
|-------------------------------|---|
| Land Area | 6.750 acres or 294,030 SF total site |
| Configuration/Shape | Regular, mostly square |
| Topography / Elevation | Level, on grade with roads |
| Drainage | Drainage appears adequate |
| Flood Zone | Subject is indicated to be outside flood zone |
| Vegetation/Landscaping | Partially wooded parcel |

Environmental Hazards

Environmental evaluation is beyond my scope of expertise. For a professional analysis of any environmental issues a qualified engineer should be consulted on this matter, however no obvious hazardous materials or conditions were observed during my inspection.

Ground Stability

I was not furnished a soil analysis to review but assume that the soil's load bearing capacity is sufficient to support structures similar to those found on the neighboring parcels. I did not observe any evidence to the contrary during my inspection of the property.

Streets, Access, Frontage

| Street | Bluffton Parkway | Bluffton Road |
|--------------------------|--------------------------------|--------------------------------|
| Frontage | 520'+- | 440'+- |
| Access | No drive access | Full access drive |
| Traffic Lanes | 4 | 4 with median lane |
| Traffic Control | Traffic circle at intersection | Traffic circle at intersection |
| Traffic Level | Heavy | Heavy |
| Sidewalk | Partial | Yes |
| Condition of Road | Good | Good |

Utilities

| | |
|----------------------|-----------|
| Public Water: | Yes |
| Public Sewer: | Yes |
| Gas: | Not known |
| Well: | n/a |
| Septic Tank: | n/a |

Zoning

Zoning: Hamlet Center Open T4HCO by Beaufort County

Permitted Uses

Per Beaufort County Zoning Ordinance:

The intent of the T4HC-O Sub-Zone is to provide neighborhoods with a broader amount of retail and service uses in the scale and character of the T4HC zone.

Uses permitted include general retail of 50,000 SF or less and general office of 10,000 SF or less, along with single family and multi-family uses.

Setbacks

- Front 10'
- Side 10' on side street, 0' on interior side
- Rear 5'

Minimum Lot Size None indicated

Parking Requirements

Will depend on approved development.

TAX MAP



SUBJECT PHOTOS



A: View of subject from Bluffton Road



B: View of subject from Bluffton Road



C: View of subject from Bluffton Parkway



D: View of subject from Bluffton Parkway



E: Office building on subject



F: Office building on subject

SUBJECT PHOTOS



G: View along Bluffton Parkway



H: View along Bluffton Parkway



I: View along Bluffton Road



J: View along acquisition



K: View along acquisition



L: View along acquisition

HIGHEST AND BEST USE – Before Acquisition

Process

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as currently improved (if applicable). The highest and best use must be:

- Legally permissible under the zoning laws and other restrictions that apply to the site.
- Physically possible for the site.
- Economically feasible.
- Capable of producing the highest net return on investment (i.e., highest value) from among the possible, permissible, and economically feasible uses.

As Though Vacant

Legally Possible

The subject parcel is zoned Hamlet Center Open T4HCO. The zoning allows for a variety of uses including retail and office.

Physically Possible

The parcel is of adequate size and shape to support a variety of residential or commercial uses, as well as mixed use of commercial and residential.

Financially Feasible

The subject parcel is located in a growing commercial area. Recent sales and ongoing development indicate that commercial development of the parcel is financially feasible.

Maximally Productive

Based on my analysis of the subject and market, my opinion of the highest and best use of the subject land, as vacant and available for development, is: commercial development.

Timing and Probable Buyer/User

| | |
|------------------------------|---|
| As Vacant | commercial development |
| Timing | Current |
| Probable Buyer / User | Most likely buyer is commercial developer |

As Improved

The building improvements on site are not impacted by the acquisition and are not a part of this analysis. It is noted however that the land value of the subject and the condition and quality of the building improvements as well as a discussion with a local commercial broker, indicate the existing building improvements may not be the highest and best use of the subject as improved. It is possible the current building improvements have no contributing value to the land, however this possibility has not been analyzed in this report as it is beyond the scope of this assignment.

Valuation Analysis

Valuation Methodology

The traditional methods of processing market data into a value indication include:

- Cost Approach
- Income Approach
- Sales Comparison Approach

The cost approach assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land, or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The sales comparison approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data that can be verified from authoritative sources. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no real comparable sales data is available. It is also questionable when sales data cannot be verified with principals to the transaction.

The income capitalization approach reflects the market's perception of a relationship between a property's potential income and its market value, a relationship expressed as a capitalization rate. This approach converts the anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value indication through capitalization. This approach is widely applied when appraising income-producing properties.

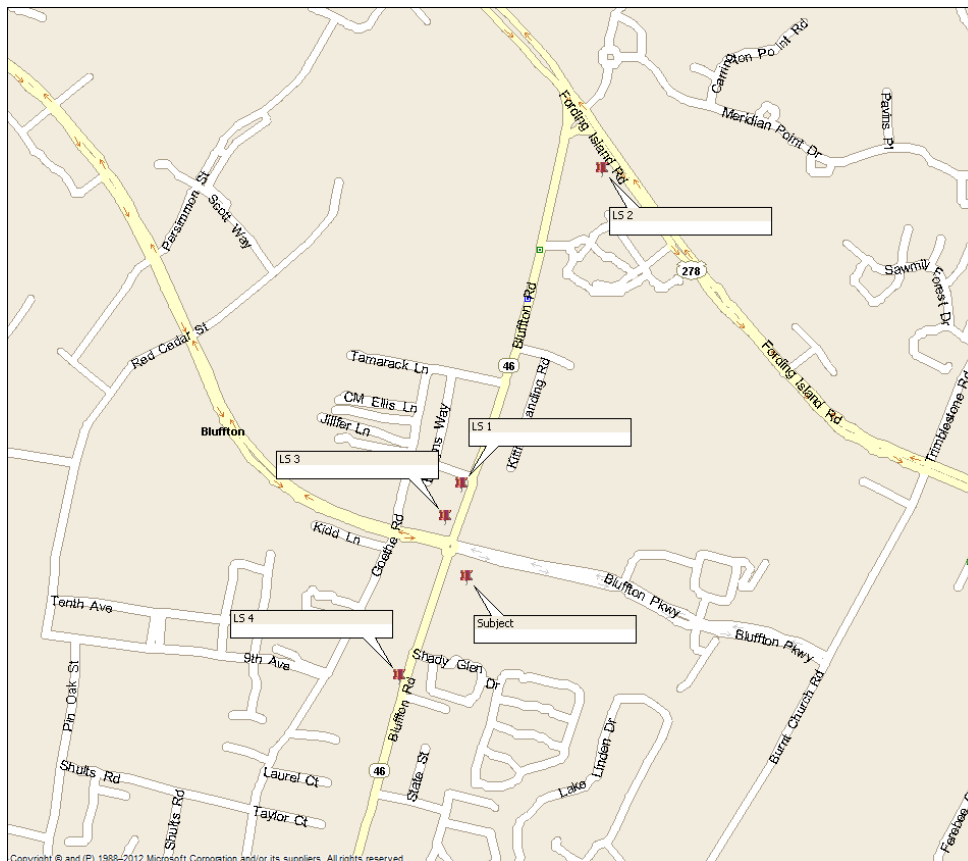
******The sales comparison approach has been applied to value the subject land. The cost and income approaches are not applicable for this analysis.**

Land Valuation – Before Acquisition

Shown below is a table of sales that will be used in this sales comparison analysis. These sales will be used to determine the value of the subject land.

| LAND SALES CHART | | | | | | |
|------------------|----------------------------------|-----------|------------------|----------------------|------------|----------|
| Sale No | Property | Sale Date | Total Area (Ac.) | Effective Sale Price | Price/Acre | Price/SF |
| 1 | 4 Godfrey Place, Bluffton | 03/19/20 | 1.961 | \$837,500 | \$427,078 | \$9.80 |
| 2 | 1000 Fording Island Rd, Bluffton | 06/18/18 | 3.655 | \$1,850,000 | \$506,156 | \$11.62 |
| 3 | 94 Bluffton Rd, Bluffton | 08/25/21 | 1.030 | \$520,000 | \$504,854 | \$11.59 |
| 4 | 132 Bluffton Rd, Bluffton | 02/26/21 | 1.059 | \$750,000 | \$708,215 | \$16.26 |

Sales Map



Land Sale 1

Name**Location**

Street Address: 4 Godfrey Place
 County: Beaufort
 City, State, Zip: Bluffton, SC 29910
 Tax Map #: R600 031 000 0086 0000

Land Info:

Gross Land: 1.961 acres
 Net Land: 1.961 acres
 Topo / Shape: Level
 Corner / Int: Interior
 Road Frontage: Typical for size
 Zoning: Community Center Mixed Use
 Water / Sewer: Both available
 VPD: 11,251

Transaction Info:

Sale Status: Closed
Sale Price: \$837,500
 Sale Date: 03-19-20
 Deed: 3848 / 385
 Grantor: William J. Godfrey
 Grantee: Piedmont Companies, Inc.
 Sale Type: Fee Simple
 Financing: Cash to seller
Price / Acre: \$427,078
Price / SF: \$9.80

Remarks:

This sale was brokered by Tom Demint of SVN. Mr. Demint stated the buyer intends to develop the site with a Goodwill store.



Land Sale 2

Name/Location

Street Address: 1000 Fording Island Road
 County: Beaufort
 City, State, Zip: Bluffton, SC 29910
 Tax Map #: R601 031 000 0031 0000

Land Info:

Gross Land: 3.655 acres
 Net Land: 3.655 acres
 Topo / Shape: Level
 Corner / Int: Partial corner
 Road Frontage: Typical for size
 Zoning: Regional Center Mixed Use
 Water / Sewer: Both available
 VPD: 58,654

Transaction Info:

Sale Status: Closed
Sale Price: \$1,850,000
 Sale Date: 06-18-18
 Deed: 3677 / 2829
 Grantor: Kenneth Malcom Johnson, etal
 Grantee: Bluffton Land Partners, LLC
 Sale Type: Fee Simple
 Financing: Cash to seller
Price / Acre: \$506,156
Price / SF: \$11.62

Remarks:

Costar info confirms this as a market sale to a developer. The developer did not indicate the development plans.



Land Sale 3

NameLocation

Street Address: 120 Bluffton Road
 County: Beaufort
 City, State, Zip: Bluffton, SC 29910
 Tax Map #: R600 039 000 0279 0000

Land Info:

Gross Land: 1.03 acres
 Net Land: 1.03 acres
 Topo / Shape: Level
 Corner / Int: Interior
 Road Frontage: Typical for size
 Zoning: Community Center Mixed Use
 Water / Sewer: Both available
 VPD: 11,251

Transaction Info:

Sale Status: Closed
 Sale Price: **\$520,000**
 Sale Date: 05-25-21
 Deed: 4065 / 967
 Grantor: William J. Godfrey
 Grantee: Superior Holding Group, LLC
 Sale Type: Fee Simple
 Financing: Cash to seller
 Price / Acre: **\$504,854**
 Price / SF: **\$11.59**

Remarks:

This sale was brokered by Tom Demint of SVN. The parcel is indicated to have been on the market for only 17 days.



Land Sale 4

Name/Location

Street Address: 132 Bluffton Road
 County: Beaufort
 City, State, Zip: Bluffton, SC 29910
 Tax Map #: R600 039 000 0215 0000

Land Info:

Gross Land: 1.059 acres
 Net Land: 1.059 acres
 Topo / Shape: Level
 Corner / Int: Interior
 Road Frontage: Typical for size
 Zoning: Community Center Mixed Use
 Water / Sewer: Both available
 VPD 14,561

Transaction Info:

Sale Status: Closed
Sale Price: \$750,000
 Sale Date: 02-26-21
 Deed: 3977 / 1072
 Grantor: Robin G. Fornari
 Grantee: 132 Bluffton Road, LLC
 Sale Type: Fee Simple
 Financing: Cash to seller
Price / Acre: \$708,215
Price / SF: \$16.26

Remarks:

The listing agent for this sale was Baker Wilkins of NAI Carolina Charter. This parcel included a 1,674 SF mobile unit used as a doctor's office along with paved parking. The parcel is indicated to have sold for land value only.



| LAND SALES GRID | | | | | | |
|--------------------------------------|-----------------|-------|---------------------------|----------------------------------|--------------------------|---------------------------|
| Subject | | | 1 | 2 | 3 | 4 |
| Location | | | 4 Godfrey Place, Bluffton | 1000 Fording Island Rd, Bluffton | 94 Bluffton Rd, Bluffton | 132 Bluffton Rd, Bluffton |
| Sale Date | | | 03/19/20 | 06/18/18 | 08/25/21 | 02/26/21 |
| Sale Price | | | \$837,500 | \$1,850,000 | \$520,000 | \$750,000 |
| Size (Acre) | Acre | 6.750 | 1.961 | 3.655 | 1.030 | 1.059 |
| Price Per | Acre | | \$427,078 | \$506,156 | \$504,854 | \$708,215 |
| Property Rights | | | - | - | - | - |
| | Adj. Price | | \$427,078 | \$506,156 | \$504,854 | \$708,215 |
| Financing | | | - | - | - | - |
| | Adj. Price | | \$427,078 | \$506,156 | \$504,854 | \$708,215 |
| Conditions of Sale | | | - | - | - | - |
| | Adj. Price | | \$427,078 | \$506,156 | \$504,854 | \$708,215 |
| Expenditures After Purchase | | | - | - | - | - |
| | Adj. Price | | \$427,078 | \$506,156 | \$504,854 | \$708,215 |
| Months of Change | | | 22 | 43 | 5 | 11 |
| Annual % Change | | | 7.00% | 12.81% | 25.26% | 2.63% |
| Market Conditions \$ | | | \$54,725 | \$127,847 | \$13,252 | \$43,378 |
| | Adj. Price | | \$481,803 | \$634,003 | \$518,107 | \$751,593 |
| | Price Per: Acre | | \$481,803 | \$634,003 | \$518,107 | \$751,593 |
| ADJUSTMENTS FOR FEATURES | | | | | | |
| Location | | | | | | |
| | Dollar Adj. | | 96,360.66 | (126,800.50) | 103,621.36 | 150,318.70 |
| | Percentage Adj. | | 20.00% | -20.00% | 20.00% | 20.00% |
| Size (Acre) | 6.750 | | 1.961 | 3.655 | 1.030 | 1.059 |
| | Dollar Adj. | | (144,541.00) | (63,400.25) | (181,337.38) | (375,796.74) |
| | Percentage Adj. | | -30.00% | -10.00% | -35.00% | -50.00% |
| Topo, shape, frontage, access | | | | | | |
| | Dollar Adj. | | - | - | - | - |
| | Percentage Adj. | | 0.00% | 0.00% | 0.00% | 0.00% |
| Utilities | | | | | | |
| | Dollar Adj. | | - | - | - | - |
| | Percentage Adj. | | 0.00% | 0.00% | 0.00% | 0.00% |
| Other / Zoning | | | | | | |
| | Dollar Adj. | | - | - | - | - |
| | Percentage Adj. | | 0.00% | 0.00% | 0.00% | 0.00% |
| NET ADJ. TOTAL | | | (48,180.33) | (190,200.75) | (77,716.02) | (225,478.05) |
| Net Adj. % | | | -10.00% | -30.00% | -15.00% | -30.00% |
| ADJ. PRICE | Acre | | \$433,623 | \$443,802 | \$440,391 | \$526,115 |
| ADJ. PRICE | SF | | \$9.95 | \$10.19 | \$10.11 | \$12.08 |
| GROSS ADJ. | | | 240,901.66 | 190,200.75 | 284,958.74 | 526,115.44 |
| Gross Adj. % | | | 50.0% | 30.0% | 55.0% | 70.0% |

Explanation and Support of Adjustments:

Analysis and Adjustment of Sales

The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales or statistical analysis. Qualitative adjustments are developed through relative comparisons (e.g., superior, inferior, etc.) and are often a realistic way to reflect the thought process of market participants when only limited data is available.

Adjustments are based on my rating of each comparable sale in relation to the subject. If the comparable is rated superior to the subject, the sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is rated inferior, its price is adjusted upward. Adjustments were considered under the elements of comparison discussed below.

Real Property Rights Conveyed

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee.

In this analysis, no adjustments were required.

Financing Terms

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price.

In this analysis, no adjustments were required.

Conditions of Sale

This adjustment category reflects extraordinary motivations of the buyer or the seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment

category may also reflect a distress-related sale or a corporation recording at non-market price.

In this analysis, no adjustments were required.

Expenditures Immediately After Purchase

This adjustment is appropriate in situations where the sale price has been influenced by expenditures that the buyer intended to make immediately after purchase. Examples include buyer-paid sales commissions, buyer-paid back taxes, and costs to demolish obsolete structures to clear a site for redevelopment.

In this analysis, no adjustments were required.

The previous adjustments, if required, have been applied sequentially in the order discussed.

Time - Market Conditions

Real estate values normally change over time. The rate of this change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects market differences occurring between the effective date of the appraisal and the sales date of a comparable, when values have appreciated or depreciated.

In this analysis, a market conditions adjustment of 7.0% per year is applied. The market is indicated to be very good and a comparison of the sale price per unit of comps 1 and 4 indicates a 7% annual upward adjustment for the last two years or so is reasonable.

The Time - Market Conditions adjustments were applied after the previous adjustments but before any of the following adjustments.

Location

Location has a great impact on property values. This adjustment category considers general market area influences as well as a property's visibility from a main thoroughfare.

In this analysis, the subject is located at the intersection of Bluffton Parkway and Bluffton Road. Traffic count on Bluffton Parkway is indicated to be 19,160. Considering traffic counts at the comps relative to the subject, the subject is

indicated to have a superior location to comps 1, 3 and 4 and an inferior location to comp 2. When considering the difference in sale price per unit between comps 2 and 3, the adjustment up of 20% to comps 1, 3 and 4 is reasonable and the adjustment down of 20% to comp 2 is reasonable.

Size

The comps are being adjusted on the basis of price per acre/SF. Larger parcels tend to sell for less per unit than smaller parcels with all other factors being equal.

In this analysis, the comps were adjusted for size difference relative to the subject. It was difficult to locate a recent sale in the subject area of similar size to the subject parcel, as such some of the comps required somewhat significant adjustments for smaller size.

Physical: Topography, Shape, Frontage, Access

This adjustment category is added to reflect differences in physical characteristics that affect appeal and development potential. For instance, a poor topography increases the cost of development and decreases the appeal and development potential of a site. Superior road frontage increases exposure for commercial tracts and also allows for rural tracts to be efficiently subdivided into residential lots along road frontage, thereby increasing appeal and lowering development costs in each case. Convenient and quick access increases utility for more commercial uses, while a parcel's shape can negatively impact its utility or sometimes create areas on a site which have limited value.

In this analysis, the subject is located at an intersection, but the subject does not have access along both roads, as such the positive influence of the subject's corner location is diminished. Comp 2 has a corner influence somewhat similar to the subject; considering the adjusted value per unit of comp 2 relative to the other comps, no adjustment is indicated for the subject's corner location.

Utilities

The availability of water and sewer increases the development potential for a site. Public water availability is an important factor when considering the development potential of sites, especially commercial or industrial sites in rural areas. In addition, lack of either public water or sewer requires a portion of the

site be devoted to well or septic and therefore reduces the amount of the site that can be developed with building or parking improvements.

In this analysis, no adjustment is required.

Other / Zoning

This adjustment category is added to consider any difference between the subject and the comps which could not be appropriately reflected in the other adjustment categories.

In this analysis, no adjustments were required.

Reconciliation of Land Value

The sales in the adjustment grid reflected a range of values as noted below.

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|------------|-----------|-----------|-----------|-----------|
| \$ / Acre | \$433,623 | \$443,802 | \$440,391 | \$526,115 |
| \$ / SF | \$9.95 | \$10.19 | \$10.11 | \$12.08 |
| Gross Adj. | 50.0% | 30.0% | 55.0% | 70.0% |

| CONCLUSIONS | | |
|--------------------|-----------|---------|
| <u>Value Range</u> | Acre | SF |
| Minimum | \$433,623 | \$9.95 |
| Maximum | \$526,115 | \$12.08 |
| Average | \$460,983 | \$10.58 |
| Median | \$442,096 | \$10.15 |

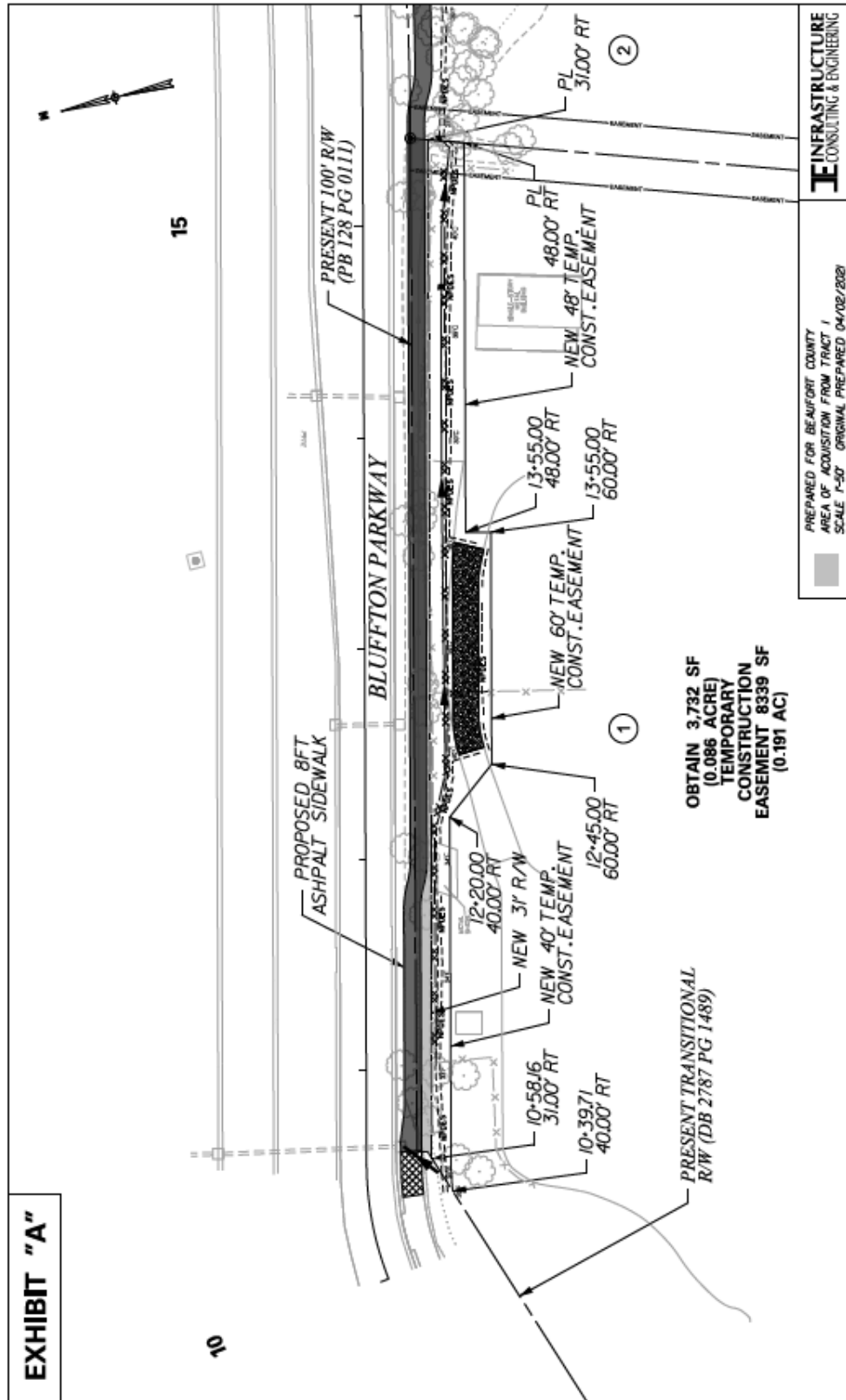
The comps as a group give a good indication into the value of the subject. I have reconciled the value of the subject land near the mean and median of the range at \$450,000 per acre. This reflects a value per SF of \$10.331.

Reconciliation of Land Value – Before Acquisition

The total value of the subject land is calculated as follows:

| Market Value Before | | | | |
|----------------------------|---------------------|------------------|------------------|--------------|
| Area | Size (Acres) | Size (SF) | \$ / Acre | Value |
| Land Area - Unencumbered | 6.750 | 294,030 | \$450,000 | \$3,037,500 |
| Other | 0.000 | 0 | \$0 | \$0 |
| Other | 0.000 | 0 | \$0 | \$0 |
| Total | 6.750 | 294,030 | | \$3,037,500 |
| | | | Rounded | \$3,037,500 |

Acquisition Exhibit



Description of the Acquisition

The acquisition is generally described as a strip acquisition along the subject's Bluffton Parkway frontage. The strip is indicated to be about 8' in width. The exhibit indicates there are no improvements within the permanent easement acquisition; the chain link fence is indicated to be outside the permanent easement acquisition.

The TCE being acquisition is a variable width strip located behind the permanent easement acquisition. A section of chain link fencing is within the TCE. The chain link fencing will be reset after the TCE is abandoned.

Description of Subject After Acquisition

After the acquisition, the subject will be similar to before the acquisition except an easement will encumber a strip of area of the subject along the subject's frontage with Bluffton Parkway. The subject parcel will be the same size, but the easement will allow for construction of a sidewalk within the easement area.

Because the easement will be for the utilization of the surface area of the subject, the easement essentially prevents the use of the easement area by the owner for uses such as parking lot or open storage. This effectively results in a near 100% utility loss of the area from the before.

HIGHEST AND BEST USE – After Acquisition

The highest and best use of the subject after the acquisition is unchanged and is the same as the before.

Land Valuation – After Acquisition

The same sales and adjustments used to value the subject land before the acquisition are used to value the subject in the after. The value of the land within the permanent easement area requires a -95.00% adjustment due to the encumbrance of the new easement. This results in a value of the unencumbered area of the subject being \$450,000 per acre and the value of the new permanent easement area being \$22,500 per acre.

As a temporary construction easement is also being acquired, the value of the temporary construction easement must be considered in the after value. The value of the temporary construction easement is shown below.

TCE Value Estimate:

The temporary construction easement has an irregular shape and small size and locating comparable land rents is not feasible. As an alternative, since the value of the land is known, a reasonable capitalization rate can be applied to the land value to reflect a reasonable rental rate for the land.

| | |
|---------------------|----------------------------------|
| Temporary Easement: | 8,339 SF |
| x Unit Value | <u>\$10.331 /SF</u> |
| | \$ 86,147 Fee Simple Value |
| x Cap Rate: | <u>8.00%</u> |
| | \$ 6,892 Annual Rent (NNN basis) |
| | \$ 574 Monthly Rent |
| Temp. Ease. Value | \$ 3,446 6 Months TCE |
| | \$ 3,500 Rounded |

Site Improvements Acquired: None indicated

Applying the values noted above to the after size reflects the after value of the subject.

| Market Value After | | | | |
|---------------------------|---------------------|------------------|----------------------|--------------------|
| Area | Size (Acres) | Size (SF) | \$ / Acre | Value |
| Land Area - Unencumbered | 6.664 | 290,298 | \$450,000 | \$2,998,946 |
| Easement Area | 0.086 | 3,732 | \$22,500 | \$1,928 |
| Other | 0.000 | 0 | \$0 | \$0 |
| Total | 6.750 | 294,030 | | \$3,000,874 |
| | | | Site Imp. Acq. | \$0 |
| | | | Temp. Cons. Easement | -\$3,500 |
| | | | | \$2,997,374 |
| | | | rounded | \$2,997,400 |

Value of Acquisition

The before value established in this report will be compared to the after value established in this report and the difference in the two values reflects the value of the acquisition. This is shown as follows:

| Value of Acquisition | |
|----------------------------------|--------------------|
| Market Value Before..... | \$3,037,500 |
| Market Value After..... | \$2,997,400 |
| Value of Acquisition..... | \$40,100 |

The value of the acquisition from the subject property, as of the date of value, is:

\$40,100

PREMISES OF THE APPRAISAL

All analyses and conclusions in this appraisal are based on the following Assumptions and Limiting Conditions, Definitions and Concepts, and Identification of the Subject Property. Recognizing the premises of the appraisal is vital to this appraisal assignment and to the analyses and conclusions that grow out of these premises. In conducting this appraisal, it is assumed, except as otherwise noted in the report, as follows:

Assumptions and Limiting Conditions

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

Our appraisal report is subject to the following limiting conditions, except as otherwise noted in our report.

7. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
8. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
9. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
10. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
11. We are not required to give testimony or to be in attendance in court or any government or other hearing with reference to the property without written

contractual arrangements having been made relative to such additional employment.

12. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
13. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
14. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
15. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the A.R. Martin Company) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without prior written consent from the A.R. Martin Company.
17. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
18. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
19. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
20. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
21. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

22. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
23. The analyses contained in this report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
24. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to *ADA*. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
25. This appraisal report has been prepared for the exclusive benefit of the client referenced in this report. It may not be used or relied upon by any other party. All parties who use or rely upon any information in this report without our written consent do so at their own risk.
26. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
27. We have not been provided with any evidence or documentation as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal, unless otherwise noted in the report.

ADDENDUM

Appraiser Qualifications

ANTHONY R. MARTIN, MAI

A.R. Martin Company
100-F Old Cherokee Road, # 326, Lexington, SC 29072
803-359-4398 office – 803-960-4531 cell - tmartin@armartin.com

EXPERIENCE

A real estate appraiser since 1993, Mr. Martin has appraised commercial, residential and special use properties with extensive experience in eminent domain appraisal work. Mr. Martin has appraised a variety of public works projects for government agencies and has served as an expert witness testifying in numerous counties throughout South Carolina.

TYPES OF PROPERTIES APPRAISED

| | |
|-------------------------|---|
| <u>Commercial:</u> | retail, retail strip, office, restaurant |
| <u>Special Purpose:</u> | church, convenience store, self-storage, auto service, trucking facility, golf course |
| <u>Industrial:</u> | office warehouse, warehouse, manufacturing |
| <u>Residential:</u> | apartment community, mobile home park, subdivision development |
| <u>Land:</u> | all property types and sizes |

Sample Assignments: Various valuation assignments include:

| | |
|---------------------|--|
| Commercial Lending: | A variety of commercial property types appraised for financial institutions. |
| Road Projects: | Appraisal of numerous road right-of-way projects which include road widening projects, new road corridor projects and dirt road paving projects. Sample of major road projects include: I-73/Dillon County, Bluffton Parkway/Beaufort County, Hwy 378/Florence County, Aynor Overpass/Horry County, I-520/Aiken County, Hwy 1/Richland County, Hwy 68 Hampton County, Hwy 17 Colleton County, Hwy 501/Marion County, Hwy 302/Lexington County, Hwy 101/Spartanburg County, Hwy 521/Clarendon County, Carolina Bays Prkwy/Horry County. |
| Utility Projects: | Appraisal work in new sewer line right-of-way, new water line right-of-way and new power line right-of-way has been performed in numerous counties throughout the state. |
| Litigation: | Mr. Martin has testified as an expert witness at trial under cross examination more than 15 times, testified in judge decision hearings more than 20 times and has been deposed and written appraisals for litigation dozens of times, all in various counties. |

EDUCATION

Bachelor of Science in Business Administration - Finance Minor, Winthrop University.

| | |
|------------------------------|--|
| Appraisal Institute Courses: | 110 – Appraisal Principles, 120 – Appraisal Procedures, 310 Basic Income Capitalization, 320 General Applications, USPAP, 510 – Advanced Income Capitalization, 520 – Highest and Best Use and Market Analysis, 530 – Advanced Sales Comparison and Cost Approach, 540 – Report Writing and Valuation Analysis, 550 – Advanced Applications, various seminars. |
|------------------------------|--|

APPRAISAL LICENSE AND PROFESSIONAL AFFILIATIONS

South Carolina Certified General Real Estate Appraiser #1729; MAI (Member of the Appraisal Institute)

SAMPLE OF CLIENTS

National banks, community banks, South Carolina state government, various city governments, various county governments, cooperative utilities, attorneys and private individuals.

Appraisal License

State of South Carolina **BCD1265094**
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board
ANTHONY RAY MARTIN
Is hereby entitled in practice as a:
Certified General Appraiser
License Number: 1729
Expiration Date: 06/30/2022
OFFICE COPY



Laura L. Smith
Administrator

ANTHONY R. (TONY) MARTIN – APPRAISAL EXPERIENCE IN LITIGATION

| Year | Event | Description |
|-------------|--------------|--|
| 2020 | Trial | Expert testimony and cross examination for condemnation on Clearwater Road Widening Project. Aiken County |
| 2020 | Deposition | Deposed regarding appraisal for Clements Ferry Road Project. Berkeley County |
| 2019 | Deposition | Deposed regarding appraisal for Port Access Road Project. Charleston County |
| 2019 | Trial | Expert testimony and cross examination for condemnation on Atlas Road Widening Project. Richland County |
| 2019 | Deposition | Deposed regarding appraisal for Atlas Road Widening Project. Richland County |
| 2017 | Trial | Expert testimony and cross examination in reduced access condemnation case for Boundary Street project. Beaufort County, SC |
| 2017 | Deposition | Deposed regarding appraisal for Boundary Street project. Beaufort County, SC |
| 2017 | Deposition | Deposed regarding appraisal for Boundary Street project. Beaufort County, SC |
| 2015 | Deposition | Deposed regarding appraisals for Boundary Street project. Beaufort County, SC |
| 2014 | Deposition | Deposed regarding appraisal for Aynor Overpass project. Horry County |
| 2014 | Trial | Expert testimony and cross examination for Aynor Overpass project. Horry County |
| 2014 | Trial | Expert testimony and cross examination in condemnation case for Interstate 73 project. Dillon County |
| 2012 | Trial | Expert testimony and cross examination in condemnation case for Bluffton Parkway project. Beaufort County, SC |
| 2012 | Trial | Expert testimony and cross examination in condemnation case for City of Columbia ditch improvement project. Richland County |
| 2011 | Deposition | Deposed regarding appraisal for Bluffton Parkway project. Beaufort County, SC |
| 2011 | Deposition | Deposed regarding appraisals of 26 single family homes for lawsuit due to flooding of homes not in flood zone. Charleston County, SC |
| 2011 | Deposition | Deposed regarding a ground contamination case involving a Pizza Hut. Kershaw County, SC |
| 2011 | Trial | Expert testimony and cross examination in case of 26 single family homes which flooded but were not in flood zone. Charleston County, SC |
| 2010 | Deposition | Deposed regarding appraisal for Bluffton Parkway project. Beaufort County, SC |
| 2010 | Trial | Expert testimony and cross examination in condemnation of a golf |

| | | |
|------|------------|---|
| | | course impacted by Bluffton Parkway project. Beaufort County, SC |
| 2009 | Deposition | Deposed regarding appraisal for Hungry Neck Blvd. project. Charleston County, SC |
| 2009 | Trial | Expert testimony and cross examination in condemnation case for Hwy 501/Hwy 38 project. Marion County, SC |
| 2008 | Trial | Expert testimony and cross examination in condemnation case for land impacted by Aynor Overpass project. Horry County, SC |
| 2008 | Deposition | Deposed regarding appraisal of subdivision impacted by new transmission power line right of way. Hampton County, SC |
| 2008 | Trial | Expert testimony and cross examination in condemnation of acquisition needed for Hwy 68 project. Hampton County, SC |
| 2007 | Trial | Expert testimony and cross examination in condemnation case. Beaufort County, SC |
| 2007 | Deposition | Deposed regarding appraisal of parcel impacted by new Interstate 520 project. Aiken County, SC |
| 2007 | Mitigation | Appraised and participated in mitigation for acquisition of land being acquired for transmission power line right of way. Florence County, SC |
| 2007 | Deposition | Deposed regarding appraisals of parcels impacted by Aynor Bypass road project. Horry County, SC. |
| 2007 | Deposition | Deposed regarding appraisal of single-family home impacted by flooding but which was not in flood zone. Richland County, SC |
| 2006 | Trial | Expert testimony and cross examination in condemnation of acquisition needed for Hwy 101 project. Spartanburg County, SC |
| 2005 | Trial | Expert testimony and cross examination in condemnation of acquisition for Hwy 521 project. Williamsburg County, SC |
| 2004 | Hearing | Expert testimony in a leasehold interest case. Richland County, SC |
| 2003 | Trial | Expert testimony and cross examination in condemnation of acquisition for Hwy 1 project. Richland County, SC |
| 2002 | Trial | Expert testimony and cross examination in condemnation of acquisition needed for Hwy project. Chesterfield County, SC |

In addition to the items noted above, there have been more than 20 appearances at court hearings to testify to value for condemnation cases involving cloudy titles. Also, dozens of appraisals have been written for litigation in which a settlement was achieved without deposition or trial.

The A.R. Martin Company
Real Estate Valuation and Consulting

A.R. Martin Company

The A.R. Martin Company is a real estate appraisal and real estate consulting company centrally located in South Carolina just outside of Columbia. Established in 2002, the president and owner (Tony Martin) has been appraising real estate since 1993 and holds the MAI designation from the Appraisal Institute. The company's primary work involves performing commercial real estate appraisals for lending institutions and eminent domain appraisals for government clients as well as private individuals and corporations impacted by eminent domain acquisitions.

The company performs appraisals statewide throughout South Carolina. In addition to a variety of bank assignments in various counties, the company has appraised numerous road widening and new road corridor projects, as well as power-line right-of-way and water/sewer line right-of-way projects. Anthony (Tony) Martin is on the approved appraiser list for all major banks in South Carolina, as well as the approved appraiser list for the South Carolina Department of Transportation, and has performed appraisals for numerous local government entities and utilities throughout the state. A sample of recent major road projects appraised include: Interstate 73 (Dillon County), Palmetto Parkway / Interstate 520 (Aiken County), Bluffton Parkway (Beaufort County), Carolina Bays Parkway (Horry County), Hungry Neck Blvd. (Charleston County), US Highway 17 widening (Colleton County), US Highway 501 / 38 (Marion County), US Highway 378 widening (Florence County), Boundary Street widening (city of Beaufort), Sweetgrass Basket Parkway (Town of Mt. Pleasant), Leesburg Road widening (Richland County), US 1 widening (Lexington County), Clearwater Road widening (Aiken County), Port Access Road (Charleston County).

The A.R. Martin Company also provides real estate appraisal and consulting work for litigation purposes. Mr. Martin has been qualified as an expert witness in numerous counties throughout the state and has extensive experience testifying in condemnation cases as well as lawsuits between private companies and individuals. Appraisal review work is also offered.

100-F Old Cherokee Road • #326 • Lexington, SC 29072
Office: 803-359-4398 • Cell: 803-960-4531 • tmartin@armartin.com

End of Report

RESOLUTION NO. 2022/_____

A RESOLUTION REGARDING THE USE OF EMINENT DOMAIN FOR THE ACQUISITION OF PORTIONS OF PARCEL ID NUMBERS R600 039 000 130A AND R600 039 000 1704

WHEREAS, the Bluffton Parkway Pathway Extension is an 8' shared use path connecting the existing pathway on Bluffton Parkway to the existing sidewalk on Bluffton Road.; and

WHEREAS, as per the Intergovernmental Agreement with SCDOT, the County's 2018 Sales Tax Program has complied with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended, to obtain right of way to install the pathway; and

WHEREAS, the County obtained appraisals for parcel R600 039 000 130A; and

WHEREAS, the County's offer for parcel R600 039 000 1704 is to comply with the original development agreement since a portion of the pathway resides on this tract and connect to it. The offer is to receive credit against their open space requirements with no monetary compensation; and

WHEREAS, the owner of the parcels has demanded significantly higher compensation for both parcels, has declined all offers and is not willing to counter-offer or coordinate further; and

WHEREAS, Council finds that these portions of the parcels are necessary for the project, and that acquisition through eminent domain is necessary and proper;

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

1. County Council authorizes the County Administrator to initiate and prosecute eminent domain actions for the acquisition of the properties described above.
2. All expenses associated with eminent domain will be funded from the 2018 One Cent Sales Tax Sidewalks and Multi-Use Pathways account 47050011-54510.

SO RESOLVED, this _ day of __February, 2022.

Attest:

Joseph Passiment, Jr., Council Chair

Sarah Brock, Clerk to Council

278 Corridor MKSK Recommendations Town & County Value Engineering Opportunities (7 of 26)

Bridge

- #14 - Improve Gateway Arrival Experience
- #16 - Reduce Number of Breakdown Lanes
- #17 - Increase Trail Width
- #18 - Design a more Picturesque Bridge

Off-Bridge

- #3 - Vary Medium Widths
- #5 - Utilize Adaptive Signals
- #12 - Evaluate Island-wide Road System

Town - County Opportunities (costs TBD)

- #3 - Vary Medium Widths (cost)
- #5 - Utilize Adaptive Signals (referred from SCDOT)
- #12 - Evaluate Island Road System (out of Scope)
- #14 - Improve Gateway Arrival Experience (cost)
- #17 - Increase Bridge Trail Width (cost)
- #18 - Design a more Picturesque Bridge (cost)

SCDOT Opportunity

- #16 - Reduce # of Breakdown Lanes (savings)

278 Corridor MKSK Recommendations Primarily Town Issues (19 of 26)

- #1 - Reduce Lane Widths (work-in-progress)
- #2 - Eliminate Raised Curbs (work-in-progress)
- #4 - Use More Town Land (work-in-progress)
- #6 - Reduce Curb Cuts (work-in-progress)
- #7 - 2nd Trail on Southside (rejected)
- #8 - Improve Trails (work-in-progress)
- #9 - Improve Views (rejected)
- #10 - Improve Signage (work-in-progress)
- #11 - Reduce Speed Limits (to be 45 MPH)
- #13 - Improve Moss Creek Area (work-in-progress)
- #15 - Separate into 2 Bridges (\$30M - rejected by CC)
- #19 - Single Signal on Jenkins Island (agreed)
- #20 - Improve Stoney Intersection Designs (agreed)
- #21- Eliminate “U-turns” (agreed)
- #22 - Eliminate Signal at Old Wild Horse Rd (agreed)
- #23 - Create a Stoney Park (Town option)
- #24 - Create a Stoney Visitors Center (Town option)
- #25 - Create a Stoney Vision Plan (Town option)
- #26 - Create a Stoney Devel Corp (Town option)