



County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

**Monday, December 11, 2023
5:00 PM**

AGENDA

COUNCIL MEMBERS:

**JOSEPH F. PASSIMENT, CHAIRMAN
DAVID P. BARTHOLOMEW
LOGAN CUNNINGHAM
YORK GLOVER
MARK LAWSON
ANNA MARIA TABERNIK**

**LAWRENCE MCELYNN, VICE CHAIR
PAULA BROWN
GERALD DAWSON
ALICE HOWARD
THOMAS REITZ**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member Alice Howard
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 October 9, 2023, October 23, 2023 and November 13, 2023
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING OYSTER RECYCLING DAY - Council Member Alice Howard
- [8.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING PAT HARVEY-PALMER - Council Member Alice Howard
- [9.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING BOARDS AND COMMISSIONS LIAISON CHRIS DIJULIO-COOK- Chairman Joseph Passiment
- [10.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING THE EMERGING LEADERS PROGRAM - Chairman Joseph Passiment
- [11.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING TAMEKIA GREEN-JUDGE - Chairman Joseph Passiment
- [12.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING THE BEAUFORT COUNTY CORONER'S OFFICE FOR RECEIVING THEIR CERTIFICATE OF ACCREDITATION - Vice-Chairman Lawrence McElynn

CITIZEN COMMENTS

13. CITIZEN COMMENT PERIOD - 15 MINUTES TOTAL

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to AGENDA ITEMS ONLY and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.

COMMITTEE REPORTS

14. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

15. APPROVAL OF CONSENT AGENDA

16. TIME-SENSITIVE ITEM ORIGINATING FROM THE 12.11.23 PUBLIC FACILITIES AND SAFETY MEETING- APPROVAL OF A RESOLUTION TO ADOPT THE RECOMMENDATIONS OF THE SALES TAX ADVISORY COMMITTEE (STAC) REGARDING CONSIDERATION OF A 2024 SALES TAX REFERENDUM

17. FIRST READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO (**FISCAL IMPACT: The award will be from the State ATAX Fund 2000, Budget Line Item 2000-10-0000-55000, direct subsidies, in the current fiscal year**)

18. FIRST READING OF AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2 MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE SALE OF REAL PROPERTY (**FISCAL IMPACT: Proceeds from sale of real property to be used for expansion and improvement projects to the Alljoy Boat landing and surround area, any remaining funds to be allocated to the Capital Improvement Fund for other capital improvement projects in Beaufort County**)

19. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH CINDY HOLLMAN (**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies**)

20. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH MATT ARCHER (**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies**)

21. FIRST READING OF AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND

22. APPROVAL OF A RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT PRIVATE BUSINESS USE POLICY, APPLICATION, AND FEE SCHEDULE

- [23.](#) APPROVAL OF A RESOLUTION REALLOCATING SIX-HUNDRED THOUSAND DOLLARS OF AMERICAN RESCUE PLAN ACT REVENUE FROM INFRASTRUCTURE PROJECTS TO WORKFORCE HOUSING PROJECTS **(FISCAL IMPACT: Reallocation of \$600,000 of ARPA funds from infrastructure to workforce housing. Account No: 2330-10-0000-55000, with an account balance of \$8,191,000)**
- [24.](#) APPROVAL OF A RESOLUTION ADOPTING THE BEAUFORT COUNTY EMPLOYEE HANDBOOK
- [25.](#) APPROVAL OF A RESOLUTION FOR COMMISSIONED PUBLIC WORKS CODE ENFORCEMENT OFFICERS
- [26.](#) APPROVAL OF A RESOLUTION FOR AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS **(FISCAL IMPACT: \$1,250,000.00)**
- [27.](#) APPROVAL OF A RESOLUTION REPEALING AND REPLACING COUNCIL’S RULES AND PROCEDURES
- [28.](#) APPROVAL OF THE 2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE
- [29.](#) APPROVAL OF AN RFQ TO SOLICIT RESUMES AND QUALIFICATIONS FROM EXECUTIVE SEARCH FIRMS TO ASSIST IN THE RECRUITMENT AND SELECTION OF A COUNTY ADMINISTRATOR **(FISCAL IMPACT: the projected fiscal impact will be determined during the firm selection process)**

CITIZEN COMMENTS

30. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.

EXECUTIVE SESSION

- 31. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (BEAUFORT COUNTY V BROAD CREEK DEVELOPMENT, LLC)
 - 32. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) DISCUSSION OF MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (INQUIRES AND INVESTIGATIONS PURSUANT TO S.C. CODE SECTION 4-9-660)
-

END OF EXECUTIVE SESSION

- 33. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 34. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Community Services and Public Safety Committee

Items Originating from the Public Facilities & Safety Committee

- 1.** SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH TIM VERROI **(FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$145.20 (88 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$1742.40. These lease rates are in accordance with current Beaufort County lease policies)**

Vote at First Reading on November 13, 2023- 11:0

- 2.** SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH BEAUFORT FLIGHT TRAINING **(FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$437.25 (265 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$5247.00. These lease rates are in accordance with current Beaufort County lease policies)**

Vote at First Reading on November 13, 2023- 11:0

- 3.** APPROVAL OF CONTRACT AWARD TO O'QUINN MARINE CONSTRUCTION FOR IFB #110123 SPANISH MOSS TRAIL BATTERY CREEK BRIDGE REPAIR PHASE 2 **(FISCAL IMPACT: \$605,000. Funding to come from an A-Tax Grant 2001-10-0000-55000 Current account balance is \$3,142,240.64 with \$609,464 budgeted for this project)**

- 4.** APPROVAL OF CONTRACT AWARD TO PARAGON BUILDERS FOR IFB #090823 BUCKWALTER RECREATION CENTER GENERATOR **(FISCAL IMPACT: \$409,420.00 Funding comes from Parks and Recreation Capital Fund account number 1040-80-1600-54200)**

- 5.** APPROVAL TO AUTHORIZE THE INTERIM ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH LOWCOUNTRY FERRY, LLC FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND **(FISCAL IMPACT: \$250,000 in this budget year from General Fund Fund Balance. \$365,000 annually beginning in the new budget year)**

Items Originating from the Finance, Administration, and Economic Development Committee

- 6.** THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S FISCAL YEAR 2024 BUDGET ORDINANCE (ORDINANCE NO. 2023/22) TO PROVIDE ROLLOVER APPROPRIATIONS IN THE AMOUNT OF \$3,432,768 FROM THE CAPITAL IMPROVEMENT FUND (FUND 1040) FOR CAPITAL IMPROVEMENT PROJECTS APPROVED BUT NOT COMPLETED IN FISCAL YEAR 2023 **(FISCAL IMPACT: This will increase the Capital Improvement Fund's budget from \$21,232,455 to \$24,665,223. There will be a balance of \$703,423 remaining in Fund Balance should 100% of all budgeted line items be expended FY'24)**

Vote at First Reading on October 23, 2023- 9:0

Vote at Public Hearing and Second Reading on November 13, 2023- 11:0

- 7.** THIRD READING OF AN ORDINANCE ADOPTING AMENDMENTS TO THE BUSINESS AND PROFESSIONAL LICENSES ORDINANCE CHAPTER 18, ARTICLE III, SECTION 18-67 (A) (B), APPENDIX A&B **(FISCAL IMPACT: Updated Rate Schedule will have a minor fiscal revenue impact.)**

Vote at First Reading on October 23, 2023- 9:0

Vote at Public Hearing and Second Reading on November 13, 2023- 11:0

8. THIRD READING OF AN ORDINANCE RATIFYING THE SALARIES FOR VARIOUS ELECTED OFFICIALS AND TO AMEND SECTION 2-347 OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED AND APPOINTED OFFICIALS (***FISCAL IMPACT: Potential salary amounts owed totals \$45,417.78 to be paid from the payroll contingency account***)

Vote at First Reading on September 25, 2023 - (send back to Finance, Administration, and Economic Development Committee) 6:4

Vote at Finance, Administration, & Economic Development Committee on October 16, 2023- 7:0

Vote at First Reading on October 23, 2023- 9:0

Vote at Public Hearing and Second Reading on November 13, 2023- 11:0

9. APPOINTMENT OF AMANDA DICKMAN, LIBRARY DIRECTOR, TO THE FIRST STEPS LOCAL PARTNERSHIP BOARD

10. AGENCIES, BOARDS, AND COMMISSIONS APPOINTMENTS & REAPPOINTMENTS

END OF CONSENT AGENDA

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>



County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, October 09, 2023
5:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/273985>

1. CALL TO ORDER

Vice-Chairman McElynn called the meeting to order at 5:00 p.m.

PRESENT

Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik

ABSENT

Chairman Joseph F. Passiment
Council Member Paula Brown
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Vice-Chairman McElynn led the Pledge of Allegiance, and Council Member Tabernik led the Invocation.

3. FOIA

Vice-Chairman McElynn noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Cunningham, seconded by Council Member Lawson, to approve the agenda.

Motion to Amend: It was moved by Council Member Cunningham, seconded by Council Member Howard, to add an executive session item to discuss pursuant to South Carolina Code of Laws Section 30-4-70 A1 employment, appointment, compensation, promotion, demotion, discipline, or release of a person regulated by a public body.

Main Motion: It was moved by Council Member Cunningham, seconded by Council Member Howard, to approve the agenda as amended.

The Vote - The main motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Tabernik, seconded by Council Member Dawson, to approve the minutes of August 21, 2023, August 24, 2023, August 28, 2023 (1st Meeting), and August 28, 2023 (2nd Meeting).

The Vote - The motion was approved without objection.

6. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=249>

Interim County Administrator Robinson informed the Council that he and a few Assistant County Administrators will participate in an October 18th course run by the South Carolina Association of Counties' Institute of Government for County Officials. Interim County Administrator Robinson highlighted three employees: Deputy County Assessor Milton Boswell, Judge Heather Galvin of Beaufort County's Probate Court, and Latessa Crawford with Records Management.

Ginger Marshall of Beaufort County EMS briefed the Council on the 2nd Annual First Responder Food Drive taking place until November 30, 2023, advertisement of food collection stations through flyers and social media, and the donation split between HELP of Beaufort and Bluffton Self Help.

7. PROCLAMATION RECOGNIZING BULLYING PREVENTION AWARENESS MONTH

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=757>

Council Member Tabernik presented a proclamation recognizing October as Bullying Prevention Awareness Month.

8. CITIZEN COMMENT PERIOD

Please watch the video stream available on the County's website to view the full comment.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=1233>

1. Robert New
2. Roberts Vaux

9. LIASION AND COMMITTEE REPORTS

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=1623>

Council Member Alice Howard commented on the Beaufort Memorial Hospital Board meeting, including the increased number of outpatients, board nominations, pharmacy education on antibiotics, and workforce housing.

Council Member Tabernik commented on Coosa Elementary School's receipt of the National Blue Ribbon Award and Beaufort County School Board's progress on reviewing 97 books, with only 23 remaining for consideration. Council Member Tabernik also commented on the Lowcountry Area Transportation Study meeting, where SCDOT provided updates on I-95, US 17, and \$815 million in anticipated transportation projects from 2023 to 2028.

10. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Howard, seconded by Council Member Cunningham, to approve the consent agenda.

The Vote - The motion was approved without objection.

11. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 34 ULMER ROAD (FISCAL IMPACT: \$3,150,000 Purchase Price plus closing costs and to include all due diligence costs. Funding source is the General Fund- Fund Balance)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=1959>

Vice-Chairman McElynn provided an overview of the Green Space Advisory Committee's creation and purpose, proposed the potential purchase of the 34 Ulmer Road property be referred to the Green Space Advisory Committee for evaluation, and requested the seller submit an application for the property to the Green Space Advisory Committee.

Mike McShane, Chairman of Beaufort County's Green Space Advisory Committee, commented on the County's ability to bring forward an application to the Green Space Advisory Committee on the property. Mr. McShane added that the pre-application process is undergoing evaluation and that applications would be accepted through the end of October.

Council Member Bartholomew and Mr. McShane discussed whether a conservation appraisal would be done. Mr. McShane added that the need for a conservation appraisal would be determined through due diligence.

Council Member Howard and Mr. McShane discussed the County as an application. Mr. McShane noted that an application through the County does not guarantee that the County would purchase the property.

Motion: It was moved by Council Member Cunningham, seconded by Council Member Howard, to approve the third reading of an ordinance authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of real property identified as 34 Ulmer Road.

Discussion: Council Member Cunningham commented on media coverage of the Council's deliberations on this item and the County's interest in securing recreation fields.

Motion: It was moved by Council Member Cunningham, seconded by Council Member Bartholomew, to defer the third reading to refer the property to the Green Space Advisory Committee for evaluation and to hold the third reading after the evaluation is received.

Discussion: Council Member Lawson commented on concerns about housing development on the property and the connection between the Ulmer Road property, Bluffton Recreation Center, and Bailey Memorial Park.

Council Member Bartholomew and County Attorney Keaveny discussed public access to appraisals.

Council Member Cunningham and Mr. McShane discussed the timeline for evaluation, with Mr. McShane noting that the Green Space Advisory Committee has a quarterly application process and that the evaluations would be completed before the next application deadline in January.

The Vote – Voting Yea: Vice-Chairman McElynn, Council Member Bartholomew, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, and Council Member Tabernik. Voting Nay: Council Member Lawson. The motion passed by 7:1.

12. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$23,000,000 OF GENERAL OBLIGATION BONDS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO

Motion: It was moved by Council Member Tabernik, seconded by Council Member Lawson, to approve the public hearing and third reading of an ordinance authorizing the Hilton Head No. 1 Public Service District, South Carolina to issue not exceeding \$23,000,000 of general obligation bonds; and providing for other matters related thereto.

Vice-Chairman McElynn opened the floor for public comment.

No one came forward.

The Vice-Chairman closed the public comment.

The Vote - The motion was approved without objection.

13. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A PROPOSED TEXT AMENDMENT TO ARTICLE 7, DIVISION 7.4, SECTION 7.4.50 (PUBLIC HEARING SCHEDULING AND NOTICE) AND SECTION 7.4.70 (PUBLIC HEARING PROCEDURES) TO CLARIFY THAT PUBLIC COMMENT IS NOT TAKEN FOR APPEALS TO THE PLANNING COMMISSION OR THE ZONING BOARD OF APPEALS

Motion: It was moved by Council Member Howard, seconded by Council Member Dawson, to approve the public hearing and second reading of an ordinance for a proposed text amendment to Article 7, Division 7.4, Section 7.4.50 (Public Hearing Scheduling and Notice) and Section 7.4.70 (Public Hearing Procedures) to clarify that public comment is not taken for appeals to the Planning Commission or the Zoning Board of Appeals.

Vice-Chairman McElynn opened the floor for public comment.

No one came forward.

The Vice-Chairman closed the public comment.

The Vote – The motion was approved without objection.

14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING AMENDMENTS TO CH 38. ARTICLE II. TRASH AND LITTER CONTROL OF THE BEAUFORT COUNTY CODE OF ORDINANCES

Motion: It was moved by Council Member Howard, seconded by Council Member Glover, to approve the public hearing and second reading of an ordinance adopting amendments to CH 38. Article II. Trash and Litter Control of the Beaufort County Code of Ordinances.

Vice-Chairman McElynn opened the floor for public comment.

No one came forward.

The Vice-Chairman closed the public comment.

The Vote – The motion was approved without objection.

15. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING AMENDMENTS TO CHAPTER 62, SOLID WASTE, BEAUFORT COUNTY CODE OF ORDINANCES

Motion: It was moved by Council Member Glover, seconded by Council Member Howard, to approve the public hearing and second reading of an ordinance adopting amendments to Chapter 62, Solid Waste, Beaufort County Code of Ordinances.

Vice-Chairman McElynn opened the floor for public comment.

No one came forward.

The Vice-Chairman closed the public comment.

The Vote – The motion was approved without objection.

16. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON DIANAH’S DRIVE

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=3276>

Motion: It was moved by Council Member Cunningham, seconded by Council Member Howard, to approve the first reading of an ordinance authorizing the Interim County Administrator to execute any and all documents necessary to accept right of way on Dianah’s Drive.

Discussion: Assistant County Administrator Fralix explained that Dianah’s Drive was paved in 2006 as part of the County’s dirt road paving program and that the County could not acquire the full deed to the right of way. ACA Fralix added that this authorization would allow the County to accept the center portion of the right of way not included in the deed.

The Vote – The motion was approved without objection.

17. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 30 HUNTER ROAD WITH EDISON FOARD, INC. (FISCAL IMPACT: Hilton Head Island Airport will receive income generated through lease revenue - -Tenant shall pay \$1,390.00 for office space (814 square feet x \$20.50/12) and \$1,698 for warehouse space (1,406 square feet x \$14.50/12) in monthly base rental payments for premises located at 30 Hunter Rd. These lease rates are in accordance with current Beaufort County lease policies)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=3382>

Motion: It was moved by Council Member Cunningham, seconded by Council Member Glover, to approve the first reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 30 Hunter Road with Edison Foard, Inc.

Discussion: Council Member Tabernik and County Attorney Keaveny discussed the legal review request form in the agenda packet. County Attorney Keaveny noted that the request form was an internal document that should not have been included in the agenda packet.

The Vote – The motion was approved without objection.

18. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH HIGH TIDE AVIATION SCENIC TOURS (FISCAL IMPACT: Beaufort Executive Airport will receive income generated through fuel sales, the airport’s standard 3% operating agreement, and lease revenue --Tenant shall pay \$231.00 (140 square feet x \$19.80/12) in monthly base rental payments for premises located at the Beaufort Executive Airport terminal. These lease rates are in accordance with current Beaufort County lease policies)

Motion: It was moved by Council Member Glover, seconded by Council Member Bartholomew, to approve the first reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with High Tide Aviation Scenic Tours.

The Vote – The motion was approved without objection.

19. **APPROVAL OF A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA) WITH THE DEPARTMENT OF DEFENSE TO SUPPORT OPERATIONS AT THE MARINE CORPS RECRUIT DEPOT PARRIS ISLAND (MCRD PARRIS ISLAND), THE MARINE CORPS AIR STATION (MCAS) AND THE NAVAL HOSPITAL BY PROVIDING GENERAL GOVERNMENTAL SERVICES (FISCAL IMPACT: In each and every task order, the County would quote a fee that covers all time and material costs to perform the identified work)**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=3533>

Motion: It was moved by Council Member Howard, seconded by Council Member Tabernik, to approve a resolution to enter into an Intergovernmental Support Agreement (IGSA) with the Department of Defense to support operations at the Marine Corps Recruit Depot Parris Island (MCRD Parris Island), the Marine Corps Air Station (MCAS) and the Naval Hospital by providing general governmental services.

Discussion: Council Member Glover noted that he supports the IGSA as long as the agreement does not interfere with the work done for the County's citizens. Vice-Chairman McElynn replied that the Council had already discussed that the IGSA would not interfere with the work performed for the County's citizens and that additional staff would be hired if needed.

The Vote – The motion was approved without objection.

20. **APPROVAL OF A RESOLUTION FOR AN ADDENDUM TO A 2020 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TOWN OF HILTON HEAD FOR THE ST. JAMES BAPTIST CHURCH RELOCATION PROJECT (FISCAL IMPACT: As part of the original MOU, both the Town and County deposited \$150,000 each, totaling \$300,000, into an account to share in the costs to prepare all of the preliminary documentation and studies necessary to secure FAA grant funding for the relocation of the Church and School. To date, there are still sufficient funds in the account for the expected expenses, and no additional funding is required by this Addendum)**

Motion: It was moved by Council Member Glover, seconded by Council Member Cunningham, to approve a resolution for an addendum to a 2020 Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church Relocation Project.

The Vote – The motion was approved without objection.

21. **APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM ADMINISTRATOR TO ENTER INTO A MOA BETWEEN BEAUFORT COUNTY AND THE CITY OF BEAUFORT TO EXPLORE THE FEASIBILITY OF CO-LOCATING MUNICIPAL FIRE SERVICE AND COUNTY EMS (FISCAL IMPACT: Funds in the amount of \$25,000+/- are allocated to the building of a new EMS station in the CIP budget Account #10401230-54420. The balance is \$1.5 Million)**

Motion: It was moved by Council Member Tabernik, seconded by Council Member Cunningham, to approve a resolution authorizing the Interim Administrator to enter into a MOA between Beaufort County and the City of Beaufort to explore the feasibility of co-locating Municipal Fire Service and County EMS.

The Vote – The motion was approved without objection.

22. **CITIZEN COMMENT PERIOD**

Please watch the video stream available on the County's website to view the full comment.

<https://beaufortcountysc.new.swagit.com/videos/273985?ts=3721>

1. Sallie Ann Robins
2. Yvonne Wilson

3. Beth McIntyre

4. Arnold L Brown

23. EXECUTIVE SESSION

PURSUANT TO S. C. CODE §30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (REVIEW OF REZONING REQUESTS UNDER THE COMMUNITY DEVELOPMENT CODE)

PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (PERSONNEL EMPLOYMENT LITIGATION)

PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO POTENTIAL LITIGATION (NOTICE OF POTENTIAL ACTION)

PURSUANT TO S.C. CODE SECTION 30-4-70 (A)(1) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO EMPLOYMENT, APPOINTMENT, COMPENSATION, PROMOTION, DEMOTION, DISCIPLINE, OR RELEASE OF A PERSON REGULATED BY A PUBLIC BODY

Motion: It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to enter into an executive session.

The Vote – The motion was approved without objection.

The Council was in executive session from 6:26 p.m. to 7:48 p.m.

24. MATTERS ARISING OUT OF EXECUTIVE SESSION

No matters arose out of the executive session.

25. ADJOURNMENT

Adjourned: 7:48 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, October 23, 2023
5:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/277205>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00 p.m.

PRESENT

Chairman Joseph F. Passiment
Council Member Paula Brown
Council Member Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz

ABSENT

Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance, and Council Member Tabernik led the Invocation.

3. FOIA

Chairman Passiment noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Cunningham, seconded by Council Member Lawson, to approve the agenda.

The Vote – The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, seconded by Council Member Lawson, to approve the minutes of September 11, 2023 (1st meeting at 11:00 a.m.), September 11, 2023 (2nd meeting at 1:00 p.m.), and September 11, 2023 (3rd meeting at 5:00 p.m.).

The Vote – The motion was approved without objection.

6. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=171>

Interim County Administrator Robinson commented on the Stormwater Department's receipt of a letter of appreciation from Council Member Glover on behalf of his constituents, recognizing the Department's drainage work on Eternity Lane. Interim County Administrator Robinson also commented on his acceptance of a \$15,886 EMS Grant-in-Aid from South Carolina's Department of Health and Environmental Control for Beaufort County EMS and Hilton Head Island Fire Rescue.

Interim County Administrator Robinson highlighted three employees: William Love, Executive Director of the Disabilities and Special Needs Department; Stuart Forrest, IT Analyst with the Information Technology Systems Management Department; and Ezetta Gibbs, Programs and Services Coordinator at the Beaufort County Detention Center.

7. PROCLAMATION PRESENTATION TO THE YOUNG MARINES RECOGNIZING RED RIBBON WEEK

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=820>

Council Member Howard presented a proclamation to the Young Marines recognizing Red Ribbon Week from October 23rd to 31st.

8. PROCLAMATION PRESENTATION TO THE COMMUNITY SERVICES / BEAUFORT COUNTY ALCOHOL AND DRUG ABUSE DIVISION RECOGNIZING RED RIBBON WEEK

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=1007>

Chairman Passiment presented a proclamation to the Community Services/Beaufort County Alcohol and Drug Abuse Division recognizing Red Ribbon Week from October 23rd to 31st.

9. PROCLAMATION RECOGNIZING THE PENN CENTER'S 39TH ANNUAL HERITAGE DAYS CELEBRATION

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=1268>

Council Member Glover presented a proclamation recognizing the Penn Center's 39th Annual Heritage Days Celebration from November 9th to 11th.

10. PRESENTATION BY THE COASTAL COMMUNITY DEVELOPMENT CORPORATION (CCDC) WORKFORCE HOUSING FUNDING

Please watch the video stream on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=1540>

Alan Wolf, Chairman of the CCDC and President of the Serg Restaurant Group, presented the Coastal Community Development Corporation's formation in February 2023, its mission to increase the availability of homes for the local and regional workforce, and efforts to lower costs by pursuing grants,

low-cost capital, and investment from the community. Mr. Wolf also provided an overview of CCDC's phased approach to developing workforce housing, including the three units that have already been secured on Hilton Head Island.

Council Member Reitz and Mr. Wolf discussed area median income (AMI) and how property value appreciation would be addressed.

Council Member Glover and Mr. Wolf discussed the expected impact of CCDC, which has a short-term goal of securing 50 hours per year for workforce housing.

Council Member Cunningham and Mr. Wolf discussed the impact on the housing market, with Mr. Wolf noting that a large amount of inventory is regularly changing hands. Mr. Wolf added that it would be approximately five to ten years before the housing market is impacted.

Council Member Tabernik suggested adding an agenda item to the next Community Services and Land Use Committee to discuss how the Interim County Administrator and County staff could assist with funding opportunities.

11. CITIZEN COMMENT PERIOD

Please watch the video stream available on the County's website to view the full comment.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=2794>

1. Skip Hoagland

12. LIASION AND COMMITTEE REPORTS

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=2887>

Council Member Brown noted that she and Council Member Howard attended a Keep Beaufort County Beautiful Board meeting and the Board's interest in having businesses use paper instead of plastic bags.

Council Member Howard commented on the Keep Beaufort County Beautiful Board's new recycling ad for gas stations and the Stormwater Management Board meeting, which covered the cycle of stormwater fees.

Council Member Tabernik commented on her attendance at May River High School's Social Issues Gallery Walk and provided an overview of some projects.

Council Member Dawson highlighted the grand opening of two new pickleball courts at the Burton Wells Complex.

13. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Cunningham, seconded by Council Member Brown, to approve the consent agenda.

The Vote – The motion was approved without objection.

14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON DIANAH'S DRIVE

Motion: It was moved by Council Member Tabernik, seconded by Council Member Glover, to approve the public hearing and second reading of an ordinance authorizing the Interim County Administrator to execute any and all documents necessary to accept right of way on Dianah's Drive.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

The Vote – The motion was approved without objection.

15. **PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 30 HUNTER ROAD WITH EDISON FOARD, INC. (FISCAL IMPACT: Hilton Head Island Airport will receive income generated through lease revenue --Tenant shall pay \$1,390.00 for office space (814 square feet x \$20.50/12) and \$1,698 for warehouse space (1,406 square feet x \$14.50/12) in monthly base rental payments for premises located at 30 Hunter Rd. These lease rates are in accordance with current Beaufort County lease policies)**

Motion: It was moved by Council Member Reitz, seconded by Council Member Glover, to approve the public hearing and second reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 30 Hunter Road with Edison Foard, Inc.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

The Vote – The motion was approved without objection.

16. **PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH HIGH TIDE AVIATION SCENIC TOURS (FISCAL IMPACT: Beaufort Executive Airport will receive income generated through fuel sales, the airport's standard 3% operating agreement, and lease revenue --Tenant shall pay \$231.00 (140 square feet x \$19.80/12) in monthly base rental payments for premises located at the Beaufort Executive Airport terminal. These lease rates are in accordance with current Beaufort County lease policies)**

Motion: It was moved by Council Member Glover, seconded by Council Member Reitz, to approve the public hearing and second reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with High Tide Aviation Scenic Tours.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

The Vote – The motion was approved without objection.

17. **FIRST READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S FISCAL YEAR 2024 BUDGET ORDINANCE (ORDINANCE NO. 2023/22) TO PROVIDE ROLLOVER APPROPRIATIONS IN THE AMOUNT OF \$3,432,768 FROM THE CAPITAL IMPROVEMENT FUND (FUND 1040) FOR CAPITAL IMPROVEMENT PROJECTS APPROVED BUT NOT COMPLETED IN FISCAL YEAR 2023 (FISCAL IMPACT: This will increase the Capital Improvement Fund's budget from \$21,232,455 to \$24,665,223. There will be a balance of \$703,423 remaining in Fund Balance should 100% of all budgeted line items be expended FY'24)**

Motion: It was moved by Council Member Tabernik, seconded by Council Member Glover, to approve the first reading of an ordinance to amend Beaufort County's Fiscal Year 2024 Budget Ordinance (Ordinance No. 2023/22) to provide rollover appropriations in the amount of \$3,432,768 from the Capital Improvement Fund (Fund 1040) for Capital Improvement Projects approved but not completed in Fiscal Year 2023.

The Vote – The motion was approved without objection.

18. **FIRST READING OF AN ORDINANCE ADOPTING AMENDMENTS TO THE BUSINESS AND PROFESSIONAL LICENSES ORDINANCE CHAPTER 18, ARTICLE III, SECTION 18-67 (A) (B), APPENDIX A&B (FISCAL IMPACT: Updated Rate Schedule will have a minor fiscal revenue impact.)**

Motion: It was moved by Council Member Howard, seconded by Council Member Brown, to approve the first reading of an ordinance adopting amendments to the Business and Professional Licenses Ordinance Chapter 18, Article III, Section 18-67 (A) (BB), Appendix A&B.

The Vote – The motion was approved without objection.

19. **FIRST READING OF AN ORDINANCE RATIFYING THE SALARIES FOR VARIOUS ELECTED OFFICIALS AND TO AMEND SECTION 2-347 OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED AND APPOINTED OFFICIALS (FISCAL IMPACT: Potential salary amounts owed totals \$45,417.78 to be paid from the payroll contingency account)**

Motion: It was moved by Council Member Tabernik, seconded by Council Member Brown, to approve the first reading of an ordinance ratifying the salaries for various elected officials and to amend Section 2-347 of the Beaufort County Code of Laws establishing the salaries for various elected and appointed officials.

Discussion: Council Member Tabernik commented on the Council's previous discussions of the approved agenda items.

Council Member Glover and Chairman Passiment discussed the adjustment of the auditor and coroner's salaries to match the 2019 salary rates.

The Vote – The motion was approved without objection.

20. **APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS CHERRY HILL PARK (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000)**

Motion: It was moved by Council Member Howard, seconded by Council Member Brown, to approve a resolution authorizing the Interim County Administrator to enter into a Memorandum of Agreement with the Town of Port Royal for maintenance of County-owned property known as Cherry Hill Park (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000).

The Vote – The motion was approved without objection.

21. **APPROVAL OF A RESOLUTION TO APPROVE RECOMMENDATIONS TO AWARD FY24 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS (FISCAL IMPACT: Awarding \$398,000 of funds which Council appropriated in FY24 to community services organizations- account 10001598-556600 Together for Beaufort County/Public Welfare Subsidies)**

Motion: It was moved by Council Member Lawson, seconded by Council Member Cunningham, to approve a resolution to approve recommendations to award FY24 Community Services Grant Program Funds in the amount of \$398,000 to community services organizations.

The Vote – The motion was approved without objection.

Council Member Glover noted that the award was being granted to 26 organizations within the County.

22. **CITIZEN COMMENT PERIOD**

Please watch the video stream available on the County's website to view the full comment.

<https://beaufortcountysc.new.swagit.com/videos/277205?ts=3586>

- 1. Skip Hoagland
- 2. Don Timms

23. EXECUTIVE SESSION

PURSUANT TO S. C. CODE OF LAWS SECTION 30-4-70(A)(2) DISCUSSION OF CONTRACTUAL ARRANGEMENTS AND OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (INQUIRIES AND INVESTIGATIONS PURSUANT TO S. C. CODE SECTION 4-9-660)

Motion: It was moved by Council Member Cunningham, seconded by Council Member Glover, to enter into an executive session.

The Vote – The motion was approved without objection.

The Council was in executive session from 6:06 p.m. to 6:46 p.m.

24. MATTERS ARISING OUT OF EXECUTIVE SESSION

No matters arose out of the executive session. Chairman Passiment noted that the firm conducting the investigation plans to bring forward suggestions during the November 13, 2023, County Council meeting’s executive session and that there may be matters arising out of the executive session at that meeting.

25. ADJOURNMENT

Adjourned: 6:47 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, November 13, 2023
5:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/280954>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00 p.m.

PRESENT

Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
Council Member Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance, and Council Member Dawson led the Invocation.

3. FOIA

Chairman Passiment noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to approve the agenda.

The Vote – The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, seconded by Council Member Brown, to approve the minutes of September 25, 2023.

The Vote – The motion was approved without objection.

6. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=193>

Interim County Administrator Robinson commented on the groundbreaking ceremony at the Hilton Head Island Airport and the 2-year completion timeline of Phase 1 of the Terminal Improvements Project. Interim County Administrator Robinson also provided updates on the Daufuskie Island Ferry, including the attainment of an OCRM permit for the Cross Island Boat Landing, the construction and installation of the new docking system scheduled to begin on December 4th, 2023, the start of the ferry service from the Cross Island Boat Landing on January 1st, 2024, and review of applications to the RFQ to determine the new ferry service operator.

Interim County Administrator Robinson highlighted three employees: Brycen Campbell, Senior Accountant with the Finance Department; Ileana Herrick, Senior Administration Specialist with Beaufort County Library; and Sidney Berres, Property Tax Technician I in the Auditor's Office.

Lastly, the Interim County Administrator sought and gained the Council's approval for the Paid Leave Time (PLT) Buyback Program and Friday, December 22nd as a Paid Holiday.

7. PROCLAMATION RECOGNIZING BEAUFORT COUNTY DISTRICT TEACHER OF THE YEAR

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=918>

Council Member Tabernik presented a proclamation recognizing April Bryant, a Fifth Grade Teacher at Coosa Elementary, as Beaufort County's District Teacher of the Year.

8. PROCLAMATION RECOGNIZING COOSA ELEMENTARY NATIONAL BLUE RIBBON SCHOOL

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=1149>

Council Member Tabernik presented a proclamation recognizing Coosa Elementary as a National Blue Ribbon School.

9. PROCLAMATION RECOGNIZING NATIONAL AMERICAN INDIAN HERITAGE MONTH

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=1441>

Chairman Passiment presented a proclamation recognizing November as National American Indian Heritage Month.

10. CITIZEN COMMENT PERIOD

Please watch the video stream available on the County's website to view the full comments.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=1577>

1. Skip Hoagland

2. Diederik Advocaat

11. LIASION AND COMMITTEE REPORTS

Please watch the video stream available on the County's website to view the full reports.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=1931>

Council Member Reitz commented on the Hilton Head Island Airport's groundbreaking ceremony on November 9th to celebrate the start of Phase 1 of its Terminal Improvements Project.

Council Member Brown commented on the Southern Carolina Regional Development Alliance's October 25th Board of Directors meeting.

Council Member Tabernik commented on the passing of the Beaufort County School District's \$439 million bond referendum. Council Member Tabernik added that the School District's Citizen-Led Oversight Committee provided their third quarter report outlining the progress and expenditures of the 2019 bond referendum, with 93 projects currently underway and 36 projects completed. Council Member Tabernik also commented on the South Carolina Association of Counties' Subcommittee for Revenue, Finance, and Economic Development's consideration of 40 proposals and provided an overview of relevant proposals.

Council Member Dawson commented on the Lowcountry Council of Governments Board of Directors meeting on October 26th and the new Lowcountry Community Indicators website.

Council Member Howard commented on developments from the Beaufort Memorial Hospital's Board of Trustees and Finance meetings the week of October 23rd, including the Beaufort Memorial Hospital's 5% increase in revenue, the high volume of patients at urgent care centers, and the operation room renovations. Council Member Howard also commented on an agreement allowing Naval Hospital nurses to rotate through Beaufort Memorial Hospital to gain experience in the different areas of specialty. Council Member Howard added that she attended the City of Beaufort and Town of Port Royal meetings on Reimagine Ribaut Road.

12. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Cunningham, seconded by Council Member Brown, to approve the consent agenda.

The Vote – The motion was approved without objection.

13. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S FISCAL YEAR 2024 BUDGET ORDINANCE (ORDINANCE NO. 2023/22) TO PROVIDE ROLLOVER APPROPRIATIONS IN THE AMOUNT OF \$3,432,768 FROM THE CAPITAL IMPROVEMENT FUND (FUND 1040) FOR CAPITAL IMPROVEMENT PROJECTS APPROVED BUT NOT COMPLETED IN FISCAL YEAR 2023 (FISCAL IMPACT: *This will increase the Capital Improvement Fund's budget from \$21,232,455 to \$24,665,223. There will be a balance of \$703,423 remaining in Fund Balance should 100% of all budgeted line items be expended FY'24*)

Motion: It was moved by Council Member Tabernik, seconded by Council Member Bartholomew, to approve the public hearing and second reading of an ordinance to amend Beaufort County's Fiscal Year 2024 Budget Ordinance (Ordinance No. 2023/22) to provide rollover appropriations in the amount of \$3,432,768 from the Capital Improvement Fund (Fund 1040) for capital improvement projects approved but not completed in fiscal year 2023.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

The Vote – The motion was approved without objection.

14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING AMENDMENTS TO THE BUSINESS AND PROFESSIONAL LICENSES ORDINANCE CHAPTER 18, ARTICLE III, SECTION 18-67 (A) (B), APPENDIX A&B (FISCAL IMPACT: Updated Rate Schedule will have a minor fiscal revenue impact.)

Motion: It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to approve the public hearing and second reading of an ordinance adopting amendments to the Business and Professional Licenses Ordinance Chapter 18, Article III, Section 18-67 (A) (B), Appendix A&B.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

The Vote – The motion was approved without objection.

15. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE RATIFYING THE SALARIES FOR VARIOUS ELECTED OFFICIALS AND TO AMEND SECTION 2-347 OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED AND APPOINTED OFFICIALS (FISCAL IMPACT: Potential salary amounts owed totals \$45,417.78 to be paid from the payroll contingency account)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=2637>

Motion: It was moved by Council Member Howard, seconded by Council Member Brown, to approve the public hearing and second reading of an ordinance ratifying the salaries for various elected officials and to amend Section 2-347 of the Beaufort County Code of Laws establishing the salaries for various elected and appointed officials.

Chairman Passiment opened the floor for public comment.

1. Skip Hoagland

The Chairman closed the public comment.

Discussion: Council Member Bartholomew commented that the raise is not for Council Members but other elected officials within the County whose salaries were incorrect.

The Vote – The motion was approved without objection.

16. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH BEAUFORT FLIGHT TRAINING (FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$437.25 (265 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$5247.00. These lease rates are in accordance with current Beaufort County lease policies)

Motion: It was moved by Council Member Bartholomew, seconded by Council Member Reitz, to approve the first reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with Beaufort Flight Training.

The Vote – The motion was approved without objection.

17. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH TIM VERROI (FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$145.20 (88 sq ft x \$19.80/12) in monthly base lease payments for premises

located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$1742.40. These lease rates are in accordance with current Beaufort County lease policies)

Motion: It was moved by Council Member Bartholomew, seconded by Council Member Glover, to approve the first reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with Tim Verroi.

The Vote – The motion was approved without objection.

18. APPROVAL OF A RESOLUTION TO ACCEPT THE RECOMMENDATIONS FROM THE US 278 CORRIDOR PROJECT JOINT INDEPENDENT REVIEW PERFORMED BY CBB AND AUTHORIZATION FOR THE INTERIM COUNTY ADMINISTRATOR TO SEND CORRESPONDENCE TO TOWN OF HILTON HEAD REQUESTING THEIR MUNICIPAL CONSENT FOR THE PROJECT (FISCAL IMPACT: N/A)

Motion: It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to approve a resolution to accept the recommendations from the US 278 Corridor Project Joint Independent Review performed by CBB and authorization for the Interim County Administrator to send correspondence to Town of Hilton Head requesting their municipal consent for the project.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. Voting Nay: Council Member Brown and Council Member Reitz. The motion passed by 9:2.

19. APPROVAL OF A RESOLUTION DECLARING THE RESULTS OF BOND REFERENDA CONDUCTED IN THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA ON NOVEMBER 7, 2023

Motion: It was moved by Council Member Glover, seconded by Council Member Howard, to approve a resolution declaring the results of bond referenda conducted in the Fripp Island Public Service District, South Carolina, on November 7, 2023.

The Vote – The motion was approved without objection.

20. CITIZEN COMMENT PERIOD

Please watch the video stream available on the County's website to view the full comments.

<https://beaufortcountysc.new.swagit.com/videos/280954?ts=2852>

1. Senator Margie Bright Matthews
2. Skip Hoagland
3. Felice LaMarca

21. EXECUTIVE SESSION

PURSUANT TO S. C. CODE OF LAWS SECTION 30-4-70(A)(2) DISCUSSION OF CONTRACTUAL ARRANGEMENTS AND OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (INQUIRIES AND INVESTIGATIONS PURSUANT TO S. C. CODE SECTION 4-9-660)

PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) DISCUSSIONS INCIDENT TO CONTRACTUAL ARRANGEMENTS (CommunityWorks)

PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION

PURSUANT TO S.C. CODE SECTION 30-4-70(A)(1) DISCUSSION OF EMPLOYMENT OF A PERSON REGULATED BY COUNTY COUNCIL

Motion: It was moved by Council Member Howard, seconded by Council Member Cunningham, to enter into an executive session.

The Vote – The motion was approved without objection.

The Council was in an executive session from 5:58 p.m. to 7:33 p.m.

22. MATTERS ARISING OUT OF EXECUTIVE SESSION

No matters arose out of the executive session.

23. ADJOURNMENT

Adjourned: 7:33 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:

~ Proclamation ~

Whereas oysters are keystone species and a crucial part of our coastal ecosystem and the population of oysters has decreased to a fraction of their historic levels; and

Whereas adult oysters release millions of fertilized eggs during the summer months, larvae (young, free-swimming oysters) may be carried great distances from where they were released. When development is complete, young oysters must attach to a hard substrate, such as a shell, and if no suitable substrate exists, the oyster will die; and

Whereas overharvesting, pollution, and habitat destruction have contributed to the decline of oysters and oyster reefs; and

Whereas oysters are more than just a seafood delicacy, oysters build reefs providing essential habitats for fish, shrimp, crabs, and other species and can filter up to 2.5 gallons of water every hour. Oyster reefs also act as natural breakwaters that absorb wave energy and protect shorelines from erosion; and

Whereas properly managing the state's oyster beds, replanting oyster shells, and maintaining these important habitats is an important way of ensuring that suitable habitat is available for future generations of oysters; and

Whereas South Carolina has a critical shortage of oyster shells. South Carolina Department of Natural Resources (SCDNR) has organized a statewide oyster shell recycling program; and

Whereas SCDNR collects oyster shells from oyster roast events, public oyster shell recycling drop-off bins, and restaurants that participate in recycling shells. Beaufort County currently has 7 drop-off recycling locations and 9 restaurants that participate in oyster shell recycling; and

Whereas by going to the nearest shell recycling station or a supporting restaurant that recycles shells, Beaufort County citizens have an opportunity to help restore, preserve, and enhance South Carolina's oyster habitats by recycling.

Now, therefore, it is resolved that Beaufort County Council proclaims

Monday, December 11, 2023, as Oyster Recycling Day



Dated this 11th Day of December 2023

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

~ Proclamation ~

Whereas Pat Harvey-Palmer is a well-known and respected realtor, a business owner, a quiet leader in our community, and a Beaufort County treasure; and

Whereas during parade season, Pat is dual-hatted, selling real estate and organizing parades in Beaufort County; and

Whereas Pat has been coordinating parades in Beaufort County for 20 years and for several years, she has spearheaded the Christmas and Water Festival Parade. Pat also organized the parade for Beaufort County's local celebrity and American Idol winner, Candace Glover; and

Whereas In 2015, Pat planned and executed the Parris Island Centennial Parade, celebrating Parris Island's 100-year presence in Beaufort County; and

Whereas Pat was recently asked to take the lead for the Veterans Day Parade, which had the largest participation in both units and spectators; and

Whereas Beaufort County's local Lion's Club has always been involved in the planning of parades. As a member of the club, Pat took the reins, feeling the need for more organized parades. With Pat, the Lion's Club, the Beaufort Radio Amateur Group (BRAG), and the local HAM operators, over forty near-perfect parades have been orchestrated; and

Whereas Hours before a parade starts, you can find Pat running a tight ship with her clipboard and whistle, ensuring every unit is lined up in the correct position and on time. When asked what happens if it rains, Pat says, "It never rains on my parade,"; and

Whereas Everyone loves a parade, and we thank Pat Harvey-Palmer for delivering. Pat's flexibility and insistence on safety ensure an enjoyable parade. Pat's joyful memories are watching the community come together as one big family and enjoying everything Beaufort has to offer; and

Whereas Pat Harvey-Palmer was the first Beaufort Person of the Year, recognized in 1986 by the Beaufort Regional Chamber of Commerce. This year, she received the Civitas Lifetime Achievement Award for her contributions to the community through various avenues of service and the Leadership Award from the Zonta Club of Beaufort.

Now, therefore, it is resolved Beaufort County Council would like to recognize **Pat Harvey-Palmer** for decades of service to the community and her dedication in organizing the best parades for Beaufort County.



Dated this 11th Day of December 2023

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

~ Proclamation ~

Whereas Beaufort County currently has 30 Boards and Commissions in which citizens volunteer to influence positive change in Beaufort County; and

Whereas each board relies on a county employee to be the liaison between the board and the Clerk to Council’s office; and

Whereas staff liaisons are required to manage the board they represent and provide support to the board members; and

Whereas staff liaisons maintain attendance, create schedules, draft agendas, and minutes, record continuing education certificates, assist during meetings, and perform other duties as requested by the board chairman; and

Whereas staff liaisons play a pivotal role in providing the Clerk to Council’s office with updated information, in compliance with the Freedom of Information Act, for record-keeping purposes; and

Whereas this year, the Clerk to Council’s office and Beaufort County Council would like to recognize Chris DiJulio-Cook for her exceptional service to Beaufort County’s Boards and Commissions; and

Whereas Chris is a Project & Development Coordinator for the Planning and Zoning Department. While performing her regular duties, Chris also provides liaison support for two boards. The Planning Commission and the Northern Regional Implementation Committee; and

Whereas Chris works hard and goes above and beyond her board duties to ensure the Clerk to Council’s office is kept up to date on the most recent information and changes within the board. Chris does all of this with accuracy, efficiency, enthusiasm, and dedication and provides excellent service to the boards; and

Whereas Chris is an exemplary and valued member of the staff liaison support team for Beaufort County’s Boards and Commissions, and the Clerk to Council’s office is honored to work with her.

Now, therefore, it is resolved on behalf of Beaufort County Council, we proclaim.

Chris DiJulio-Cook 2023 Boards and Commissions Staff Liaison of the Year



Dated this 11th Day of December 2023

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

~ Proclamation ~

Whereas, The Emerging Leaders were established in early 2020 as an idea to network amongst colleagues with likeminded goals and talents; and

Whereas, thus far more than 17 departments have had representation amongst the participants; and

Whereas, in 2022 participated in the City of Beaufort’s Trick Non-profit Trick or Treat; and

Whereas, hosted two creek clean-up events on Lady’s Island; and

Whereas, in 2023 the Emerging Leaders established, organized, and hosted the first Women’s Conference for Beaufort County Employees ; and

Whereas, The Emerging Leaders hosted the 2023 Beaufort County Tree Lighting Ceremony; and

Whereas, The Emerging Leaders participated in trainings on public speaking, leadership styles, stress and time management, effective communication, team building and conflict resolution; and

Whereas, The Emerging Leaders held numerous after hour social events to strengthen professional relationships outside of business hours; and

Now, therefore, be it resolved, that Beaufort County recognizes

“Emerging Leaders”

For all the hard work, dedication, and relentless efforts.

Dated this 11th day of December 2023



Joseph Passiment
Joseph Passiment, Chairman
Beaufort County Council

~ Proclamation ~

Whereas, Mrs. Green-Judge has been with Beaufort County for 20 years: first in the County Zoning Department and then transferring to Records Management three years ago becoming the Records Management Department Director; and

Whereas, Beaufort County Records Management provides storage for all permanent and inactive County Records for the duration of their established retention period as approved by County Council and the South Carolina Department of Archives & History; and

Whereas, each year, Records Management averages 15,000 boxes of records, over one million pages of documents scanned or microfilmed and 130,000 pounds of records shredded and recycled since 2011; and

Whereas, Records Management is also responsible for delivering mail throughout the County, North and South of the Broad River, via the Courier service.; and

Whereas, in October 2023, Tamekia attended the South Carolina Public Records Association’s Annual Conference and was awarded the prestigious Bob Rogers Leadership Innovation Award for implementing an updated and more effective Freedom of Information Act (FOIA) platform named Exterro, that can process the thousands of FOIA requests more quickly, more efficiently and more thoroughly; and

Now, therefore, be it resolved, that Beaufort County recognizes

“Tamekia Green-Judge”

For receiving the Prestigious Bob Rogers Leadership Innovation Award for implementing New Freedom of Information Request Program.

"It's an honor to be nominated by SCPRA for this award. The Exterro platform is a much more efficient platform that simplifies workflow both for County departments and citizens who file requests.

-Tamekia Green-Judge



Dated this 11th day of December 2023

A handwritten signature in blue ink that reads "Joseph Passiment".

Joseph Passiment, Chairman
Beaufort County Council

~ Proclamation ~

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For receiving the Prestigious Bob Rogers Leadership Innovation Award for implementing New Freedom of Information Request Program.

"It's an honor to be nominated by SCPRA for this award. The Exterro platform is a much more efficient platform that simplifies workflow both for County departments and citizens who file requests.

-Tamekia Green-Judge



Dated this 11th day of December 2023

Joseph Passiment, Chairman
Beaufort County Council

County Council 1st Citizen Comment Period

CITIZEN COMMENT PERIOD- 15 MINUTES

Anyone who wishes to speak during the citizen comment portion of this meeting will limit their comment **TO AGENDA ITEMS ONLY** and speak no longer than (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.

COUNTY COUNCIL

DATE: 12/11/2023

| PLEASE PRINT NAME | AGENDA ITEM |
|-----------------------------|-------------------------|
| CC HUGGLAND | A TAX |
| LYNN GREELLY | ATAX |
| Cathy Miller CSM | Daufoiskie Ferry |
| ✓ Jenn Clementoni | Parks-e-Land Use Policy |
| ✓ Christine Richard | Passive Parks Policy |
| Jim Davier | Ferry |
| * Brian Cook | Ferry |
| David Wetmore (23) | CCAC |
| Dick Stewart (23) | First Session #27.0 |
| ✓ Tamala Conner | Passive parks |
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County Council 2nd Citizen Comment Period

CITIZEN COMMENT PERIOD- 15 MINUTES

Anyone who wishes to speak during the Citizen Comment portion of this meeting will limit their comments and speak no longer than (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.

COUNTY COUNCIL

DATE: 12/11/2023

| PLEASE PRINT NAME | AGENDA ITEM |
|----------------------|----------------|
| SKIP HOAGLAND | AUDITS |
| LYNN GMEGLEY | TRASH CHAIRMAN |
| Tade Oyelumi | CCAN |
| Robert New | General |
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https://www.postandcourier.com/opinion/editorials/editorial-st-helena-island-remains-at-risk/article_bce8c784-8e3a-11ee-8bcd-4f374f164fa5.html

Editorial: St. Helena Island remains at risk

BY THE EDITORIAL STAFF

DEC 2, 2023



St. Helena Island is one of Beaufort County's largest sea islands, and it has a special zoning overlay to protect its rural character. Staff/file

TONY KUKULICH/STAFF

Earlier this year, we urged Beaufort County's leaders [to protect their rural zoning overlay for St. Helena Island](#), where a developer sought to build a golf course development on a 500-acre tract commonly known as Pine Island Plantation. Many saw the proposed development as a threat to the island's unique African American history, which recognizes the island's expansive role in educating formerly enslaved people and preparing them for a new life of freedom after the Civil War and promotes the island's Gullah-Geechee culture.

Fortunately, county leaders heeded this advice and similar calls from a variety of sources. Unfortunately, the threat is not over, so they must remain vigilant in defending their vision for this special corner of South Carolina's coast.

Community groups on the island joined with environmentalists and others to ask the county to uphold the St. Helena Island Cultural Protection Overlay, which was created in 1999 and prohibits golf courses with nine or more holes, gated communities and most resort developments. Even Gov. Henry McMaster spoke out, saying the development's benefits would not offset its the damage to the "pristine, historic and culturally significant land" and that its approval would likely set off similar development proposals on St. Helena Island and beyond.

After the county upheld the overlay, the developer undertook a legal appeal and sought mediation. Several groups, including the Coastal Conservation League, Penn Center, Gullah-Geechee Sea Island Coalition and a few nearby landowners, successfully intervened in the appeal. With their seat at the table, they should work to ensure any mediation or appeal outcome upholds the Cultural Protection Overlay and Beaufort County's 2040 Comprehensive Plan. It certainly should reduce the chance of any dubious backroom deal.

The developer has indicated he may pivot to a residential development that's allowable under the current zoning, and that's certainly his right. And the county already has given him a long to-do list regarding the proposed site plan of such a development and its potential issues with septic tank permits, archaeological resources, drainage and lots that are too narrow.

But in a new twist and a sure sign that the golf course idea is far from dead, a residents' group in favor of the golf course plan and represented by state Sen. Margie Bright Matthews is also seeking to intervene in the mediation as a counter to the environmental and cultural groups. They argue that a golf course project is preferable to developing the

tract for homes. A judge is expected to hear their petition Friday. Ultimately, the county's decision whether to allow a golf course is a political one, not a legal one, and both sides seem to be mustering their forces.

Beaufort County Council needs to hold its ground, uphold the decision of its Planning Commission that a golf course would violate the existing zoning, and ultimately protect the Cultural Protection Overlay that in turn protects the rural future of St. Helena Island as long envisioned in county plans.

As they consider what happens next, it's important to note that this is primarily a choice between a luxury golf resort or a residential development; it's a choice of whether to reverse a zoning decision and allow a golf resort, a decision that would set an ominous precedent for sites with similar zoning protection.

The county must remain firm, and the developer should come up with a new, better plan, ideally one that could include land protection, public access and other elements that complement the island's rural character.

[Click here for more opinion content from The Post and Courier.](#)

MORE INFORMATION

[Editorial: Protect St. Helena Island from encroaching development](#)

[Developer pivots from golf course to a plan for homes on Pine Island](#)

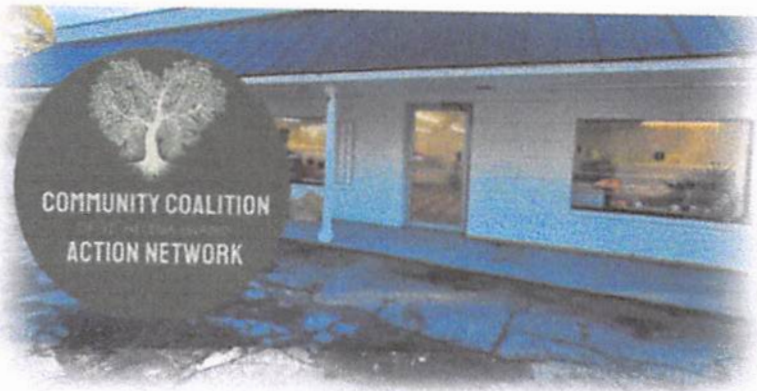
[Opponents to Pine Island golf course seek to join legal battle in Beaufort County](#)

[Council rejects call to remove SC island from rules against golf course, gated communities](#)

[Commentary: St. Helena Island deserves continued protection; Beaufort County can't give in](#)

[Commentary: We must protect, preserve Pine Island and St. Helenaville](#)

Item 13.



DECEMBER MOVIE MONDAY 6PM - 8PM

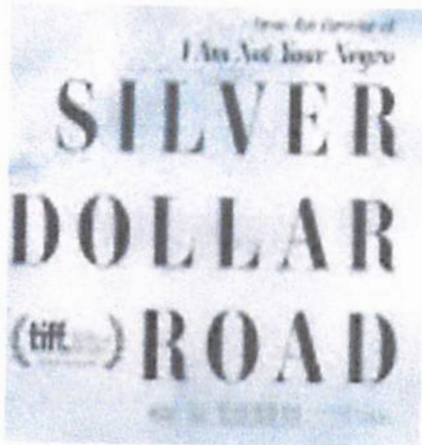
DEC. 4th

The true story of the unlikely relationship between Ann Atwater, an outspoken civil rights activist, and C.P. Ellis, a local Ku Klux Klan leader.



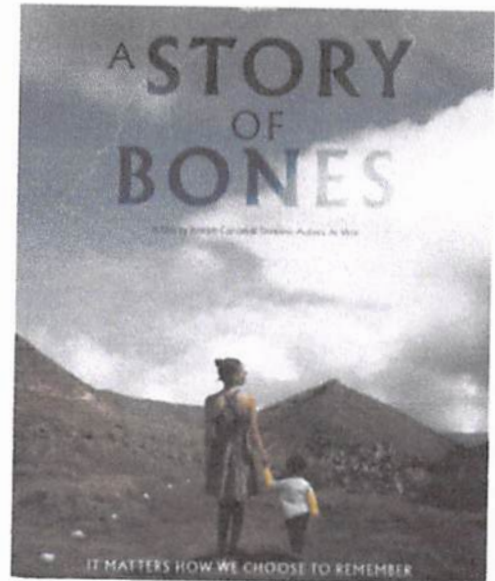
DEC. 11th

Members of a family fight to reclaim their waterfront property that was unjustly ripped from their ancestral embrace.



DEC. 18th

It tells the story of Annina van Neel's as she works to reclaim and honor the neglected history of St. Helena after the remains of thousands of formerly enslaved Africans are uncovered on the remote island.



> 808 Sea Island Parkway, St. Helena Island SC 29920

ccansthelena@outlook.com
Ph: 843-502-3002

Space is limited. We encourage you to reserve your seat before showing. Thank you.

www.supportsthelena.com



808 SEA ISLAND PARKWAY
ST. HELENA ISLAND, SC 29920

843-502-3002

WWW.SUPPORTSTHELENA.COM

COMMUNITY COALITION
OF ST. HELENA ISLAND
ACTION NETWORK



CCAN

Teen Talk Tuesday's

Our youth can gain experience and play to their strengths in group and individual decision-making at CCAN Teen Talk Tuesdays. Our youth may enjoy leadership, recreation, the arts, and education activities at the CCAN Community Collaboration Center. The Young Gullah Initiative of Project Freedom 326 and The Collective Effort collaborated in CCAN Teen Talk Tuesdays. Youth may fulfill their potential, learn more, and find their place in the world here.

DISCUSSIONS & PROJECTS

- HEALTH: PHYSICAL & MENTAL
- LIFE SKILLS: COOKING, HYGIENE, ETIQUETTE,
- CREATIVE ARTS: VISUAL, LITERARY, AND PERFORMING
- FIELD TRIPS
- ENTREPRENEURSHIP
- PERSONAL IMPROVEMENT
- FINANCIAL LITERACY
- BOOK CLUB

AND MORE!

WWW.PROJECTFREEDOM326.COM

WWW.THECOLLECTIVEEFFORT.NET

TEEN TOWN HALL
DEC. 5TH & DEC. 12TH
5PM -7PM

ccansthelena@outlook.com



OPEN HOUSE Dec. 1st - 4th

An informal setting in which the St. Helena Island residents can get information about CCAN and Pine Island development. 12pm-8pm

MONDAY MOVIE NIGHT Dec. 4 | Dec. 11 | Dec. 18 6pm - 8pm



Educational films encouraging purpose, understanding history, and creating culture, and inspiration for a better community and individualism.

Teen Tues. Town Hall Dec. 5 | Dec. 12

Open Discussions, Input, Solutions, Feedback with young adults the future leaders of our community and the world. Time: 5pm-7pm

SPEAKER SERIES Dec. 6 | Dec. 7 | Dec 13 | Dec 14

Dedicated to promoting knowledge sharing and fostering intellectual discussions. Hear from city council members, business owners, educators, and additional experts of multiple industries. 6pm-8pm

WINTER WELLNESS BLOCK PARTY Dec. 16



Wear your UGLY SWEATER and join us! This Block Party is to promote health and wellness, providing attendees with opportunities to participate in physical activities, healthy eating, and stress-reducing practices such as yoga and meditation and more. Come explore the opportunities for a better YOU - A BETTER COMMUNITY! Time: 12pm-5pm

> 808 Sea Island Parkway, St. Helena Island SC 29920

CCAN



COMMUNITY COALITION
OF ST. HELENA ISLAND
ACTION NETWORK

THE COMMUNITY COLLABORATION CENTER

Item 13.

COME JOIN US!!

Speaker SERIES

DEDICATED TO PROMOTING KNOWLEDGE SHARING
AND FOSTERING INTELLECTUAL DISCUSSIONS.



**MARILYN
HEMMINGWAY**

*The Gullah Geechee Chamber of
Commerce, Founder*



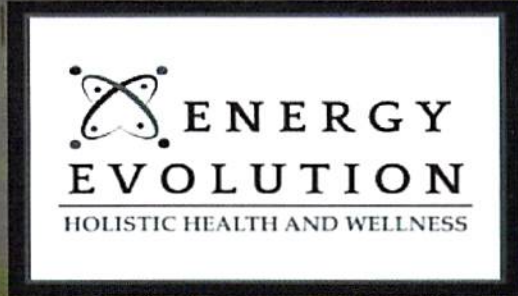
**TAMEKA
WALKER**

*Birth and Postpartum Doula, Master
Reiki Practitioner, Holistic Wellness
Coach, and Sacred Space Facilitator.
Energy Evolution, Owner and Founder.*

**THURSDAY
DEC. 7, 2023
6PM-8PM**

WEDNESDAY

**DEC. 6, 2023
6PM-8PM**



www.supportsthehena.com

808 SEA ISLAND PARKWAY, ST. HELENA, SC 29920

YOUR VOICE MATTERS

Item 13.

THE FUTURE OF ST. HELENA ISLAND

Everyone deserves a "seat at the table" to co-author the Future of St. Helena Island. Please share your thoughts and priorities as we navigate the future of our community and the place we call home.

Please return to 808 Sea Island Parkway, St. Helena Island, SC 29920

Name

Address

Email Phone

What are the highest priorities for you and your family?

What do you love about the Island? What would you like to change?

When thinking about the future, where do these items rank? (1-8)

- | | |
|---|--|
| <input type="checkbox"/> Less Traffic | <input type="checkbox"/> More Job Opportunities |
| <input type="checkbox"/> Access to the Water | <input type="checkbox"/> Less Homes |
| <input type="checkbox"/> Education Opportunities | <input type="checkbox"/> Conservation of Land |
| <input type="checkbox"/> Improved Recreation Facilities | <input type="checkbox"/> Shared Community Spaces |

Do You Support? Yes or No

- | | |
|--|--|
| Y / N | Y / N |
| <input type="checkbox"/> <input type="checkbox"/> Protecting the Waterways | <input type="checkbox"/> <input type="checkbox"/> Increased Corners Community Activity |
| <input type="checkbox"/> <input type="checkbox"/> Thoughtful Development | <input type="checkbox"/> <input type="checkbox"/> Community Investment |
| <input type="checkbox"/> <input type="checkbox"/> New Schools | <input type="checkbox"/> <input type="checkbox"/> A Change in Leadership |

Share your vision for St. Helena. What does it look like in 30 years?

Item 13.

Do You Need? (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Assistance With Taxes? | <input type="checkbox"/> Assistance With Childcare? |
| <input type="checkbox"/> Assistance With Heirs' Property? | <input type="checkbox"/> Assistance With Elders? |
| <input type="checkbox"/> Assistance With Drainage? | <input type="checkbox"/> Assistance With Permits? |
| <input type="checkbox"/> Assistance With Business Funding? | <input type="checkbox"/> Assistance With Building a Business? |

Do You Own or Operate a Business? Would You Like To?

Are There Issues With Your Roads? *Please provide details and precise location.*

THE FUTURE OF ST. HELENA ISLAND

Stop by to provide additional input and learn more about how you can help shape the future of our Island.

Future Community Center
808 Sea Island Parkway
St. Helena Island, SC 29920

CCANshelena@gmail.com



COMMUNITY COALITION
ACTION NETWORK



COMMUNITY COALITION
ACTION NETWORK



THE FUTURE OF ST. HELENA ISLAND

Everyone deserves a "seat at the table" to co-author the Future of St. Helena Island. Please share your thoughts and priorities as we navigate the future of our community and the place we call home.

THE COMMUNITY COALITION ACTION NETWORK OF ST. HELENA ISLAND



ccanshelena@gmail.com

WWW.SUPPORTSTHELENA.COM

Name

Address:

Email

Phone:

Program Ideas: Pick Your Interest

Fine Arts
Painting Fashion Sculpture
Literature Architecture Theater

Music
Production Recording Vocal Training

Film Production
Directing Filming

Sports Club/Camp
Golf Tennis Dance

Social Media Content
Live Stream Podcast Creative Videos

Program Ideas: Pick Your Personal Development Interest

Mentorship
Financial Literacy
STEM Camps

Entrepreneur Club
Life Skills Camp
Health & Wellness:
Mental, Physical, Nutritional, & Emotional

What are some of your ideas for things to do for teens?

What services do you currently need?

Assistance with: (Circle as many as you need)

Reading Math Science Emotional Wellness Parent/Family

Other: (Please be specific) _____

What do you love about St. Helena Island?



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| Approval of a Resolution to adopt the recommendations of the Sales Tax Advisory Committee (STAC) regarding consideration of a 2024 Sales Tax Referendum |
| MEETING NAME AND DATE: |
| County Council Meeting - December 11, 2023 (<i>TIME SENSITIVE from PFC</i>) |
| PRESENTER INFORMATION: |
| Dean Moss, Sales Transportation Advisory Committee - Chairman Jared Fralix, Assistant County Administrator of Infrastructure (10 minutes) |
| ITEM BACKGROUND: |
| County Council passed a resolution on June 12, 2023, to establish a STAC to evaluate the potential of a sales tax referendum for November 2024. The Committee’s objective was to determine which sales tax or taxes should be considered (transportation, capital projects, and/or education capital projects), define the proposed project list for the appropriate sales tax, determine the duration of the sales tax collection period, and the amount of the sales tax to be collected. |
| PROJECT / ITEM NARRATIVE: |
| The STAC met weekly for eight meetings from October to December to discuss the objectives as set by Council. Much consideration was given to developing the proposed list of projects and the committee made a unanimous vote on the recommendations to forward them to County Council. The proposed sales tax recommendations and project list is described fully in the attached memorandum. |
| FISCAL IMPACT: |
| N\A |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of a resolution to adopt the recommendations from the Sales Tax Advisory Committee regarding consideration of a 2024 Sales Tax Referendum. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny a resolution to adopt the recommendations from the Sales Tax Advisory Committee regarding consideration of a 2024 Sales Tax Referendum. <i>(Next steps –Following a presentation of the proposed recommendations to SoLoCo committee in January, move a sales tax ordinance to County Council for first reading on January 22, 2024)</i> |

RESOLUTION 2023/___

A RESOLUTION TO ACCEPT AND ADOPT THE RECOMMENDATIONS OF THE SALES TAX ADVISORY COMMITTEE REGARDING THE IMPLEMENTATION OF A 2024 TRANSPORTATION SALES TAX PROGRAM

The County Council of Beaufort County (the “*Council*”), the governing body of Beaufort County, South Carolina (the “*County*”), has made the following findings of fact;

WHEREAS, on June 12th, 2023, the County Council established a Sales Tax Advisory Committee (the “*STAC*”) to study possible sales taxes for three different purposes: transportation, capital projects and education capital projects; and

WHEREAS, in addition to studying the possible types of sales tax to adopt, the committee was further charged with developing and recommending to the Council a project list, the amount to be collected, and the period of time for collecting the tax or taxes proposed; and

WHEREAS, the Committee met several times and recommends that the Council prepare a referendum question to be placed upon the ballot in November 2024, which will ask the electorate to approve a one percent (1%) sales tax in Beaufort County, beginning in the following year and extending for fifteen years to raise \$1.625 billion for a series of critical transportation and mobility projects and programs which are vital to the health, safety, and welfare of the residents and visitors. The project list includes \$650 million for “Big Projects” and \$975 million for “Project Programs”; and

WHEREAS, the Committees further recommends that a standing Transportation Oversight Committee be appointed to assist the County Council and staff in the prioritization and implementation of the projects and activities to be funded by the referendum all as set forth in a Memorandum to Council drafted by STAC Chairman, Dean Moss, and attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED THAT COUNTY COUNCIL OF BEAUFORT COUNTY, does hereby accept and adopt the recommendations of the STAC as set forth in Exhibit “A” for a Transportation Sales Tax Program for November 2024.

ADOPTED, this 11th day of December 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

MEMORANDUM

To: Chairman and Members, Beaufort County Council

From: Dean Moss, Chairman, Sales Tax Advisory Committee

Copy to: County Administrator and Members of 2023 Sales Tax Advisory Committee

Subject: Sales Tax Advisory Committee Report and Recommendations

Date: December 11, 2023

1. Introduction

The purpose of this memo is to transmit to the Beaufort County Council the recommendations and observations of the Council appointed Sales Tax Advisory Committee (STAC). These recommendations represent the unanimous position of the 6 members of the Committee.

2. Summary General Recommendations

The Committee recommends that Council prepare a referendum question to be placed upon the ballot in November 2024, which will ask the electorate to approve a one percent (1%) additional sales tax in Beaufort County, beginning in the following year and extending for fifteen years. The proceeds from this tax would be expended by the County for a series of critical transportation and mobility projects and programs vital to the health and safety of the residents and visitors. Further, the Committee recommends that a standing Citizen's Oversight Committee be appointed to assist the County Council and staff in the prioritization and implementation of the projects and activities to be funded by the referendum.

3. Council's Charge to the Committee

County Council created the STAC through a resolution adopted on 12 June 2023. The charge to the Committee reads as follows:

‘The Committee will, by a date to be set by Council in the future, provide Council with information that identifies the need and, where required the specific projects for the various referenda questions.’

4. Committee Process

The Committee consisted of six (6) members, one representing the two municipalities north of the Broad River, one representing the Town of Hilton Head, one representing the Town of Bluffton, two representing the north county unincorporated area, and one representing the south county unincorporated area. Five of the six members had been members of the Transportation Tax Committee established in early 2022 and were familiar with the technologies and concepts being discussed. The Committee met eight times, on Thursday afternoons from 5:30 to between 7:00 and 7:30. At the meeting on November 30, the Committee reached a general consensus, and at the meeting on December 7, formally voted unanimously to approve the projects, amounts, and recommendations that are contained in this memo.

5. Sales Tax Alternatives Considered

The Committee was initially presented with three separate sales tax options based on three separate State statutes: one for Transportation, one for Capital Projects, and one for Education. Two meetings evaluated and discussed these and the opportunities each presented. We watched the 2023 Education Referendum carefully with the thought that, should it not pass, a sales tax might be needed to raise the funds required for the School District. It did pass, and we turned our attention to the Transportation Tax and the Capital Projects Tax. Both offer significant opportunities since a very substantial portion of the taxes collected for either one would be paid by visitors to the County and residents of adjacent counties. After analysis and considerable discussion, we settled on the Transportation Tax and our recommendations for that tax are contained herein. I would note that we recommend that Council consider the addition of a Capital Projects 1% tax in the future.

6. Role of the Staff

Staff involved in this project consisted of Assistant County Administrator of Infrastructure Jared Fralix and Executive Assistant Carol Puryear. Given the

complex nature of this process there was a lot for the Committee members to learn and staff provided many documents and plans that had been completed by the State of SC and other Counties. Staff provided the Committee with a suggested list of projects, transportation program categories and amounts. There were many questions at every meeting, and they were clearly and patiently answered. In sum, the staff support to the STAC was outstanding.

7. Concepts behind the Recommendations

The Committee is recommending that the referendum contain two types of project expenditures.

a. **Big Projects - \$650,000,000**

These represent the traditional approach to referendum questions. As in the 2018 referendum, specific projects are enumerated with an allocation of money specified. An example might be “Highway 170 Improvements – \$80 million.” A short description of the project is included. As described below, the Committee recommends that eight of these projects be included in the referendum. They are countywide and address problems both on Federally designated highways (278, 46, 170, 21) and on State, County, and local roads, and streets. \$300 million is recommended for projects south of the Broad River, and \$175 million is recommended for projects north of the Broad River. \$175 million is recommended for future “big projects”. It is important to note that none of these projects have been fully designed or bid, and the amounts assigned to them do not represent project budgets.

b. **Project Programs \$975,000,000**

This category encompasses a large variety of projects which, because they are small (pave a dirt road), or because they may emerge in the future, are not specifically defined. These are projects that are, and will be, undeniably required, but which cannot yet be defined and may cost only a fraction of a “Big Project.” They would address needs that will emerge all over the County; in response, for example, to coastal flooding, new developments in rural areas, or the need to resurface existing streets. Spent correctly, these funds will benefit residents and businesses all over the County. The Committee recommends putting approximately sixty percent (\$975 million) of the total expected revenue into these categories of projects, as described below.

8. Recommendations

a. Amount and Duration of Tax

We recommend that the sales tax be applied at 1% (one penny on the dollar) for a period of fifteen years. We assumed a moderate to high growth rate. Based upon this projection, the tax should raise approximately \$1.625 billion over 15 years. We believe that this amount will enable us to plan, develop, and implement appropriate solutions to meet the current needs caused by an overwhelmed and aging infrastructure system and to accomplish the improvements required to address future demands. In addition, this money can be multiplied several times over by aggressive pursuit of matching federal and state funds and the development of coordinated projects with Jasper County.

b. Big Projects and Amounts

i. The Triangle - \$100,000,000

Capacity and safety improvements on the Beaufort County section of the triangle made by Hwy 170, Hwy 278, and Argent Blvd. This project will be developed jointly with Jasper County. Traffic counts on these roadways have exploded with the development of residential and commercial development along all three corridors.

ii. Ribaut Road Improvements -\$75,000,000

Implementation of the “Reimagine Ribaut Road” Project developed by the County, the City of Beaufort, and the Town of Port Royal to improve safety, interconnectivity, capacity, and attractiveness along the Ribaut Road Corridor between Boundary Street and the Russell Bell Bridge.

iii. Hwy 46 Improvements - \$20,000,000

Capacity and safety improvements along SC 46 from SC 170 to Jasper County. Additional safety improvements (i.e.- turn lanes at intersections) along SC 46 from SC 170 to Buckwalter Parkway. All planned improvements would be designed so as to preserve the South Carolina Scenic Byway designation.

iv. Lady’s Island Corridor Improvements -\$40,000,000

Lady’s Island Corridor Traffic Improvements from the Woods Memorial Bridge to Chowan Creek. These funds would supplement the monies approved in the 2018 referendum.

v. Bluffton Municipal Projects - \$60,000,000

Implementation of any or all Bluffton projects listed as priorities by the Bluffton Town Council.

vi. Hilton Head Island Municipal Projects - \$60,000,000

Intersection improvements to include Sea Pines Circle and adjacent corridors for the safety of motorists, bicyclists and pedestrians.

vii. North of the Broad Transportation System Improvements - \$60,000,000

Intersection improvements, pathways, flood prevention on access roads such as, Warsaw Island Road, and other projects in both incorporated and unincorporated areas developed in coordination with the City of Beaufort and the Town of Port Royal.

viii. Hwy 278 Project Enhancements - \$60,000,000

Additional funding to support the US 278 Corridor Improvement Project.

ix. Future Projects - \$175,000,000

The County and its neighbors will continue to grow into the future, and work must be continued to plan for the transportation improvements going forward. As an example, and while not specifically listed here, a third bridge between Port Royal Island and Lady's Island has been discussed for decades and given the growth on Lady's Island, may become necessary before too long.

c. Project Programs and Amounts

i. Mass Transit – \$100,000,000

Funding multimodal transportation planning and implementation, to include marine transport and commercial airport improvements for a more robust and equitable public transportation system.

ii. Safety and Traffic Flow - \$250,000,000

Safety improvements along roadways and intersections to include pedestrian accommodations.

iii. Emergency Evacuation and Resiliency - \$90,000,000

Improvements to transportation infrastructure to address flooding, rising sea levels, stormwater, and drainage.

iv. Pavement Resurfacing and Preservation – \$180,000,000

Road resurfacing and preservation of ALL roadways (State, County, and municipal-owned) throughout the County. The goal is to improve the overall pavement condition of roads across the County. This includes paving county and municipally owned dirt roads throughout the county.

v. Pathways - \$180,000,000

Design, right of way acquisition, and construction of bike and pedestrian accommodations throughout the County in accordance with the Beaufort County Connects Bicycle and Pedestrian Plan 2021. We recommend that priority be given to pathways already approved by the voters in the 2018 referendum.

vi. Transportation Technology/Access Roads - \$90,000,000

Planning, design, right-of-way acquisition, and construction of access roads for better interconnectivity. Implementation of transportation technologies to support enhancements to capacity and safety of the transportation system.

vii. Greenbelts (Long-term Demand Reduction) - \$85,000,000

Acquisition of property to reduce new lots and thereby establish a balance between environmental protection and development growth. *Note: the term “Greenbelt” is used in the enabling legislation as an eligible category of expenditure.*

9. Implementation Recommendations

a. Citizen’s Oversight Committee (“Committee”)

- i. County Council, with other stakeholders, should create a citizen’s oversight committee similar to the BCSD’s successful Citizen’s Oversight Committee to oversee and prioritize projects for the entire length of the program. It should meet bi-monthly or quarterly. Its membership of seven members should reflect the interests of all citizens of the County.

- ii. The Committee should make a call each year for projects from all stakeholders (County, municipalities, LATS/COG) for general projects.
- iii. The Committee should prioritize all central programs, such as:
 1. **Safety:** intersection Improvements, turn lanes, rural road improvements. Specifics to be developed.
 2. **Dirt Road Paving:** update the existing 5-year plan to include municipal dirt roads.
 3. **Resilience:** priorities should be based on susceptibility to flooding and population or critical functions the road serves.
 4. **Resurfacing:** program to look at improving any and all roads (DOT, County, Municipal) specifics to be developed.
 5. **Pathways:** use approved county-wide pedestrian and bike master plan as a guide. Priorities to projects already approved by voters.
 6. **Transportation Technologies/Access Roads:** focus on access and connecting roads, smart signals, and other advanced transportation technologies.
- b. **Issue Revenue Bonds**
Big projects should be bonded for immediate work.
- c. **Long Term Demand Reduction**
Utilize the new Greenspace Board for priority setting of expenditures related to land or development rights acquisition.
- d. **Mass Transit**
Because no central plan currently exists for a comprehensive mass transit program, this should be the first priority. Utilize the existing transit authority as the lead agency for this effort supported by an advisory committee.

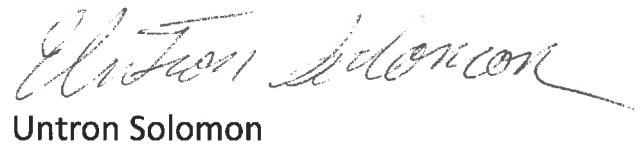
10. Conclusions

As we weaved through the process and reviewed the gravity of the assignment and the critical needs for improvement and new components for our local mobility, it became quite evident that there is much to do. It appears that we are not just behind the “8 ball”; we are under it, and it will take a coordinated public relations effort to move this referendum forward for a better “mobility” future for all of us.

On behalf of the Sales Tax Advisory Committee members, may I say that it has been an honor to be entrusted by Council with preparing these important recommendations. I am available to meet with Council at your discretion to explain and discuss these projects and recommendations.

Sales Tax Advisory Committee:


Dean Moss, Chairman


Untron Solomon


Charlie Wetmore, Vice-Chairman


Morris Campbell


Carol Ruff


Tom Lennox



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| RECOMMEND APPROVAL OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO. |
| MEETING NAME AND DATE: |
| Finance Committee, November 20, 2023 |
| PRESENTER INFORMATION: |
| Jonathan Sullivan Chairman of the State Accommodations Tax Committee 20 minutes |
| ITEM BACKGROUND: |
| The State Accommodations Tax Committee meet on November 14, 2022 and reviewed 37 applications requesting over \$2.6 million in awards. |
| PROJECT / ITEM NARRATIVE: |
| The Committee selected the organizations listed in Attachment A for a total of \$1,000,000 |
| FISCAL IMPACT: |
| The award will be from the State ATAX Fund 2000, Budgeted Line Item 2000-10-0000-55000 (Direct Subsidies) in the current fiscal year. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends County Council to approve the recommendation. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny "Recommend approval of an Ordinance to appropriate funds from the State 2% Accommodations Tax Fund and other matters related thereto." |

ORDINANCE 2024/ _____

AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO

WHEREAS, County Council is authorized to utilize State 2% Accommodations Tax (“A-Tax”) Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

WHEREAS, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

WHEREAS, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's state A-Tax Funds as set forth in the attached Exhibit “A”.

DONE this _____ Day of _____, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Jr. Chairman

ATTEST:

Sarah Brock, Clerk to Council

| Time | Contact Person | Email | Organization | Event/Project | Amount Requested | Recommended | Awarded | |
|-----------|-------------------------------|--|--|---|------------------------|------------------------|-----------|--------------------|
| | | | | | | | Last Year | Amount (2022-2023) |
| 1 12:15pm | Robb Wells | robbs@beaufortsc.org | Greater Beaufort-Port Royal CVB | Tourism Marketing FY 2023-2024 | \$ 195,000.00 | \$ 195,000.00 | yes | \$ 180,000.00 |
| 2 12:30pm | Peach Morrison | Peach@SouthCarolinaLowcountry.com | SC Lowcountry & Resort Islands Tourism Commission | Promotion of Beaufort County & the Lowcountry | \$ 93,300.00 | \$ 93,300.00 | yes | \$ 72,545.00 |
| 3 1pm | Tim Waz | sports@beaufortsc.org | Beaufort Area Sports Council | Beaufort Area Sports Marketing & Sales FY 2023-2024 | \$ 60,000.00 | \$ 60,000.00 | yes | \$ 25,000.00 |
| 4 1:07pm | Jon Rembold | irembold@bcgov.net | Beaufort County Airports | Destination Marketing | \$ 50,000.00 | \$ 40,000.00 | no | |
| 5 1:14pm | Ron Tucker | beaufortfilm@gmail.com | Beaufort Film Society | 18th Beaufort International Film Festival | \$ 60,000.00 | \$ 60,000.00 | yes | \$ 30,000.00 |
| 6 1:21pm | Denise Bullitt | sankofainspirit@gmail.com | Festivals: Gullah Festival, Shrimp Festival, & Taste of Beaufort, etc. | Beaufort Festivals & Events Advertising fy 2023-2024 | \$ 60,000.00 | \$ 60,000.00 | yes | |
| 7 1:28pm | Denise Bullitt | lroper@cityofbeaufort.org | Gullah Traveling Theater | GTI Decoration Day | \$ 60,000.00 | \$ 30,000.00 | yes | \$ 30,000.00 |
| 8 1:35pm | Leah Arnold | leah_arnold@islandrecenter.org | HHI Recreation Assoc. | Jeep Island, Oyster Festival & Wingfest | \$ 10,000.00 | \$ - | no | |
| 9 1:42pm | David Coyle | dhcoyle@roadrunner.com | Hilton Head Choral Society | Marketing for Tourism/Visitor Development | \$ 5,000.00 | \$ 2,500.00 | yes | \$ 4,000.00 |
| 10 1:49pm | Jeff Gerber | circlemstr@gmail.com | Hilton Head Hospitality Association | Hilton Head Wine and Food Festival | \$ 10,000.00 | \$ 10,000.00 | yes | \$ 10,000.00 |
| 11 1:56pm | Robert Lee/Lindsey Harrell | Bob.Lee@BeaconAllied.com | Hilton Head Island Concours d'Elegance, Inc. | Hilton Head Island Concours d'Elegance & Motorign Festival | \$ 38,000.00 | \$ 38,000.00 | yes | \$ 40,000.00 |
| 12 2:03pm | Robin Storey/George Banino | hhilandtrust@hhilandtrust.org | Hilton Head Island Land Trust | Raptor CAM, Website, Marketing | \$ 23,600.00 | \$ 20,000.00 | no | |
| 13 2:10pm | Alan Jordan/Susan Hartmann | ajordan@hhsa.org | Hilton Head Symphony Orchestra | HHSO Marketing Programs | \$ 25,000.00 | \$ 25,000.00 | yes | \$ 25,000.00 |
| 2:17pm | | | | | | | | |
| 14 2:27pm | Ashlee Houck | Ashlee@bfthospitality.com | Beaufort Area Hospitality Association | Beaufort Oyster Festival 2024 | \$ 30,000.00 | \$ 30,000.00 | yes | \$ 20,000.00 |
| 15 2:34pm | Ashlee Houck | Ashlee@bfthospitality.com | Beaufort Area Hospitality Association | New Years Eve Fireworks 2024 | \$ 35,000.00 | \$ 35,000.00 | yes | \$ 20,000.00 |
| 16 2:41pm | Andrea Gannon | agannon@artshhi.com | Arts Center of Coastal Carolina | Tourism Marketing of Unincorporated Areas of Beaufort County | \$ 20,000.00 | \$ 20,000.00 | yes | \$ 6,000.00 |
| 17 2:48pm | Katherine Lang | klang.beaufort@gmail.com | Beaufort History Museum | Promoting "New" Beaufort History Museum | \$ 15,000.00 | \$ 4,200.00 | no | |
| 18 2:55pm | Caprice Wilborn | cwblufftongullah843@gmail.com | Bluffton Gullah Cultural Heritage Center | Bluffton Gullah Cultural Heritage Center | \$ 250,000.00 | \$ 25,000.00 | no | |
| 19 3:02pm | Rex Garniewicz | rgarniewicz@coastaldiscovery.org | Coastal Discovery Museum | Coastal Discovery Museum: Cultural and Ecotourism | \$ 37,500.00 | \$ 36,000.00 | yes | \$ 34,500.00 |
| 20 3:09pm | Nancy Ludtke | nifuskie@aol.com | Daufuskie Island Historical Foundation | Brochure Printing | \$ 7,000.00 | \$ 7,000.00 | no | |
| 21 3:16pm | Stacy Applegate / Angela Dore | stacy@freedmanartsdistrict.org | Freedman Arts District, Inc. | Chalk It Up! | \$ 30,000.00 | \$ 30,000.00 | no | |
| 22 3:23pm | Linda Miller | FOHlorp@gmail.com | Friends of Hunting Island State Park, Inc. | Restoration & Construction of Exhibit space for 1st Order 1875 Fresnel Lens | \$ 40,000.00 | \$ 30,000.00 | no | |
| 23 3:30pm | Blake White | blake@leanensemble.org | Lean Ensemble Theater | Lean Ensemble Theater Marketing | \$ 6,000.00 | \$ 3,000.00 | no | |
| 24 3:37pm | Barry Fleming | bfleminggolf@gmail.com | Lowcountry Golf Course Owners Association | Golf Tourism Connected TV Advertising Campaign | \$ 25,000.00 | \$ 7,500.00 | yes | \$ 20,000.00 |
| 25 3:44pm | Eric Turpin | eturpin@nibcaa.org | NIBCAA | Hilton Head Gullah Celebration | \$ 50,000.00 | \$ 35,000.00 | yes | \$ 50,000.00 |
| 26 3:51pm | Kate Schaefer | kate@openlandtrust.org | Open Land Trust | Old Sheldon Church Road Trail | \$ 45,000.00 | \$ - | no | |
| 27 3:58pm | Jon Black | jblack9469@gmail.com | Historic Campbell Chapel | Campbell Chapel Community Development | \$ 130,874.00 | \$ - | no | |
| 28 4:05pm | Ahmad Ward | award@exploremitchelville.org | Historic Mitchelville Freedom Park | Marketing and Site Preparation/Design for Juneteenth Celebration | \$ 35,000.00 | \$ 35,000.00 | yes | \$ 35,000.00 |
| 4:12pm | | | | | | | | |
| 29 4:22pm | Pamela Courtney | PamelaCourtney@gmail.com | Historic Port Royal Foundation | First Annual Port Royal International Storytelling Festival | \$ 25,000.00 | \$ 5,000.00 | yes | \$ 5,950.00 |
| 30 4:29pm | Charlene M. Spearen | cspearen@penncenter.com | Penn Center | 40th Annual Heritage Days Celebration | \$ 30,000.00 | \$ 30,000.00 | no | \$ 19,500.00 |
| 31 4:36pm | Kat Armstrong | karmstrong@portroyalsoundfoundation.org | Port Royal Sound Foundation | Native Gardens Exhibit and Greenhouse | \$ 55,400.00 | \$ 20,000.00 | yes | \$ 91,000.00 |
| 32 4:43pm | Dan Durbin | DHD3495@GMAIL.COM | Second Founding of America | Beaufort History Walk - A Community Volksmarch | \$ 2,088.64 | \$ - | no | |
| 33 4:50pm | Ginnie Kozak | vkozak@tcl.edu | Technical College of the Lowcountry | Mather School Museum and Interpretive Center Accessibility Project | \$ 375,000.00 | \$ - | no | \$ 40,000.00 |
| 34 4:57pm | Pinky Harriott | pharriott@uscb.edu | USCB Center of the Arts | USCB Center for the Arts ADA Upgrades | \$ 160,000.00 | \$ - | no | |
| 35 5:04pm | Yolanda Bryant | gullahrootsfoundation@gmail.com | Gullah Roots Historical Foundation | Daufuskie Island GullahFest | \$ 25,000.00 | \$ 9,000.00 | no | |
| 36 5:11pm | Jeremy Sponceller | jeremysponceller@fipisd.org | Fripp Island Public Service District | Fripp Island Inlet Bridge Repair | \$ 500,000.00 | \$ - | no | |
| 37 5:18pm | Eileen Newton | treasurer@foprcw.org | Friends of Port Royal Cypress Wetlands, Inc. | Guided Nature Tours | \$ 11,400.00 | \$ 4,500.00 | no | |
| | | | | | \$ 2,630,162.64 | \$ 1,000,000.00 | | |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2 MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE SALE OF REAL PROPERTY |
| MEETING NAME AND DATE: |
| Finance, Administration, and Economic Development Committee; November 20, 2023 |
| PRESENTER INFORMATION: |
| Brittany Ward, County Attorney 10 Minutes |
| ITEM BACKGROUND: |
| |
| PROJECT / ITEM NARRATIVE: |
| Beaufort County ("County") is the fee simple owner of the real property located at 2 Mullet Street ("Property"). The County purchased the Property and adjacent real property in order to expand and improve the Alljoy Boat Landing facilities. The County has surveyed the Property and adjacent property to amend the boundary lines in order to complete the desired project and has no use for the home located on the Property. The County desires to declare the Property surplus property and sell the Property upon terms and conditions most favorable to the County. The proceeds from the sale of the Property will first be used to fund the desired expansion and improvement projects to the Alljoy Boat Landing and surround area, and any remaining funds will be allocated to the Capital Improvement Fund to be used to complete other projects in Beaufort County. |
| FISCAL IMPACT: |
| Proceeds from sale of real property to be used for expansion and improvement projects to the Alljoy Boat landing and surround area, any remaining funds to be allocated to the Capital Improvement Fund for other capital improvement projects in Beaufort County. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval. |
| OPTIONS FOR COUNCIL MOTION: |
| Move forward to Council for First Reading <i>(A Public Hearing is required prior to Third Reading)</i> |

ORDINANCE 2024/ _____

**AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2
MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM
COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR
THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE
SALE OF REAL PROPERTY**

WHEREAS, Beaufort County (“County”) is the fee simple owner of real property located at 2 Mullet Street, Bluffton, South Carolina with TMS Number R600 039 00C 0189 0000 (“Property”); and

WHEREAS, Beaufort County Council approved Ordinance 2023/02 to purchase the Property and the adjacent real property in order to expand and improve the Alljoy Boat Landing facilities; and

WHEREAS, since purchasing the Property, the County has surveyed the Property and adjacent property to amend the boundary lines in order to provide the County with the land necessary to expand and improve the Alljoy Boat Landing as desired, and does not have a use for the home located on the Property; and

WHEREAS, Beaufort County Council has determined that it is in the best interest of the citizens of the County to declare the Property as surplus property and to sell the Property upon such terms and conditions as may be most favorable to the County; and

WHEREAS, the County shall publicly solicit a request for proposals for both a purchase price and subsequent use of the Property. The Interim County Administrator must review all proposals, evaluate each proposal based on the purchase price and subsequent use of the Property, and is authorized to execute any and all documents necessary to sell the Property upon the terms and conditions most favorable to the County; and

WHEREAS, the proceeds from the sale of the Property shall first be used to fund the desired expansion and improvement projects to the Alljoy Boat Landing and surrounding area. Any remaining funds shall be allocated to the Capital Improvement Fund for other capital improvement projects to be completed in Beaufort County; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the sale of any interest in real property owned by the County must be authorized with a public hearing and final action by Beaufort County Council.

NOW, THEREFORE, be it Ordained by Beaufort County Council, that the Property is declared surplus property, the Interim County Administrator is hereby authorized to execute any documents necessary for the sale of the real property located at 2 Mullet Street upon such terms and conditions as he believes is most favorable and in the best interest of the citizens of Beaufort County, and whereby the proceeds from the sale shall be allocated as described above.

DONE this _____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

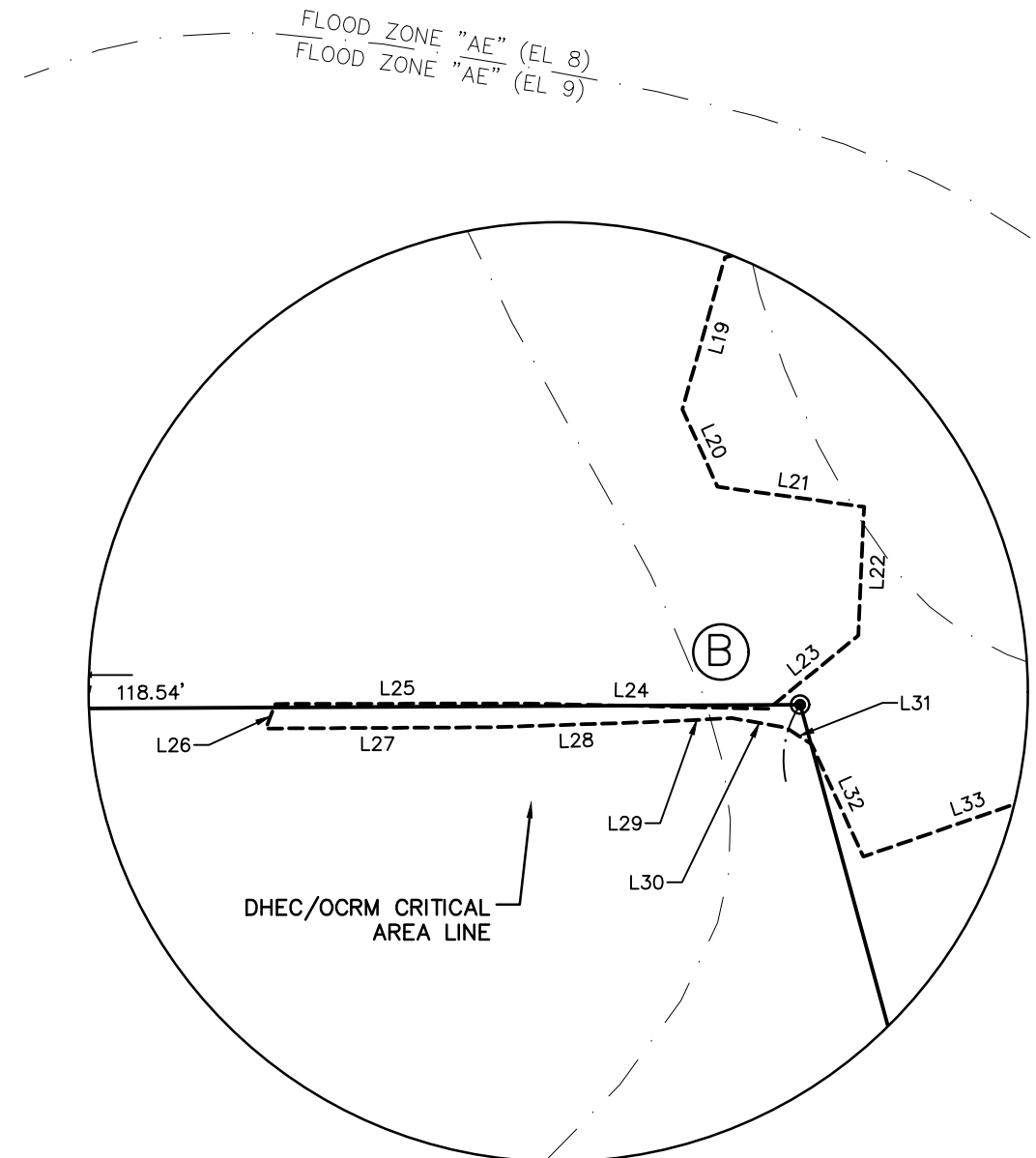
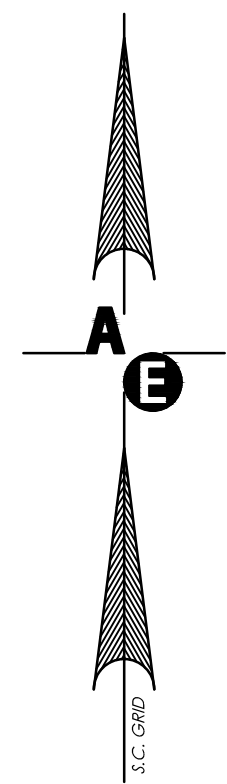
Joseph Passiment, Chairman

ATTEST:

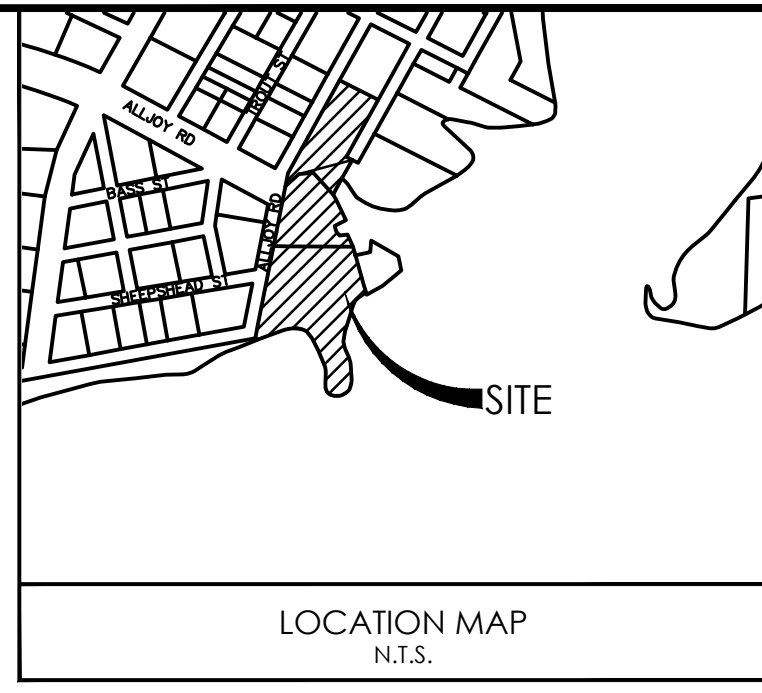
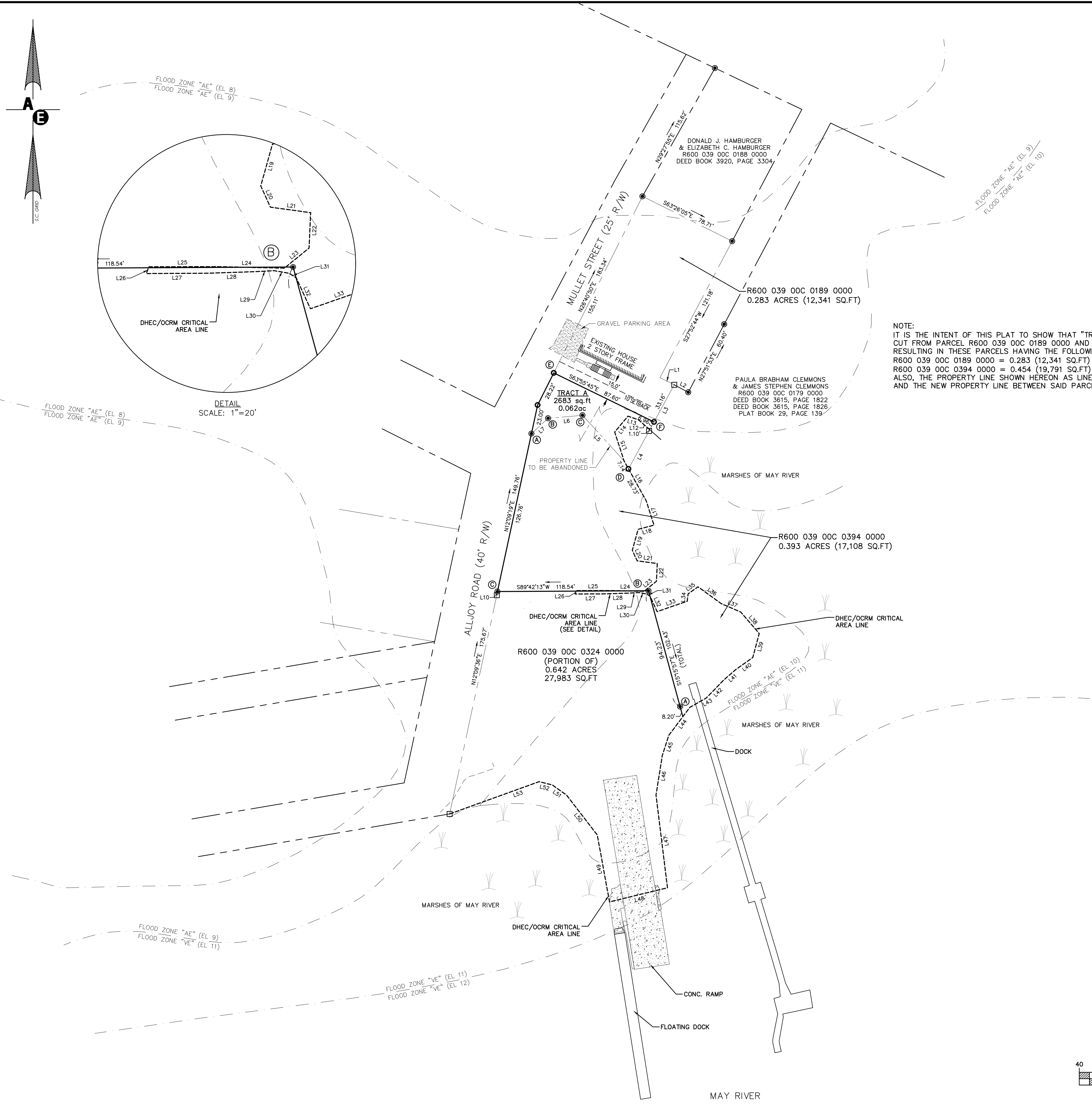
Sarah W. Brock, Clerk to Council

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

- NOTES:
1. BEARINGS ARE BASED ON THE SC STATE PLANE COORDINATE SYSTEM NAD 83.
 2. FIELD WORK COMPLETED: 07/07/2023
 3. THIS PARCEL IS LOCATED IN FLOOD ZONES AS SHOWN ON THIS MAP AND DEPICTED ON PANEL NO. 45013004286 EFFECTIVE DATE MARCH 23, 2021 - FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS.
 4. OWNER OF RECORD: BEAUFORT COUNTY
 5. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
 6. ACREAGE SHOWN IS TO THE DHEC/OCRM CRITICAL AREA LINE. PROPERTY OWNERSHIP EXTENDS TO MEAN HIGH WATER MARK ALONG TIDAL BOUNDARIES.
 7. LIMITED BUILDING SETBACK INFORMATION WAS DETERMINED AT THIS TIME. THE SETBACK INFORMATION SHOWN HEREON IS AS PER THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (3.2.80.C)
 8. REFERENCES: DEED BOOK 4234, PAGE 639; PLAT BOOK 29, PAGE 139 PLAT BOOK 30, PAGE 102; PLAT BOOK 136, PAGE 26



DETAIL SCALE: 1"=20'

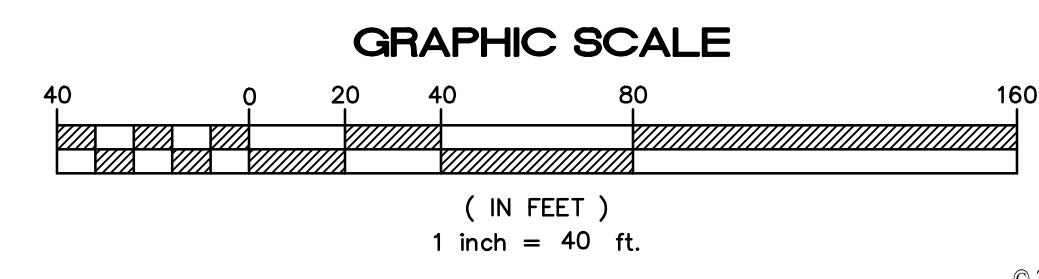


DATUM=NAVD88

NOTE:
IT IS THE INTENT OF THIS PLAT TO SHOW THAT "TRACT A", CONTAINING 0.062 ACRES (2,683 SQ.FT), IS BEING CUT FROM PARCEL R600 039 00C 0189 0000 AND COMBINED WITH PARCEL R600 039 00C 0394 0000, RESULTING IN THESE PARCELS HAVING THE FOLLOWING ACREAGES:
R600 039 00C 0189 0000 = 0.283 (12,341 SQ.FT)
R600 039 00C 0394 0000 = 0.454 (19,791 SQ.FT)
ALSO, THE PROPERTY LINE SHOWN HEREON AS LINE (A) - (B) - (C) - (D) IS NOW NULL & VOID AND ABANDONED AND THE NEW PROPERTY LINE BETWEEN SAID PARCELS IS SHOWN HEREON AS LINE (E) - (F).

| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | BEARING | LENGTH |
| L1 | S63°10'11"E | 12.50' |
| L2 | S61°55'35"E | 12.47' |
| L3 | S28°32'50"W | 41.23' |
| L4 | S28°32'50"W | 33.88' |
| L5 | N42°17'15"W | 48.45' |
| L6 | S84°58'57"W | 27.12' |
| L7 | S47°16'10"W | 17.80' |
| L10 | N09°19'19"E | 2.88' |
| L12 | N48°34'01"W | 11.68' |
| L13 | N70°53'00"W | 8.87' |
| L14 | S39°48'54"W | 16.22' |
| L15 | S17°57'15"E | 23.82' |
| L16 | S29°02'16"E | 35.87' |
| L17 | S17°38'20"E | 19.97' |
| L18 | S75°03'28"W | 12.87' |
| L19 | S15°37'32"W | 16.97' |
| L20 | S24°15'30"E | 9.15' |
| L21 | S82°09'23"E | 15.97' |
| L22 | S02°34'46"W | 13.88' |
| L23 | S50°47'31"W | 12.50' |
| L24 | N88°43'57"W | 26.80' |
| L25 | S89°51'10"W | 26.35' |
| L26 | S21°50'57"W | 2.85' |
| L27 | N89°42'00"E | 24.19' |
| L28 | N88°06'56"E | 18.52' |
| L29 | N87°06'12"E | 7.58' |
| L30 | S79°51'14"E | 5.98' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | BEARING | LENGTH |
| L31 | S56°50'46"E | 3.21' |
| L32 | S24°43'26"E | 13.35' |
| L33 | N70°53'35"E | 25.00' |
| L34 | N06°45'51"E | 5.78' |
| L35 | N54°16'29"E | 9.56' |
| L36 | S54°03'12"E | 22.59' |
| L37 | S66°40'45"E | 16.65' |
| L38 | S40°39'14"E | 22.19' |
| L39 | S14°59'27"W | 19.48' |
| L40 | S54°42'38"W | 16.23' |
| L41 | S48°54'07"W | 13.13' |
| L42 | S43°58'35"W | 19.12' |
| L43 | S60°20'23"W | 14.96' |
| L44 | S36°55'21"W | 27.46' |
| L45 | S17°47'15"W | 16.71' |
| L46 | S08°59'54"W | 31.39' |
| L47 | S07°02'01"E | 73.28' |
| L48 | S76°17'44"W | 46.80' |
| L49 | N10°20'57"W | 53.36' |
| L50 | N37°34'52"W | 39.49' |
| L51 | N54°23'12"W | 13.71' |
| L52 | N76°05'28"W | 10.81' |
| L53 | S70°08'26"W | 74.57' |



SIGNATURE _____ DATE _____

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

LEGEND:

| | | |
|---|-----|-------------------------|
| □ | CMF | CONCRETE MONUMENT FOUND |
| ● | ● | IRON PIN FOUND OR NOTED |
| ○ | ○ | IRON PIN SET OR NOTED |

PLAN REVISIONS

| NO. | DESCRIPTION: | DATE: | BY: |
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THE DESIGNS AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE COPYRIGHTED PROPERTY OF ANDREWS ENGINEERING CO., INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

2712 Bull Street Suite A
Beaufort, SC 29902
843.379.2222
843.379.2223

Andrews Engineering & Surveying

ALLJOY BOAT LANDING
BRIGHTON BEACH
BLUFFTON
BEAUFORT COUNTY
SOUTH CAROLINA

PARCEL RECONFIGURATION
SURVEY
PREPARED FOR
BEAUFORT COUNTY

Date Drawn: 07/13/2023
Last Revised: 10/20/2023
Drawn By: J. Tatter
Surveyor: J. Gray

SHEET #:
1

JOB: Z23064



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| An ordinance to approve a lease agreement between Beaufort County and Cindy Hollman |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee; November 27, 2023 |
| PRESENTER INFORMATION: |
| Jon Rembold; Airports Director 3 minutes |
| ITEM BACKGROUND: |
| Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Ms. Cindy Hollman is an independent FAA flight Examiner for hire and request a small office to conduct flight reviews. The DRAFT lease and legal review - approved by Legal on Nov 3, 2023. Beaufort County Airports Board (BCAB) - recommended approval on November 16, 2023. |
| PROJECT / ITEM NARRATIVE: |
| Cindy Hollman is a certified independent FAA Flight Examiner which services pilot trainees and certified pilots at Beaufort Executive Airport. Ms. Hollman has expressed a desire to lease office space at Beaufort Executive Airport, to conduct the ground portion of flight reviews and exams. |
| FISCAL IMPACT: |
| Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$69.30. The monthly base lease payments were calculated using Beaufort County’s approved, North of the broad lease rates of \$19.80 per sf. The space totals 42 sf. (42 sq ft x \$19.80/12) Annual Expected Revenue \$831.60 The lease rates are in accordance with current Beaufort County lease policies. |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Cindy Hollman. |
| OPTIONS FOR COMMITTEE MOTION: |
| Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Cindy Hollman. Move forward to Council for Approval on December 11, 2023 |

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) REAL PROPERTY
 LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this ___day of _____ 2023, (“Lease”), by and between Beaufort County, a political subdivision of the State of South Carolina, (“Landlord”) and Cindy Hollman (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 9-B Total square feet: 42

II. TERM

2.1 Term. The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **November 30, 2024** (“Termination Date”).

2.2 Renewal. This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. RENTAL PAYMENT

3.1 Payment of Rent. Tenant shall pay to Landlord Sixty-Nine dollars and Thirty cents (**\$69.30**) (total square feet x **\$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 Renewal Rate. The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5th of the month, the Rent shall be prorated appropriately.

3.3 Late Payment of Rent. Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

Landlord Initials _____ Tenant Initials _____

- 3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

IV. **CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

- 4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.
- 4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of FAA Flight Check oral examinations (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.
- 4.3 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.
- 4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

4.4.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

Landlord Initials _____ Tenant Initials _____

4.4.3 *Cost of Improvements.* Tenant's Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant's sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

4.4.4 *Compliance.* All such Tenant's Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant's Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

4.5 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

V. DESTRUCTION OR DAMAGE

5.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

5.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

5.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

Landlord Initials _____ Tenant Initials _____

5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VI. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

7.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

7.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

VIII. DEFAULT

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials _____ Tenant Initials _____

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

8.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall

Landlord Initials _____ Tenant Initials _____

be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.
- 8.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 8.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 8.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 8.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

Landlord Initials _____ Tenant Initials _____

Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

IX. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

X. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

XI. INSURANCE LIABILITY AND INDEMNIFICATION

11.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

11.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

11.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

11.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

XII. MISCELLANEOUS PROVISIONS

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

AS TO LANDLORD: Beaufort County
 Attn: Beaufort County Administration
 Post Office Box 1228
 Beaufort, SC 29901

Landlord Initials _____ Tenant Initials _____

Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's

Landlord Initials _____ Tenant Initials _____

part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND CINDY HOLLMAN

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Cindy Hollman ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

WHEREAS, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Cindy Hollman.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Cindy Hollman.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| An ordinance to approve a lease agreement between Beaufort County and Matt Archer |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee; November 27, 2023 |
| PRESENTER INFORMATION: |
| Jon Rembold; Airports Director 3 minutes |
| ITEM BACKGROUND: |
| Beaufort Executive Airport's terminal maintains multiple office spaces available for lease. Mr. Archer is an independent FAA flight Examiner for hire and request a small office to conduct flight reviews. The DRAFT lease and legal review - approved by Legal on Nov 3, 2023. Beaufort County Airports Board (BCAB) - recommended approval on November 16, 2023. |
| PROJECT / ITEM NARRATIVE: |
| Matt Archer is a certified independent FAA Flight Examiner which services pilot trainees and certified pilots at Beaufort Executive Airport. Mr. Archer has expressed a desire to lease office space at Beaufort Executive Airport, to conduct the ground portion of flight reviews and exams. |
| FISCAL IMPACT: |
| Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$69.30. The monthly base lease payments were calculated using Beaufort County's approved, North of the broad lease rates of \$19.80 per sf. The space totals 42 sf. (42 sq ft x \$19.80/12) Annual Expected Revenue \$831.60 The lease rates are in accordance with current Beaufort County lease policies. |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Matt Archer. |
| OPTIONS FOR COMMITTEE MOTION: |
| Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Matt Archer. Move forward to Council for Approval on December 11, 2023 |

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **REAL PROPERTY**
) **LEASE AGREEMENT**

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this ____day of _____ 2023, (“Lease”), by and between **Beaufort County**, a political subdivision of the State of South Carolina, (“Landlord”) and **Matt Archer** (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 9-A Total square feet: 42

II. TERM

- 2.1 *Term.* The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **November 30, 2024** (“Termination Date”).
- 2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. RENTAL PAYMENT

- 3.1 *Payment of Rent.* Tenant shall pay to Landlord Sixty-Nine dollars and Thirty cents **(\$69.30) (total square feet x \$19.80/12)** in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.
- 3.2 *Renewal Rate.* The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5th of the month, the Rent shall be prorated appropriately.
- 3.3 *Late Payment of Rent.* Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

Landlord Initials _____ Tenant Initials _____

3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of FAA Flight Check oral examinations (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

4.3 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

4.4.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

Landlord Initials _____ Tenant Initials _____

4.4.3 *Cost of Improvements.* Tenant’s Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

4.4.4 *Compliance.* All such Tenant’s Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant’s Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

4.5 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

V. DESTRUCTION OR DAMAGE

5.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

5.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

5.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect not impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

Landlord Initials _____ Tenant Initials _____

- 5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VI. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

- 7.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.
- 7.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

VIII. DEFAULT

- 8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials _____ Tenant Initials _____

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

8.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall

Landlord Initials _____ Tenant Initials _____

be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.
- 8.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 8.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 8.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 8.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

Landlord Initials _____ Tenant Initials _____

Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

IX. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

X. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

XI. INSURANCE LIABILITY AND INDEMNIFICATION

11.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

11.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

11.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

11.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

XII. MISCELLANEOUS PROVISIONS

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

AS TO LANDLORD: Beaufort County
 Attn: Beaufort County Administration
 Post Office Box 1228
 Beaufort, SC 29901

Landlord Initials _____ Tenant Initials _____

Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's

Landlord Initials _____ Tenant Initials _____

part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND MATT ARCHER

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Matt Archer ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

WHEREAS, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Matt Archer.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Matt Archer.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND |
| MEETING NAME AND DATE: |
| Public Facilities Committee Meeting – November 27, 2023 |
| PRESENTER INFORMATION: |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes) |
| ITEM BACKGROUND |
| August 22, 1980 – Beaufort County granted non-exclusive easement for drainage and utility purposes October 6, 2020 – Drainage and Utility easement modified |
| PROJECT / ITEM NARRATIVE: |
| Beaufort County has a drainage easement Ordinance to transfer easement ownership between Beaufort County and the Town of Hilton Head located at 55 Gardner Drive, R510 008 000 098A 0000. In 2020 the easement was modified to allow the property owner access to encroach into the drainage easement for the purposes of building the developments stormwater water quality and water quantity controls. The alteration of the existing drainage system to what was built makes this easement no longer reasonable or feasible to maintain by Beaufort County. In discussions with the property owners in the Old Woodlands neighborhood, there are drainage issues stemming from the modification of the drainage easement due to the development. As the development was approved by the Town of Hilton Head, they have agreed to take over drainage easement responsibility from Beaufort County. |
| FISCAL IMPACT: |
| Fiscal impacts associated with the transfer of easement ownership amounts to \$1.00. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of the transfer of ownership of the drainage easement on the southside of 55 Gardner drive to the Town of Hilton Head. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to either accept/deny the recommendation to approve the transfer of ownership of the drainage easement on the southside of 55 Gardner Drive to the Town of Hilton Head. |

Next Steps - A Majority Vote for Acceptance by Committee would move item forward to final acceptance by January County Council vote.

AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND

WHEREAS, Beaufort County (“County”) owns a non-exclusive easement for drainage and utility purposes located at 55 Gardner Drive, Hilton Head Island, South Carolina 29926, with TMS No. R510 008 000 098A 0000, which is more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the County owns a non-exclusive easement for drainage and utility purposes over and across portions of the Property pursuant to an easement dated August 22, 1980 and recorded in the Beaufort County Register of Deeds (the “**ROD**”) in **Book 303 at Page 122** and **Book 305 at Page 2056** (the “**Easement**”) as depicted in that certain plat recorded in the ROD in **Plat Book 28 at Page 207** (the “**Easement Area**”); and

WHEREAS, the Town of Hilton Head Island (“Town”) has requested the Easement be conveyed to it for purposes of the terms set forth in the Easement as are particularly described herein.

NOW THEREFORE, BE IT ORDAINED THAT BEAUFORT COUNTY COUNCIL, in a meeting duly assembled, does hereby authorize the conveyance of an easement located on a portion of real property at 55 Gardner Drive to the Town of Hilton Head Island.

ADOPTED, this ___ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



Easement section to transfer to the Town of Hilton Head is the portion running behind the following real properties: R510 008 00A 101A 0000, R510 008 00A 101B 0000, R510 008 00A 0074 0000, R510 008 00A 0073 0000, R510 008 00A 0072 0000, R510 008 00A 0072 0000, R510 008 00A 0071 0000, R510 008 00A 0070 0000, R510 008 00A 0069 0000, R510 008 00A 0068 0000.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**DRAINAGE AND UTILITY EASEMENT
TRANSFER AGREEMENT**
[Ref: Deed Book 303, Page 122]
[Deed Book 305, Page 2056]
[Plat Book 28, Page 207]

THIS DRAINAGE AND UTILITY EASEMENT MODIFICATION AGREEMENT (the “**Agreement**”) is made this ____ day of _____, 2023, by and between **Beaufort County** (hereinafter “**Grantor**”), a South Carolina municipal corporation with an address of Post Office Box 1228, Beaufort, South Carolina 29901 and the governmental authority of **Town of Hilton Head, South Carolina** (hereinafter “**Grantee**”), a South Carolina municipal corporation with an address of 1 Town Center Court, Hilton Head Island, SC 29928.

WITNESSETH:

WHEREAS, Grantor owns a non-exclusive easement for drainage and utility purposes located at 55 Gardner Drive, Hilton Head Island, South Carolina 29926, which is more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Beaufort County owns a non-exclusive easement for drainage and utility purposes over and across portions of the Property pursuant to an easement dated August 22, 1980 and recorded in the Beaufort County Register of Deeds (the “**ROD**”) in **Book 303 at Page 122** and **Book 305 at Page 2056** (the “**Easement**”) as depicted in that certain plat recorded in the ROD in **Plat Book 28 at Page 207** (the “**Easement Area**”); and

WHEREAS, Grantor has requested and Grantee has agreed to the transfer of the Easement for purposes of the terms set forth in the Easement as are particularly described herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the covenants, conditions and agreements contained herein, and other good and valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. The above recitals are incorporated herein by reference thereto, as fully as if restated herein.
2. Grantor and Grantee acknowledge and agree that the Easement is hereby transferred of any and all maintenance responsibilities.
3. Grantee’s right to undertake maintenance, alterations or repairs to the Utility Improvements or Hardscape as it deems necessary in its sole reasonable discretion so long as such activity does not diminish Grantor’s rights set forth in the Easement as modified by this Agreement, shall not be modified or altered by this Agreement. Subsequent to the completion of redevelopment of the Property contemplated in this Agreement, and except for normal and routine care and maintenance, Grantor agrees to use best efforts to notify Grantee prior to undertaking maintenance, alteration, or repairs to the Utility Improvements or Hardscape.

- 4. Except as modified herein, all benefits, obligations, terms and conditions of the Easement shall remain in full effect and are ratified by the parties hereto. In the event of any conflict between the terms of this Agreement and the Easement, the terms and conditions of this Agreement shall prevail.
- 5. This Agreement is subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantee of the rights and privileges granted herein.
- 6. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement and the terms and provisions hereof shall bind and inure to the benefit of the parties and their respective legal representatives, and successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. This Agreement is intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including attorneys' fees and court costs. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

WITNESS the hands and seals of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTOR:

Beaufort County, South Carolina

Signature of Witness #1

By: _____
Its: _____

Signature of Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____ as _____ of **Beaufort County**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public for South Carolina
My Commission Expires:_____

WITNESS the hands and seals of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTEE:

Town of Hilton Head

Signature of Witness #1

By: _____

Its: _____

Signature of Notary Public

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

)

I, the undersigned Notary Public, do hereby certify that _____ as _____ of **Town of Hilton Head**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public for South Carolina
My Commission Expires:_____

Exhibit "A"

Legal Description of Property

ALL that certain lot, tract or parcel of land situate, lying and being 12.16± acres of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina. For a more particular description of said property, reference is made to that certain plat prepared by Hussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the Beaufort County Records in Plat Book 30, at Page 125, said real property being shown upon said plat.

AND ALSO, ALL that certain lot, tract or parcel of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 acres to be conveyed to Hilton Head Christian Academy," as more fully shown on the plat prepared by Surveying Consultants, Inc., Terry G. Hatchell, SCRLS No. 11059 dated June 9, 2009, and entitled "Boundary Recombination Plat of 0.193 acres, Gardner Drive, to be conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel R510 008 000 101B 0000 Lands of the Town of Hilton Head Island," which is recorded in the Beaufort County Records in Plat Book 128 at Page 79.

AND ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.22 acres, more or less, and being shown as Parcel II and Access Easement on that certain Plat prepared by Coastal Surveying Co., Inc., and recorded December 28, 1995 in the Beaufort County Records in Plat Book 54 at Page 187.

LESS AND EXCEPT ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.747 acres, more or less, and shown and described as "REVISED PARCEL B" on a plat entitled Boundary Recombination of Survey of Revised Parcel B, Gardner Drive & William Hilton Parkway, to be conveyed by the Town of Hilton Head Island, a Section of Honey Horn Plantation & Parcel II, Indigo Run Plantation," dated June 10, 2009, prepared by Surveying Consultants, Inc., certified by Terry G. Hatchell, SCRLS #11059, which is recorded in the Beaufort County Records in Plat Book 128 at Page 102.

Beaufort County TMS # R510-008-000-098A-00000 + R510-008-000-101B-0000

Exhibit “B”

Site Plan



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT PRIVATE BUSINESS USE POLICY, APPLICATION AND FEE SCHEDULE |
| MEETING NAME AND DATE: |
| Community Services and Land Use Committee, November 13, 2023 |
| PRESENTER INFORMATION: |
| Stefanie M. Nagid, Passive Parks Director (10 minutes) |
| ITEM BACKGROUND: |
| This is a new item |
| PROJECT / ITEM NARRATIVE: |
| County staff have been informed of numerous private businesses using passive park properties for activities such as ecotours, staged photography sessions, and professional pop-up picnics. Currently, the Passive Parks Facility Rental policy and application is the only approved mechanism that can be used to regulate these activities. However, these activities do not necessarily constitute an “event”, but they do affect primary conservation goals of passive parks, public enjoyment and other scheduled events on the properties, and interfere with the duties of the recently hired Passive Park Naturalist. Staff feel a specific policy, use application and fee schedule is necessary to appropriately manage private business use on passive park properties to avoid user conflicts, ensure appropriate coordination with the Naturalist, and to appropriately compensate the County for private use of public land. |
| FISCAL IMPACT: |
| The policy would provide revenue to the County at a rate of \$100.00 for up to 2 hours of use, \$300 for up to 5 hours of use, and \$500 for up to 8 hours of use. These funds would be placed in the Passive Parks Department Special Revenue Fund (Fund 2005) for continued park maintenance due to the use of the properties. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of the policy as written. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve, modify or deny adoption of the Passive Parks Department Private Business Use Policy, Application and Fee Schedule. If recommended for approval, move forward to County Council for final approval on December 11, 2023. |

RESOLUTION 2023/___

A RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT PRIVATE BUSINESS USE POLICY, APPLICATION AND FEE SCHEDULE

WHEREAS Beaufort County has acquired over 14,000 acres of fee-simple properties with Rural and Critical Land Preservation funding, and anticipates acquiring additional fee-simple properties; and

WHEREAS Beaufort County foresees the development of many of the Rural and Critical properties into passive parks for the public’s use and enjoyment; and

WHEREAS Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens; and

WHEREAS Beaufort County desires the Passive Park Department to generate revenue for maintenance and operations of the passive park properties; and

WHEREAS Beaufort County understands and recognizes a balance is needed between conservation, public access and revenue generation on passive park properties due to the intended acquisition goals of these properties; and

WHEREAS Beaufort County desires to provide the use of passive park properties, structures, buildings, rooms, and other appropriate amenities to private businesses that are compatible with the conservation and passive recreation mission and goals of the Passive Parks Department.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA adopts the Passive Park Department Private Business Use Policy, Application and Fee Schedule that is attached hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



Beaufort County Passive Parks Department

Private Business Use Policy, Application and Fee Schedule

Applicability

This private business use policy applies to all **passive parks property, buildings and structures** owned by Beaufort County. All requests for private business use on passive park properties are subject to this policy. Any questions can be directed to the County's Passive Parks Director at (843) 255-2152.

Any nonprofit or for-profit individuals, limited liability corporations, incorporated corporations, organizations and/or associations desiring to conduct private business on passive parks property are required to obtain a permit for such activity. Proof of applicable business license(s) and insurance is required, as detailed in the Insurance, Licenses and Liability section of this document. Depending on the use details and property requested for use, certain restrictions may apply. The requested use may also require the completion of a Facility Rental Application, depending on the details provided by the applicant. Applicants will be held responsible for costs associated with replacement, repair, and/or cleaning of the property, if damage occurs during the Applicant's use of said property.

Applicants wishing to use a passive park property on a reoccurring basis may be restricted by the Passive Parks Department Director based on availability, other scheduled events and/or uses, or other factors as detailed in the Property Use section of this document. Applicants requesting a reoccurring use will be required to provide a detailed schedule with their permit application.

Application Process

The passive park private business use permit process begins with the submittal of a completed application (Exhibit A) to the County Passive Parks Director. Receipt of an application should in no way be construed as final approval or confirmation of the request. The Passive Parks Director will contact the applicant upon receiving the application and thereafter will serve as the primary point of contact. Applicants are responsible to contact any other affected County departments and/or public agencies with regard to related permits or licenses that may be additionally required to conduct business in Beaufort County and/or its local municipalities.

Applications will be approved on a first-come, first-serve basis and are required to be submitted **at least thirty (30) working days prior** to the date of the request. All required documents (i.e. certificate of insurance, business license(s), etc.) **must** be provided with the application to be considered a complete application.

Fully complete the entire application in Exhibit A and submit **at least thirty (30) working days** prior to the requested date via mail or hand delivery, with the application processing fee, to the Beaufort County Passive Parks Director at:

Passive Parks Department
 c/o Passive Parks Director
 124 Lady's Island Drive
 Beaufort, SC 29907

Payment and Cancellation

A **\$25.00** non-refundable application processing fee will be required for all submitted applications. The application processing fee must be check or money order (cash is not accepted). Checks and money orders must be made out to "**Beaufort County**". The Passive Parks Director will provide an email notice to the applicant of approval, or denial, **at least fifteen (15) working days prior** to the date of the request. The applicant will be notified of the fee amount to the County for use of the property in the approval email.

The entire fee must be submitted, by check or money order, and must be received **at least ten (10) working days prior** to the date of the use of the property. Checks and money orders should be made out to "**Beaufort County**" (cash is not accepted). If full payment is not received by the due date, the permit will be denied and the applicant will be denied use of the property.

Any cancellations or application changes must be submitted in writing by the applicant and must be submitted to the Passive Parks Director no less than **five (5) working days prior** to the requested use date. Refund of the use fee, less a 25% service charge, will be made to the applicant if notice is provided within the allocated time frame. Refunds will be by check from the Beaufort County Finance Department and will be delivered by mail within thirty (30) days. **No refunds will be issued for any cancellations, or be within, five (5) working days of the requested use date.** The County reserves the right to deny any use or application for any reason. Permit approval will be revoked by the Passive Parks Director in the case of property abuse by the applicant or their guests. Future requests for permits may be denied if applicants do not abide by the terms of their permit or abuse the property during their use.

Property Conditions

All properties and facilities are on an "as is" basis. Beaufort County does not provide any additional services, equipment or amenities than what are currently existing on the property. Applicants are responsible for providing all amenities necessary for their requested use. All anchoring and signage must be accomplished with weights (i.e. sandbags, concrete/water filled barrels, etc.). Ground disturbance, soil disturbance, digging, fastening, or attaching to any tree, shrub, or park feature is strictly prohibited. Any sets or structures must be self-supporting, temporary and portable. If the applicant is going to provide, sell or serve any food or beverages, then that is considered an event and the Facility Rental Application and fee schedule will be required for the use.

Applicants are responsible for the set-up, clean up, off-site trash disposal and reset of the property within their requested use time frame. The start time designated on the application is when the applicant will arrive on the property to begin set-up and use of the property. The end time designated on the application is when the applicant will have all items cleaned up and vacate the premises.

Applicants must remove all self-generated trash from the site themselves and reconfigure the property to its original condition before leaving the premises. The cost of any employee time incurred because of an applicant's failure to clean and/or reset the property following the use will be borne by the applicant.

The County's passive park facilities are smoke-free environments, and the use of illegal substances is strictly prohibited at any passive park property or facility.

Property Use and Fee Schedule

Beaufort County may impose restrictions on the month, day, time and/or location of use of a passive park property. Restrictions may be due, but not limited, to presence of threatened or endangered species, public enjoyment of the property, overuse of the property, and/or other scheduled events. Any restrictions will be discussed with the applicant during the application review process.

All private business use of County passive park properties or facilities are subject to the following fee schedule:

- \$100.00 for up to 2-hours of use (i.e. 0 -120 minutes of time)
- \$300.00 for up to 5 hours of use (i.e. 121-300 minutes of time)
- \$500.00 for up to 8 hours of use (i.e. 301-480 minutes of time)

Private business use will not exceed 8 hours (480 minutes) of time on any given day during park open hours (dawn to dusk). Private business use will not be approved during park closed hours (dusk to dawn). The use fee amount will be determined at the time of the application submittal and will be required to be paid by check or money order at least 10 working days prior to the date of requested use (see the aforementioned Payment section).

Insurance, Licenses and Liability

All applicants are required to provide proof of insurance coverage. The applicant must submit a copy of their Certificate of Insurance verifying current and valid coverage and specifically identifying "Beaufort County" as an Additional Insured. Beaufort County does not sell insurance. This type of insurance policy can be acquired from most private insurance carriers.

All applicants are required to provide proof of applicable business license(s). The applicant must submit a copy of their Beaufort County business license, as well as a copy of any other business license required to operate in the city and/or towns the applicant conducts business.

The County accepts no responsibility for the personal safety of any person, either inside or outside a Passive Park property and/or facility. The County is not responsible for damage, loss, or theft of personal property.

Ethical Standards

The County presumes that all applicants conducting private business on County passive park properties will uphold high ethical standards without regard to race, color, religion, sex, sexual orientation, age,

national origin, and/or disability. Passive Park properties will not be approved for use by any group that advocates unconstitutional or illegal acts, or whose activities may be contrary to the best interests of the County or its citizens. No use shall be allowed that presents obvious danger to the safety of persons and property.

Hold Harmless/Indemnification Clause

Applicants hereby assumes all risks incident to or in connection with the permitted use and shall be solely responsible for damage or injury of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted use or the conduct of applicant's operation. Applicant hereby expressly agrees to defend, indemnify and to save the County harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted use or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees.



Exhibit A

Beaufort County Passive Parks

Private Business Use Application

| APPLICANT INFORMATION | | |
|---|-----------|-------------|
| Applicant/Contact Name: | | |
| Business Name: | | |
| Street Address: | | |
| City/State/Zip: | | |
| Phone Number: | | |
| Email Address: | | |
| Website Address: | | |
| USE INFORMATION | | |
| Type of Use: | | |
| Primary Use Activities (attach advertisement as separate sheet, if applicable): | | |
| Requested Date(s) of Use (include separate sheet if needed): | | |
| Start Time: | End Time: | Total Time: |
| Property and/or Facility Requested (include separate sheet if needed): | | |

On a separate sheet, provide a site plan map sketch of the area requesting to be used, including all property amenities requesting to be used (i.e. restrooms, picnic tables, benches, etc.) and any items requesting to be placed on the property (i.e. tents, signs, banners, sets, etc.).

I hereby stipulate that I have read and understand all the rules and regulations as set forth by the Private Business Use Policy and Application, its instructions, its associated Exhibit and the governing body of Beaufort County for the use of the property and/or facility. I agree to abide by the terms of the Private Business Use Policy and Application and further understand that if any of the terms are not complied with the County may terminate the permitted use. I also understand that proof of sufficient insurance and licensing will be required at the time of application submittal to the County.

_____ **Applicant Signature**

_____ **Date**

| For Office Use Only | | | |
|------------------------------|--------------|----------------|---------------|
| Permit #: | | Approval Date: | |
| Staff Approval (Print Name): | | | |
| Staff Approval (Signature): | | | |
| Processing Fee | Due: \$25.00 | Date Paid: | Payment Type: |
| Use Fee | Due: \$ | Date Paid: | Payment Type: |
| Final Inspection | | | |
| Staff Initials: | | Date: | |
| Damage/No Damage Notes: | | | |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| A RESOLUTION REALLOCATING SIX-HUNDRED THOUSAND DOLLARS OF AMERICAN RESCUE PLAN ACT REVENUE FROM INFRASTRUCTURE PROJECTS TO WORKFORCE HOUSING PROJECTS |
| MEETING NAME AND DATE: |
| County Council, December 11, 2023 |
| PRESENTER INFORMATION: |
| John Robinson, County Administrator 5 minutes |
| ITEM BACKGROUND: |
| The Finance, Administration, Economic Development Committee voted, on November 20, 2023 to reallocate six-hundred thousand dollars of ARPA funds from general infrastructure to workforce housing. The Committee asked administration to provide these funds to Coastal Community Development Corporation (CCDC) provided that the County and CCDC are able to enter into an agreement on terms which are agreeable to Beaufort County including, among other terms, that the funds will be used exclusively for workforce housing in unincorporated Beaufort County. |
| PROJECT / ITEM NARRATIVE: |
| See above |
| FISCAL IMPACT: |
| Reallocation of \$600,000 of ARPA funds from infrastructure to workforce housing. (Account No: 2330-10-0000-55000, with an account balance of \$8,191,000) |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends Council adopt the recommendation of the committee. |
| OPTIONS FOR COUNCIL MOTION: |
| Council can adopt the committee's recommendation, reject it, or modify it. |

RESOLUTION 2023/_____

A RESOLUTION REALLOCATING SIX-HUNDRED THOUSAND DOLLARS OF AMERICAN RESCUE PLAN ACT REVENUE FROM INFRASTRUCTURE PROJECTS TO WORKFORCE HOUSING PROJECTS

WHEREAS, on March 28, 2022, Council adopted Ordinance 2022/16 which appropriated \$37,317,446 of American Rescue Plan Act (“ARPA”) funds across a wide variety of programs and purposes, including infrastructure and affordable/workforce housing; and

WHEREAS, in the intervening months, Council’s awareness of the critical need for workforce housing in Beaufort County has grown significantly, as has its appreciation of the difficulty in finding funds that are available to satisfy this need; and

WHEREAS, during this same time, administration has learned that some of the ARPA funds that Council originally intended to spend on infrastructure projects do not qualify under the Act but that affordable and workforce housing projects do qualify for such expenditures; and

WHEREAS, in light of the tremendous need for affordable and workforce housing in Beaufort County, the general lack of funds available to satisfy this need, and the availability of ARPA funds for this purpose, administration and Council desire to reallocate six-hundred thousand dollars (\$600,000) from the infrastructure account to fund affordable and workforce housing projects; and

WHEREAS, Council reserves the right to revisit the issue of funding additional affordable and workforce housing projects and to increase the reallocation of ARPA revenue funds to affordable and workforce housing projects in the future as it deems prudent, necessary, and appropriate.

NOW, THEREFORE, BE IT RESOLVED THAT Beaufort County Council does hereby reallocate six-hundred thousand dollars (\$600,000) in ARPA revenue from the infrastructure account to the interagency account for the purpose of funding workforce housing projects by Coastal Community Development Corporation (CCDC) in unincorporated Beaufort County as recommended and approved by the Finance, Administration, and Economic Development Committee at its meeting of November 20, 2023.

Adopted this _____ day of _____ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, JD
Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| A RESOLUTION ADOPTING THE BEAUFORT COUNTY PERSONNEL HANDBOOK |
| MEETING NAME AND DATE: |
| Finance, Administration, and Economic Development Committee; November 20, 2023 |
| PRESENTER INFORMATION: |
| Katherine Mead, Human Resources Director; John Robinson, Interim County Administrator 15 Minutes |
| ITEM BACKGROUND: |
| |
| PROJECT / ITEM NARRATIVE: |
| The current Beaufort County Personnel Handbook was adopted June 27, 2016. It is in the best interest of the County to review the Personnel Handbook from time to time to ensure the policies and procedures are current and address the needs and desires of the County and its employees. |
| FISCAL IMPACT: |
| None |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to Disapprove Move forward to Council for Approval |

RESOLUTION 2023/ _____

A RESOLUTION ADOPTING THE BEAUFORT COUNTY PERSONNEL HANDBOOK

WHEREAS, the Beaufort County Council (“Council”) finds that it is in the best interest of Beaufort County (“County”) employees to implement uniform employment practices; and

WHEREAS, the current Beaufort County Personnel Handbook was adopted June 27, 2016; and

WHEREAS, the Council recognizes that from time to time the policies and procedures within the Personnel Handbook must be revised in order to stay current and address the needs and desires of the County and its employees; and

WHEREAS, the County administration and staff have drafted the new Beaufort County Personnel Handbook provided in “Exhibit A”, attached hereto and incorporated herein by reference, in order to address the needs and desires of the County and its employees.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby revokes and repeals all previously issued handbooks made or issued by Beaufort County Council and hereby adopts the Beaufort County Personnel Handbook provided in Exhibit A, attached hereto and incorporated herein by reference.

This Resolution shall be effective January 1, 2024.

Dated this _____ day of December, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Substantive Changes / Additions to Employee Handbook Draft

- Addition of Parental Leave Policy
- Addition of Whistleblower Policy
- Addition of Flexible Scheduling Policy
- Addition of Telecommuting Policy
- Council will hear grievances and appeals on matters involving allegations against the County Administrator (Please have labor law attorney review)
- Addition of policy supporting the SC Lactation Accommodation Law
- Policy added regarding Political Participation by Employees
- Update Maximum Personal Leave Accrual limit from 280 hours to 320 hours
- Partial day absences timekeeping for Exempt employees
- Probationary employment decisions are not automatic and will require conscious decision by management to grant regular employment status
- Added a leave accrual table for 12-hour shift employees (primarily BCSO staff)
- Bereavement Leave – 5 days/shift per occurrence versus 3 days/shifts per year
- Recertification reimbursement
- Updated Emergency Leave Bank to both full and part time employees, remove committee due to medical privacy, and allow donations to be allowed from both PLT and sick leave accounts
- Addition of Conflict of Interest and Business Ethics
- Addition of Personal and Company-Provided Portable Communication Devices
- Addition of Camera Phones/Recording Devices
- Addition of Confidential County Information
- Addition of Publicity/Statements to Media
- Addition of Reference Policy
- Updated Emergency Disaster Policy and Emergency Attendance & Pay Policy
- Addition of Fleet policies
- Updated Social Media Policy
- Forego mandatory post-accident drug screenings **unless** the employee is AT-FAULT
- Addition of Compliance Training



BEAUFORT COUNTY

AN EQUAL OPPORTUNITY EMPLOYER

EMPLOYEE HANDBOOK

THIS IS NOT A CONTRACT OF EMPLOYMENT

Employee Handbook Revisions

| Revision Date | Section | Type |
|---------------|---------|------|
| | | |

DISCLAIMER

ALL EMPLOYEES OF BEAUFORT COUNTY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF BEAUFORT COUNTY’S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM AN EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH, CREATE A CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING, 2) THE DOCUMENT IS LABELED “CONTRACT”, 3) THE DOCUMENT STATES THE TERMS OF EMPLOYMENT, AND 4) THE DOCUMENT IS SIGNED BY THE COUNTY ADMINISTRATOR.

I acknowledge receipt of this handbook and **UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.** I further understand that this Employee Handbook supersedes and replaces all earlier handbooks, policies, and practices which are contrary to this document.

Signature of Employee

Printed Name of Employee

Date

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BEAUFORT COUNTY'S MISSION AND VISION

Mission

Beaufort County government exists to serve the people of Beaufort County in a cost-effective manner, so all our citizens may enjoy and appreciate a protected quality of life, natural and developed resources in a coastal environment, a diverse heritage, and economic well-being.

Vision

Beaufort County will continue to be one of the most desirable places in the United States to live, work, and enjoy a sense of community in a culturally diverse coastal setting.



IMPORTANT NOTICE TO OUR EMPLOYEES

The information contained in this handbook has been prepared to acquaint you with employment at Beaufort County. It contains information about working conditions regarding your employment. The policies in this handbook are generally intended to apply to all County employees. However, some departments may have departmental policies addressing these same issues with more stringent rules or requirements. To the extent that such departmental rules exist and are more stringent than County policy, they will govern as to that Department. Where departmental rules are less stringent than County policy, affected employees must comply with both. **This employee handbook, and any departmental rules are vehicles of information only, and not contracts of employment.**

As a new employee, one of your first assignments is to read, understand, and comply with all provisions of this handbook. Most important, if you have any questions, you are encouraged to review it with your immediate supervisor. As an existing employee with the County, you will probably find this handbook to be a quick reference source.

This handbook is intended as a source of information concerning the benefits, guidelines, and rules of employment for all employees. The County is dedicated to continually reviewing its policies to deal with the ever-changing times. The benefits and information contained in this handbook may change from time to time and at any time without prior notice. Additionally, the County reserves the right to revise, supplement, or withdraw any policies, guidelines, benefits, or portions of this handbook or any departmental rules as it deems appropriate, in its sole and absolute discretion, with or without prior notice.

It is not possible to describe all acts or omissions that constitute unacceptable conduct. However, at a minimum, the County expects that your conduct and performance will be compatible with its Code of Conduct (see Section 3.5 of this handbook) and policies. You are also expected to conduct yourself in such a way as not to violate any local, state, or federal laws. Such conduct or activity will be subject to disciplinary action as deemed appropriate by the County in its sole discretion. No director, manager, supervisor, or other employee has the authority to enter into any agreement contrary to, or in conflict with, any provisions of this handbook, unless the agreement is in writing and signed by the County Administrator. The County reserves the sole discretion to interpret its own policies and to designate a County Official to do so. The County's failure to enforce any of its policies shall not constitute a waiver of the County's future right to enforce any or all of its policies.

While you are expected to comply with the contents of this handbook, all information that you may need during the course of your employment may not be contained in the handbook. Your supervisor is the best source of information not contained in this handbook or on matters specific to your individual circumstances. If you have any questions regarding any aspect of your employment, please contact your supervisor. If your questions cannot be answered locally, please contact the Human Resources Department.

This employee handbook supersedes all previous employee handbooks, as well as all management memorandums that may have been issued on subjects covered herein.

At the beginning of this handbook is an acknowledgement page. Make sure that you sign and return this page to the Human Resources Department for inclusion in your personnel file.

We hope that your experience with us will be challenging, satisfactory, and rewarding.



SECTION 1 - INTRODUCTION

1.1 Equal Employment Opportunity

Beaufort County is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Beaufort County's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Beaufort County will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Beaufort County's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact Human Resources to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Beaufort County then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. Beaufort County will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of Beaufort County's decision regarding the request within a reasonable period. Beaufort County treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department. Beaufort County will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Human Resources Director immediately. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1.2 Employment At-Will

Employees may leave employment at any time with or without a reason. Likewise, the County reserves the right to terminate any employee at any time with or without reason.

1.3 Anti-Harassment Policy

It is Beaufort County's policy to prohibit intentional and unintentional harassment against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status,



age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Beaufort County.

The purpose of this policy to ensure that no one harasses another individual in the workplace, including while on Beaufort County premises, while on Beaufort County business (whether or not on Beaufort County premises) or while representing Beaufort County. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws is also unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

1.4 Sexual Harassment Policy

Sexual harassment can include all of the actions previously defined in Section 1.3, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly as a term or condition of an individual's employment; or
- submission to or rejection of conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. Unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters or comments;
4. Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters and drawings;
7. Sexually-explicit e-mails, text messages or voicemails;
8. Uninvited touching of a sexual nature;



9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

1.5 Harassment Complaint Procedure

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. Investigatory procedures may vary from case to case, depending upon the circumstances. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy. In appropriate situations, employees may be asked to submit to a polygraph (lie detector) examination.

The proper procedure is as follows:

1. Report the incident(s) to your supervisor or to a higher level member in your "chain of command." Complaints against the County Administrator should be made to the Chairman of County Council.
2. Report the incident(s) to the Human Resources Director.

In order to avoid misunderstandings, complaints made to members of management or to the Human Resources Director involve the completion of a written complaint report, either by the employee or by the person to whom the complaint is made, which summarizes the allegations and lists any witnesses to the alleged harassment. Supervisors and managers who receive complaints of or become aware of harassment have a duty to notify and coordinate with the Human Resources Director immediately.

Corrective Action

If, after proper investigation, management concludes that a complaint of harassment has merit, appropriate action will be taken. Employees may be disciplined. Non-employees may be reported to the appropriate law enforcement agency and/or barred from the premises. These procedures have been established to provide relief to employees who feel they have been the victim of harassment. The U.S. Supreme Court has said that, as a general rule, employees may not sue their employer for a violation of rights unless the employee first gives notice to the employer and provides them with the opportunity to end the harassment. These procedures are intended to establish a clear record of what has been reported.

Retaliation Prohibited

In addition, Beaufort County will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination of employment.

1.6 Whistleblower Policy



Beaufort County is committed to complying with all laws, regulations and ethical requirements applicable to the services we provide to our citizens. Therefore, Beaufort County calls on and values the assistance from its employees to uphold this commitment. Any employee of Beaufort County who believes that:

- (1) some policy, practice or activity of Beaufort County violates a law, or
- (2) an employee, officer or official is violating the law, Beaufort County policies or misusing Beaufort County resources,

should bring this belief to the attention of the individuals described below in the “Reporting” section of this Policy.

The support of all employees is necessary to achieve compliance with laws and policies. Beaufort County appreciates employees reporting issues of this nature and helping Beaufort County comply with the law and the County’s policies, and to protect its resources so they may be used for the purposes they were intended.

Reporting. If any employee reasonably believes that a violation of the law or Beaufort County’s policies and procedures has occurred, that employee may report the alleged policy, practice, or activity to the Director of Human Resources, the County Attorney, or the County Administrator. An employee making such a report shall hereinafter be referred to in this Whistleblower Policy as a “Reporting Employee”. If the Reporting Employee is uncomfortable making a report to any of the foregoing individuals, or if the Reporting Employee is not satisfied with the response of the foregoing individuals after a reasonable period of time following the report of misconduct has occurred, the Reporting Employee may provide the report to the Beaufort County Council Chairman or Vice-Chairman. Reports of violations or suspected violations will be kept confidential to the extent reasonably possible, consistent with the parameters of an adequate investigation and applicable law.

Retaliation. No Beaufort County official, officer or employee, or any person acting on behalf of Beaufort County, shall influence, restrain, or prevent any Reporting Employee from disclosing information that the Reporting Employee has reasonable cause to believe relates to or is evidence of misconduct. Any Reporting Employee acting in good faith and upon a reasonable belief as a whistleblower that misconduct has occurred will be protected from threats or retaliation, including but not limited to, discharge, demotion, suspension, harassment, reduced compensation, changes in the terms and conditions of employment, or other forms of discrimination. Any County employee who threatens or retaliates against a Reporting Employee who has reported a violation in good faith is subject to discipline up to and including termination.

Acting in Good Faith. Falsely or maliciously reporting a whistleblowing allegation under this policy will be viewed as a serious disciplinary offense.

1.7 Drug-Free and Alcohol-Free Workplace

Beaufort County has instituted a Drug-Free Workplace Policy and complies with the Drug-Free Workplace Act of 1988. Employees are required to comply with the policy and notify the County of any conviction for a drug-related offense within five (5) calendar days of the conviction.

The policy also prohibits being in possession or under the influence of any illegal drug or unauthorized controlled substance while working and/or on County premises or in County vehicles.

The County reserves the right to test employees it reasonably suspects to be in violation of this policy.



Alcohol presents a similar problem and is subject to the same prohibitions and testing as listed above. An employee is deemed to be "under the influence" if any detectable amount of alcohol is in his/her system.

For a list of reasons deemed appropriate to initiate reasonable suspicion testing and for a complete copy of the Beaufort County Drug and Alcohol policy, refer to **Appendix A-2**.

1.8 Workplace Violence

The County takes seriously the issue of workplace violence. Violence in the workplace will not be tolerated under any circumstances. This includes, but is not limited to, actual physical violence, threats of violence, fights or arguments between employees and others, use of abusive language or bringing unauthorized weapons of any type into the workplace. Any employee who sees a threatening or uncomfortable situation or feels threatened should not try to handle the situation by themselves. Instead, they should immediately remove themselves from possible danger and contact a Supervisor, Human Resources, or the Police Department (911). Any incident will be investigated, and the employee(s) involved will be subject to the appropriate disciplinary action up to and including termination.

1.9 Pregnancy Accommodations

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), Beaufort County will not discriminate against an individual because of pregnancy, childbirth, or related medical conditions, including, but not limited to, lactation. Beaufort County will endeavor to make reasonable accommodations for the employee's medical needs arising from pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship on the operation of the business.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. Making existing facilities readily accessible to, and usable by, such employees, including acquiring or modifying equipment or devices necessary for performing essential job functions;
2. Providing more frequent or longer break periods;
3. Providing more frequent bathroom breaks;
4. Providing a private place, other than a bathroom stall for the purpose of expressing milk;
5. Modifying work schedules;
6. Providing seating or allowing the employee to sit more frequently;
7. Providing assistance with manual labor and limits on lifting;
8. Temporarily transferring the employee to a less strenuous or hazardous vacant position, if qualified; or
9. Providing job restructuring or light duty, if available.

Beaufort County will not:

- Deny employment opportunities to the employee based on the need to make such reasonable accommodations;
- Require the employee to accept an accommodation that the employee chooses not to accept, if the employee does not have a known limitation related to pregnancy, or if the accommodation is unnecessary for the employee to perform the essential duties of their job;
- Require the employee to take leave under any leave law or Beaufort County policy if another reasonable accommodation can be provided to the employee; or



- Take any adverse action against the employee in the terms, conditions, or privileges of employment for requesting or using a reasonable accommodation.

If employees have any questions concerning this policy or if they wish to request an accommodation, they should contact Human Resources.

1.10 Lactation Accommodations

Pursuant to the South Carolina Lactation Support Act, Beaufort County supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at Beaufort County.

Beaufort County will make reasonable efforts to provide a reasonable amount of unpaid break time to accommodate employees desiring to express breast milk for their child. If possible, the lactation break time must run concurrently with break time already provided to employees. Lactation break time that cannot run concurrently with paid break time already provided will be unpaid, subject to applicable law.

Beaufort County will make reasonable efforts to provide employees with use of a room or location in close proximity to their work area, other than a toilet stall, in order to express milk in private.

Employees will not be discriminated against or retaliated against for choosing to express breast milk in the workplace in compliance with this policy and the law. Employees may contact Human Resources with questions regarding this policy.

1.11 Reasonable Accommodations and Interactive Dialogue

Beaufort County is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom Beaufort County has noticed may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law unless the accommodation would impose an undue hardship on the operation of Beaufort County business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources. Accommodation requests should be made in writing. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact Human Resources.



After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Beaufort County will engage in an interactive dialogue with the employee.

Even if the employee has not formally requested an accommodation, Beaufort County may initiate an interactive dialogue under certain circumstances, such as when Beaufort County has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Beaufort County initiates an interactive dialogue with an employee, it should not be construed as Beaufort County's belief an individual requires an accommodation but will serve as an invitation for the employee to share with Beaufort County any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Beaufort County will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Beaufort County may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Beaufort County will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Beaufort County is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, Beaufort County reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

Beaufort County will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Beaufort County will not allow any form of retaliation against employees who have requested an accommodation, for whom Beaufort County has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact Human Resources.

SECTION 2 – YOUR EMPLOYMENT

2.1 Personnel Records

The County maintains a personnel file for each employee. Employee files are the property of Beaufort County, and do not belong to the employee. An employee's personnel record begins with the completed employment application, resume and any other information submitted at the time of application. From time to time, information may be added to this personnel record.

Personnel records are the property of Beaufort County.

Contents of Personnel Files

Employee personnel records may include the following (but may be filed separately):



- Original employment application and resume.
- I-9 Form (filed separately).
- Performance appraisal reports.
- Disciplinary actions.
- Special commendations.
- Educational achievement and certifications.
- Status changes impacting work and salary history.
- Benefit information.
- Other relevant documents as determined by management.

Changes to Personal Information reporting Requirements

Employees are expected to keep the County informed about any major change which may affect their employment status. These changes include, but are not limited to:

- Name
- Home address
- Primary telephone number
- Marital status
- Number of dependents
- Any important health information which could create a safety concern or impede the employee's ability to perform essential functions of their job
- Emergency telephone numbers and whom to notify in case of an emergency
- Change of beneficiary
- Authorized payroll deductions
- Additional education and special training course certifications
- Change in status or loss of any licenses or certifications required for the employee's position

Access to Personnel Files

All information in employee personnel files is considered confidential. This information is available to the Human Resources Department, senior management personnel, supervisors, or managers who are responsible for the employee, and the employee.

The supervisor of the department to which an employee may be transferred or promoted (or hired if previously employed) is also permitted to review the employee's file by coordinating with the Human Resources Director.

Employee Review of Personnel File

The following provisions apply with respect to an employee's request to review his/her personnel record:

1. The employee has the responsibility to schedule a review of his/her file with Human Resources. If the review is scheduled during the employee's work hours, the time away must be coordinated with his/her supervisor.
2. A member of the Human Resources Department must be present while the employee reviews his/her personnel file.



3. The employee may take notes or request copies of certain documents, but may not remove, deface, or otherwise make notations on the documents in his/her personnel file. An employee may add comments to the personnel file if there is a disagreement with the contents of any document.

2.2 References

Beaufort County will respond to personnel reference requests through the Human Resources Department. Beaufort County will provide general information concerning the employee such as date of hire, date of discharge, salary and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for personnel references to the Human Resources Department.

Only the Human Resources Department may provide personnel references.

2.3 Employee Categories and Classification

Employee Categories

County pay policies apply to all County employees and employees of elected or appointed officials. Employees are divided into the following categories for the purpose of compensation and benefits. Only full-time employees are eligible for benefits.

- **Full-Time:** Employees hired to work 40 hours or more per week are considered full-time employees for compensation and benefit purposes.
- **Variable Hour:** Part-time employees who average 30 hours or more per week in a one-year lookback period are eligible for health insurance benefits only (prior approval required from County Administrator).
- **Part-Time:** Employees whose average work schedule is less than 30 hours per week are part-time employees and are not eligible for benefits.
- **Temporary:** Employees hired as a temporary replacement for full-time or part-time employees, or for short periods of employment such as summer months, peak periods, and vacations are considered temporary employees. Temporary employees generally are not eligible for benefits. However, if a temporary employee fills a benefits-eligible position, he/she may be eligible for select benefits when employment is expected to last 6 months or longer and is approved by the County Administrator.
- **Seasonal:** Employees hired to work during a specific season each year are seasonal employees. These employees may work a full-time or part-time schedule during the season. Seasonal employees are not eligible for benefits.

Employee Classification

The County maintains standard definitions of employment status and classifies employees for purposes of personnel and benefits administration and related payroll transactions.

All employees fall into one of the following two categories:

Exempt

Exempt employees are those whose positions and duties meet specific tests established by the Fair Labor Standards Act (FLSA) to be exempt from the minimum wage and overtime requirements of the law. Whether a



particular position qualifies as exempt will be determined through Human Resources. Exempt employees are paid on a salaried basis.

Exempt employees are expected to work the number of hours needed to perform the job and are not entitled to overtime pay or compensatory time off. However, the County Administrator may grant additional paid time off to an exempt employee who has worked an inordinate number of hours, such as due to a storm. This is a privilege to be granted at the discretion of the County Administrator, and not a right. It is intended to be utilized only in unusual situations.

Exempt employees are also treated differently than non-exempt employees for purposes of partial-day absences. Please see **Section 4.11 Partial Day Absences** for further information.

The FLSA restricts the circumstances under which an employer may make deductions from the salary of an exempt employee. The County's practices and policies are established and intended to ensure that improper deductions are not made. In the event of any inadvertent deduction, the employee will be fully reimbursed. If you believe that any amount has been deducted in violation of the law or our policies, you should file a complaint through Human Resources. If an improper deduction has been made, you will be reimbursed for the deduction and appropriate steps will be taken as needed to correct the problem in order to facilitate future compliance.

Non-Exempt

Non-exempt employees are those whose positions do not meet FLSA exemption tests and who are paid applicable overtime pay. Human Resources establishes an employee's non-exempt status. See section 4.4 - Overtime and Compensatory Time for more information.

2.4 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes on a time-keeping system and in a manner currently utilized by the County for such purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, including lunch breaks.

Non-exempt employees may not begin work until their scheduled starting time. Time worked beyond their regular schedule must have prior authorization from their supervisor.

Altering, falsifying, or tampering with time records is prohibited and subjects the employee to disciplinary action, up to and including termination of employment.

Exempt employees may be required to record their daily work attendance and are expected to work core business hours and any additional time before and after core hours as needed.

2.5 Employee Service Credit

County service credit is earned from the employee's first day through their last day of employment (any extended leave such as the Family Medical Leave Act (FMLA) or Administrative Leave may cause an adjustment to service credit for time missed).



If an employee leaves County employment for any reason and is later re-employed, prior service credit is not retained unless the employee meets both of the following conditions:

1. Prior service was at least five (5) consecutive years; and
2. The employee returns to County employment within one (1) year of prior separation.

2.6 Probationary Period

During the first one hundred eighty (180) days of employment, the County and the new employee are given an opportunity to evaluate whether the employment relationship should continue. However, the probationary period is not a guarantee of employment for six (6) months. During this period, employees will not have access to PLT (paid leave) hours unless otherwise approved by the County Administrator. Probationary employees will not have grievance rights.

Employees will be evaluated at the end of their initial probationary period of employment and a recommendation will be provided by the supervisor to the department director for one of the following actions:

1. Removal from probationary status and continued employment; or
2. Continued employment with an extension to the probationary status, not to exceed an additional six (6) months, only for the purpose of further evaluation; or
3. Termination of the employment relationship with Beaufort County.

The department director will consider the recommendation and will present it to the County Administrator, or designee, for a final decision.

2.7 Employment of Relatives

Persons who are related by birth or become related by marriage will not be employed or continued to be employed if one directly supervises another, interacts with another in the handling of money or compensation, works in a department where adequate separation is not possible, or in any other situation that administration deems inappropriate.

If employees become related by marriage and create a situation prohibited by this policy, one of the employees must give up his/her position. If employees cannot choose which one of them it will be, management will make the decision based on such factors as business needs, performance, longevity, etc.

Unrelated employees, such as domestic partners, cohabitants, or significant others, will be treated as being family for the purposes of this nepotism policy. Conflicts of interests, situations which at the County's sole discretion create the appearance of a conflict of interest, and situations not specifically noted in the policy will be handled by the County at its sole discretion.

2.8 Fraternalization

A "personal relationship" is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.



An employee who is involved in a personal relationship with another employee may not supervise directly or work for the employee with whom he or she is involved.

Beaufort County reserves the right to take prompt action if an actual, perceived, or potential conflict of interest arises concerning individuals who engage in any relationship with another employee that may affect terms of employment or create a distraction or disruption of business.

2.9 Transfer of Employees

Transfer of employees by the County from one department to another, or one location to another, may be made at any time at the County's discretion to support the operational needs of the County.

Employees may request transfer by applying for other advertised positions within the County. Employees are encouraged to discuss their desire to transfer with their current supervisor; however, this is not a requirement. Transferring employees must provide at least a 14-day notice to their current supervisor unless the current supervisor agrees to a lesser timeframe. Transfers must be approved by the County Administrator or designee and will be made effective at the beginning of a pay period.

2.10 Separation of Employment

Employees may be separated from employment at any time, with or without notice, by retirement, voluntary resignation, involuntary termination, or abandonment of employment. An employee will be deemed to have abandoned their job if they fail to report for work at the regularly scheduled time for three (3) consecutive working days without the consent of the employer.

Employees choosing to voluntarily separate are asked to provide at least two (2) weeks advance notice of departure. All Beaufort County property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of Beaufort County's Confidential Information upon separation.

Any amounts owed the County and the cost of any property issued by the County and not returned may be deducted from the final paycheck as an advance of wages.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

2.11 Exit Interviews

Employees who resign are requested to participate in an exit interview with a Human Resources Representative, if possible.

Please contact the Human Resources Department for more information.

2.12 Workforce Reductions

In the event that a reduction in the County's workforce becomes necessary, the number of employees over and above those needed to perform the available work will be laid off. In determining those employees to be retained, consideration may be given to the quality of each employee's past performance, the need for the position held by



the employee, employee qualifications for other County positions, and the length of service of each employee. The County will provide reasonable notice of layoffs.

2.13 Secondary Employment

If an employee desires to engage in employment in addition to his/her employment with the County, he must first obtain written authorization via an "Outside Employment Request Form" from his Department Head and the Human Resources Director for each secondary employment. Authorization must be renewed as of January 1 of each calendar year.

If, in the County's sole opinion, an employee's outside employment conflicts with or gives the appearance of a conflict of interest or is deemed incompatible with his County employment, he may be asked to choose between the two jobs. Beaufort County employees may only hold one Beaufort County position at a time.

Employees are not permitted to have dual employment within the County.

Employees may not engage in secondary employment or any personal business activity while on County work time or in County workplaces. Employees may not use County materials or facilities for private or secondary employment purposes.

2.14 Employee Discipline

General Guidelines

Instances may arise when an employee's conduct, or other actions or inactions warrant formal disciplinary measures.

When the discipline involves suspension, demotion or termination, the supervisor must coordinate with the Human Resources Director and gain approval from the County Administrator or designee prior to informing the employee of the decision.

For all written reprimands, the supervisor must turn in an "Employee Counseling Form" to the Human Resources Department, in which he/she outlines the circumstances involved and the action being taken. The supervisor must review the report (with the exception of oral warnings) with the employee for his/her signature with the understanding that the signature only acknowledges that the employee has seen the report or the action taken. The employee's signature does not mean that the employee necessarily agrees with the report and does not prevent the employee from appealing the action.

The employee must sign the counseling form at the time it is presented. Failure to do so will result in immediate suspension without pay. If the employee fails to sign the counseling form by 5:00 p.m., or by the end of their scheduled work day, the employee may be deemed to have resigned and the County, at its discretion, may proceed with termination of employment.

Employees will be given a copy of the signed report. The employee may submit a rebuttal and/or request to appeal within ten (10) calendar days. Employees are encouraged to reference the Grievance Process section of this handbook for further guidance in appealing a decision by management resulting in disciplinary action.

Types of Disciplinary Action



Disciplinary Action which may be taken without any regards to a specific order includes, but is not limited to:

- Oral counseling
- Written reprimand
- Suspension without pay
- Reduction in leave balances
- Performance Improvement Plan
- Probation
- Demotion / Reduction in pay
- Dismissal / Termination of employment

2.15 Examples of Conduct Warranting Disciplinary Action

It is not possible to list all acts and omissions, which may result in disciplinary action. The disciplinary action which is administered for any particular act or acts of misconduct rests in the sole discretion of the Administrator. The following list is merely a GUIDELINE of some of the more obvious types of misconduct, which may result in disciplinary action. **The disciplinary action that is administered for any particular act or acts of misconduct rests in the sole discretion of Beaufort County without regard for the way it has treated other employees and without regard to the way it has handled similar situations. Each act of misconduct is considered a separate offense.**

- a. Conviction of, or plea of guilty or no contest to a violation of the law, which may affect County's reputation, or which could create concern on the part of fellow employees or the citizens.
- b. Failure to report an arrest to Human Resources/County Administration.
- c. Loss of certification or license that is a requirement for the position.
- d. Unauthorized or excessive absence, tardiness.
- e. Insubordination, including disrespect for authority, or other conduct which tends to undermine authority.
- f. Failure or refusal to carry out lawful instructions; failure to follow chain-of-command (except in instances of wrongdoing by a supervisor).
- g. Unauthorized possession or removal, misappropriation, destruction, theft or conversion of County property or the property of others (includes information and electronic files and data).
- h. Violation of safety rules, neglect, or engaging in unsafe practices.
- i. Interference with the work of others.
- j. Threatening, coercing, harassing, bullying, or intimidating fellow employees, including "joking" threats.
- k. Physical aggression while on duty or on County premises.
- l. Inappropriate or offensive language.
- m. Unauthorized possession of a weapon in County facilities.
- n. Unprofessional behavior when dealing with the public or coworkers.
- o. Dishonesty.
- p. Failure to report wrongdoing of a fellow county employee while on duty.
- q. Failure to provide information; misrepresentation, alteration, or falsification of information for County records.
- r. Failure to report personal injury or property damage.
- s. Negligence or carelessness.



- t. Introduction, possession, or use of illegal or unauthorized prescription drugs or intoxicating beverages on County property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; or the off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is presumed to be "under the influence" if he has any detectable amount of any such substance in his/her system.
- u. Unsatisfactory performance.
- v. Violation of policies and procedures; violation of department work rules.
- w. Violation of state or federal laws or regulations.
- x. Any other reason, which, in the County's sole discretion, warrants disciplinary action.

Employees may be disciplined or discharged for any reason which, in the County's sole discretion, warrants discipline or discharge. The county reserves the right to treat each employee individually without regard for the way it has treated other employees and without regard to the way it has handled similar situations.

2.16 Grievance Process

This procedure is adopted in accordance with the "County and Municipal Employees Grievance Procedure Act," Section 8-17-110, et seq., Code of Laws of South Carolina, 1976, as amended.

A grievance is defined as any complaint by an employee that he/she has been treated unlawfully or in violation of County policies with regard to any matter pertaining to his employment by the County. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion, and demotion. An employee's level of compensation or classification is not the proper subject for a grievance except as it applies to alleged inequities within the employee's department. If an employee believes that he has not received or been credited with or has otherwise lost wages or benefits to which he is entitled, he must present his grievance in accordance with this procedure, or such wages or benefits may be forfeited. Written warnings are not grievable.

An employee who believes that he has a grievance must conform with the following procedure:

1. The employee must discuss the grievance with his immediate supervisor within ten (10) calendar days of the event giving rise to the grievance or his knowledge of such event. If his supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.
2. The employee must follow the chain-of-command in his/her department, appealing to each successive level of supervision. All Step 1 and Step 2 appeals may be oral or written. At each level, each supervisor has four (4) calendar days to render a decision. If no decision is made within this time, the grievance is considered denied. If a supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee may appeal to the next level of supervision.
3. If the Department Director denies the grievance, this decision is final as to any grievance brought by a probationary employee. For the purpose of grievance filing, a new employee is considered probationary until he has completed six (6) months of employment.

Non-probationary employees may appeal to the Employee Grievance Committee the denial of their grievances by the department heads by filing a written request for appeal at the Human Resources Department. This must be done within seven (7) calendar days of the department head's denial of the grievance. The written request for appeal must include the following information:

1. The purpose of the appeal and what recommendation is requested of the Grievance Committee; and



2. Statement that the chain-of-command has been followed in the appeal as is required by the grievance procedure.

Human Resources Department staff will review the prepared appeal, if requested by the employee.

The Employee Grievance Committee

The County Administrator appoints a committee composed of five (5) employees to serve for terms of three (3) years, except that the members appointed initially shall be appointed so that their terms will be staggered, and approximately one-third of the terms shall expire each year. The Administrator may appoint two (2) alternate members to serve in the event a member cannot attend or is disqualified from serving. A member continues to serve after the expiration of his term until a successor is appointed. Any interim appointment to fill a vacancy for any reason prior to the completion of a member's term shall be for the unexpired term. Any member may be reappointed for succeeding terms at the discretion of the County Administrator. All members are selected on a broadly representative basis from among County employees. Members employed in the same department as the grieving employee and members having formed an opinion on the issues prior to the hearing, may not participate in that employee's hearing.

1. The committee annually selects its own chairman from among its members. The chairman serves as the presiding officer at all hearings which he attends but may designate some other member to serve as presiding officer in his absence. The chairman has authority to schedule and to reschedule all hearings.
2. A quorum consists of a minimum of four (4) committee members, and no hearings may be held without a quorum.
3. The chairman of the grievance committee has ten (10) days from the date the grievance is received by the Human Resources Department to schedule the requested hearing, and to inform the employee requesting the hearing, the affected department, as well as the Human Resources Department, of the date of the hearing.
4. The presiding officer has control of the proceedings. He may take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing. Parties abide by their decisions except when a committee member objects to a decision to accept or reject evidence, in which case the majority vote of the committee will govern.
5. The committee has the authority to call for files, records, and papers which are pertinent to any investigation, and which are subject to the control of the County Administrator; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the services of a recording secretary at its discretion. The committee has no authority to subpoena witnesses, documents, or other evidence, nor shall any county employee be compelled to attend any hearing. All proceedings are recorded. Witnesses, other than the grieving employee and the department representative, are sequestered when not testifying. All witnesses testify under oath.

Hearings

1. All hearings are held in executive session unless the grieving employee requests, at least twenty-four (24) hours prior to the hearing, that it be held in open session. The official recording of all hearings shall be subject to the control and disposition of the County Administrator.
2. Neither the grieving employee nor the department may be assisted by advisers or by attorneys during the hearing itself. However, the committee may have an attorney available to it at any and all times it considers necessary, and the Human Resources Department may provide assistance in reading written materials to the committee at the request of a grieving employee.



3. In disciplinary actions by department directors and their subordinate supervisors, the employee must receive in reasonable detail written notice of the nature of the acts or omissions which are the basis for the disciplinary action. This notice may be amended at any time twenty-four hours or more before the commencement of the hearing. The department must demonstrate that the disciplinary action is for the good of the County. The department makes the first presentation. The committee may base its findings and recommendations on any additional or different grounds developed from the employee's presentation.
4. In non-disciplinary grievances, the employee must establish that a right existed and that it had denied him unlawfully, or in violation of a County policy. The employee makes the first presentation.
5. In all grievances, the grieving employee and the department are each limited to one hour of initial presentation. The party required to make the first presentation is entitled to a ten-minute rebuttal of the other party's presentation. The chairman appoints himself or another member of the committee as timekeeper.
6. In all grievances, presentations may be oral, in writing, or both; and may be supported by affidavits or unsworn signed statements from witnesses, by records, other documentary evidence, photographs, and other physical evidence. Presentations shall be made by the grieving employee (with reading assistance from a member of the Human Resources Department, if the employee desires), and by a directorial employee of the affected department. Parties may request that the committee call witnesses, and a list of potential witnesses should be submitted to the committee five (5) days prior to the hearing. However, neither party may call witnesses or question the other party, or question any witness called by the committee.

Findings and Recommendations

1. Except as provided in paragraphs 2 and 3 below, the committee, within twenty (20) days after hearing an appeal, must make its findings and recommendations and report such findings and recommendations to the County Administrator. If the County Administrator approves the recommendation of the committee, this shall be his decision and copies of the decision are transmitted to the employee and to the department director involved. If the Administrator rejects the recommendations of the committee, the County Administrator makes his own decision without further hearing, and that decision is final. Copies of the decision are transmitted to the employee, the department director involved, the grievance committee and the Human Resources Department.
2. In grievances in which the complaint is lodged against the County Administrator directly, the committee, within twenty (20) days after hearing an appeal, must make its findings and report such findings and recommendations to the Chairman of County Council through the Human Resources Director. If the Chairman of County Council rejects the recommendations of the committee, the Chairman of County Council will make his own decision without further hearing, and that decision is final. Copies of the decision are transmitted to the employee, the County Administrator, the grievance committee, and the Human Resources Department.
3. In grievances involving either the failure to promote or transfer, or the discipline or discharge, of personnel employed in or seeking assignment to a department under the direction of an Elected Official or an official appointed by an authority outside County government, the committee, within twenty (20) days after hearing an appeal, makes and reports such findings and recommendations to such official. If the official approves, he shall endorse the recommendations of the committee, and a copy of the decision is transmitted by the official to the employee. If, however, the official rejects the recommendations of the committee, the official makes his own decision without further hearing, and that decision shall be final. A copy of the decision is transmitted to the employee, the grievance committee, and the Human Resources Department.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the County or an Elected or Appointed Official to terminate any employee



when the County or respective Elected or Appointed Official considers such action to be necessary for the good of the County.

2.17 Performance Review

Depending on the employee's position and classification, Beaufort County endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, Beaufort County encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2.18 Promotions

Promotions within the County are generally based on such factors as quality of work, prior job performance, experience, educational background, attendance, safety record, and the ability to work well with others. While most vacant positions are advertised, the County may give first consideration for position vacancies to current employees. However, nothing in County policy restricts the County's right to review external candidates prior to making a decision.

SECTION 3 – EMPLOYEE EXPECTATIONS AND RESPONSIBILITIES

3.1 Working Hours and Schedule

Beaufort County normally is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Work schedules shall be established by department directors and supervisors in a manner to ensure staff are performing the business of the County in the most efficient way possible.

Flexible Work Schedule Policy

Purpose

The purpose of this policy is to establish guidelines for assistant county administrators, department directors and supervisors when considering alternative work schedules, also known as flexible scheduling.

Applicability

This policy is applicable to all employees who are under the operational authority of the County Administrator and whose duties and responsibilities allow for flexible scheduling. Certain functions of government may not lend themselves to flexible scheduling, e.g., EMS personnel on 12 or 24-hour shifts or Detention Center personnel on 12-hour shifts.

Guidelines



- Flexible scheduling shall not result in staffing shortages during the County's core business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m., nor shall it impair customer service functions.
- Under normal circumstances, most employees are expected to work no more than 10 hours on any given workday.
- Full-time employees are expected to work 40 hours a week, which begins on Saturday and ends on the Friday that follows. Accrual of overtime in excess of 40 hours worked per week should not occur as a result of flexible scheduling.
- Department directors and supervisors are responsible for ensuring that employees maintain a consistent and predictable work schedule. Under normal circumstances, an employee's work schedule should not vary from week to week or from pay period to pay period.
- Decisions regarding flexible scheduling shall be made fairly and equitably.
- The County Administrator reserves the right to terminate flexible scheduling for any individual employee, as well as the right to recall this policy which allows for flexible scheduling, at any time.

Working Hours

The County's regular work week begins on Saturday and ends on the Friday that follows. Regular working hours are as follows:

- Core business hours for providing service to the public are 8:00 a.m. to 5:00 p.m., Monday through Friday.
- EMS: Rotating 24-hour shift schedule (24-on / 48-off). Part-time employees may be on a 12- hour or 24-hour schedule.
- Detention Center, Sheriff & Communications: 8- & 12-hour shift schedules, as determined by current staffing levels and resident census.

Management will inform employees of scheduled breaks and lunch periods. Normally, lunch or meal periods are scheduled for no more than one (1) hour between the fourth (4) and sixth (6) hour of each workday. A fifteen (15) minute break or rest period may be scheduled for the first half of the workday and the second half of the workday. Employees may not combine meal/break periods or use meal/break periods to leave early. While lunch and break periods will be provided whenever possible, situations such as high work volume and staffing shortages may make it occasionally necessary to eliminate some break periods.

Employees are expected back at their workstations ready to start work at the end of each scheduled break and lunch period.

All non-exempt employees may not work beyond their scheduled hours without prior approval from their supervisor.

3.2 Punctuality and Attendance

Employees are hired to perform important functions at Beaufort County. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and tardies are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment.



The County does recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported or unexcused absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with Beaufort County.

3.3 Remote Work/Telecommuting

Beaufort County may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by Beaufort County. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by Beaufort County at any time and at the discretion of Beaufort County.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by Beaufort County or employee without notice, cause, or liability.

Hours of Work

Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Non-exempt employees must accurately record all hours worked pursuant to Beaufort County's timekeeping system and take rest and meal breaks as if in Beaufort County's workplace and as required by law. Non-exempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Beaufort County furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by Beaufort County.



Employees that require remote work outside of South Carolina must have prior approval from the County Administrator or designee, in addition to notifying the Human Resources Department.

Duties

Employees are expected to follow all existing Beaufort County policies and procedures. The duties, obligations, responsibilities, and conditions of employment with Beaufort County remain unchanged.

Employees must stay engaged with work throughout the workday and be fully available during normal business hours. Employees may not hold business visits or host in-person meetings with business colleagues or customers at his/her home. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Beaufort County policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Beaufort County premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. Beaufort County assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of Beaufort County's security requirements. If Beaufort County provides equipment for home use, employees agree to provide a secure location for Beaufort County-owned equipment and will not use, or allow others to use, such equipment for purposes other than Beaufort County business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by Beaufort County. Beaufort County will bear the expense of removal of any such equipment, linkages, and installations provided by Beaufort County upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release Beaufort County from any damage or liability incurred in the installing or removal of the equipment provided by Beaufort County.

Return of Beaufort County Property

All equipment, records, and materials provided by Beaufort County will remain Beaufort County property. Employees agree to return Beaufort County equipment, records, and materials upon request. All Beaufort County equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presenting of receipts and in accordance with the Business Expense Reimbursement policy, Beaufort County will reimburse employees for certain preapproved expenses.



Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to Beaufort County's policies prohibiting the nonbusiness use or dissemination of Beaufort County's confidential business information. Employees will take all appropriate steps to safeguard Beaufort County's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding Beaufort County's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact their supervisor and coordinate with the Human Resources Department.

3.4 Fitness for Duty

An employee must be physically and mentally fit to perform essential job functions.

Evaluation for Fitness

When it is reasonably suspected that the physical or mental impairment of an employee constitutes a hazard to individuals or property or may prevent the employee from effectively performing the essential functions of the position, the employee may be required to submit to an evaluation of fitness for duty by a physician of the County's choosing and expense. All such testing must be approved and coordinated by the Human Resources Director, or designee.

Periodic Evaluation

An employee may be required to submit to periodic examinations and/or undergo a program of treatment to qualify for continued employment, to the extent allowable by law.

Disclosure Required

An employee who is notified or otherwise becomes aware of a physical or mental impairment that affects or reasonably threatens to affect his/her ability to perform essential job functions shall report the condition immediately to their Department Head or to the Human Resources Director.

3.5 Code of Conduct

Public Trust



Public trust is essential for any successful governmental entity. To that end, employees are expected to conduct themselves (both on and off the job) in a way that is respectful to citizens, coworkers, and all others associated with the County. Employees should demonstrate good judgment, discretion, and high ethical standards in everything they do that pertains to County business and/or could affect the County's reputation.

Employees should remember at all times that they are employed to serve the public and should at all times do so with a high level of professionalism and respect.

Employees should also remember that public funds are being used, and should conduct business effectively and efficiently and protect the resources of the County.

Employees should avoid any activity which could be considered or perceived to be a conflict of interest. This includes any action which is contrary to the best interest of the County, whether for personal gain or the benefit of other unintended parties. Particular care must be given in dealing with any person or organization with whom the County is either currently conducting business or has the potential to conduct business.

Employees shall not use County property or position for personal gain.

Workplace Conduct

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in Beaufort County's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Beaufort County property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Beaufort County's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Beaufort County's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Beaufort County property.
11. Willful or careless destruction or damage to Beaufort County assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Beaufort County's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Beaufort County policy.



Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Beaufort County reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. Beaufort County will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Beaufort County will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

3.6 Conflict of Interest and Business Ethics

It is Beaufort County's policy that all employees avoid any conflict between their personal interests and those of Beaufort County. The purpose of this policy is to ensure that Beaufort County's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of Beaufort County.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with Beaufort County, by any employee who is in a position to directly or indirectly influence either Beaufort County's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with Beaufort County;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with Beaufort County or which competes with Beaufort County; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Beaufort County.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and Beaufort County.

3.7 Political Participation by Employees

The County supports its employees' efforts in exercising their civic duties and privileges in the democratic process. Employees are free to engage in political activities or join civic organizations, subject to guidelines and the following provisions: Employees of Beaufort County are expected to avoid public political activities that would have the effect of endorsing, promoting, or disparaging any Beaufort County elected or appointed official during working hours. While employees are encouraged to otherwise express their political opinions by voting for the candidate of their choice in any political election, employees shall not use their positions of employment with the County or other County resources for political purposes.

3.8 Confidential County Information



During the course of work, employees may become aware of confidential information about Beaufort County's business, including but not limited to information regarding Beaufort County finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to Beaufort County's customers, to include but not limited to citizens, businesses, and other stakeholders. It is extremely important that all such information remain confidential, and not be publicly disclosed except as part of a required disclosure pursuant to a Freedom of Information Act (FOIA) request. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of authorized personnel may be subject to disciplinary action up to and including termination of employment.

Employees are responsible to determine with their supervisors as to what information they receive in their position would be considered confidential.

3.9 Publicity/Statements to the Media

All media inquiries regarding the position of Beaufort County as to any issues must be referred to the Public Information Officer. Only the Public Information Officer is authorized to make or approve public statements on behalf of Beaufort County. No employees under the operational purview of the County Administrator, unless specifically designated by the Public Information Officer, County Administrator or other appropriate designee are authorized to make those statements on behalf of Beaufort County. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Beaufort County must first obtain approval from Public Information Officer.

3.10 Dress Code, Appearance, and Cleanliness

As representatives of Beaufort County, employees are expected to maintain a neat, well-groomed and professional appearance, in addition to good hygiene habits, while at work. County provided identification badges must be worn at all times on an approved lanyard around the neck or clipped to the lapel area so that it is readily visible.

Some departments provide uniforms for employees. These employees should follow certain guidelines to maintain a neat and professional appearance. Uniform trousers and shorts should be worn at the waistline with a belt. Shirt tails should be tucked in. Hats, if provided, should be worn with the bill over the eyes (pointing forward). Uniformed personnel are expected to follow all guidelines provided by their department.

Non-uniformed personnel shall wear clothing and shoes that are clean, properly fitting, and appropriate to the work situation. The wearing of tight-fitting, suggestive or see-through attire, jeans, shorts, jogging suits and T-shirts is generally not permitted.

Dress down days when jeans are permitted are allowed with the approval of the Department Head.

Management attire should include dress shirts, ties, jackets and/or suits for certain meetings and public functions.

Televised meetings warrant special attention to attire. Employees participating in televised meetings should ensure that they project a professional image as a Beaufort County representative.



Management makes the final determination of appropriateness of attire and appearance. Employees may be asked to go home and change if deemed inappropriate for the workplace. Time spent away from your workstation changing attire is unpaid time.

Clean Workplace:

A clean work environment everywhere in the County is essential for smooth and productive operations. Employees are expected to keep their workstations neat and orderly. The work area should be kept professional in appearance; personal or non-business materials should be kept to a minimum and not offensive or controversial to anyone with access to the area.

3.11 Transportation and Travel

Motor Vehicle and Workplace Equipment Operation

Employees authorized to drive a County vehicle must obey all traffic laws and are completely responsible for fines resulting from traffic violations. Only County employees are authorized to ride in or operate a County vehicle and only to conduct County business (some exceptions apply with written approval from the County Administrator). Please see the County Vehicle Usage Policy below. Employees whose job requires that they possess a driver's license must immediately report all traffic violations (on or off the job) and/or suspensions to their supervisors.

All employees operating a county vehicle that encounters any accident, traffic citation, or other event involving law enforcement must immediately report the incident to their immediate supervisor, Risk Management, the Fleet Manager and the Legal Department.

Vehicle Usage Policy

The County maintains a fleet of vehicles necessary to conduct County business. With few exceptions, vehicles are assigned to specific departments for use by employees of these departments to conduct County business. Vehicles are not assigned to individuals, and individuals are not permitted to keep personal items in County vehicles beyond the workday. Upon exiting the vehicle, the employee is responsible for ensuring that the interior of the vehicle is clean and orderly, with all trash and personal belongings removed. The vehicle should be locked, and keys should be submitted to the department designee after use. Department Directors are responsible for ensuring the cleanliness of vehicle exteriors, as well as ensuring that safety and maintenance protocols are followed. All County vehicles will be parked at an assigned County facility at the end of each business day. Vehicles must be parked at the facility most centrally located to its normal business use. Arrangements contrary to this policy and/or for the benefit of any employee are prohibited.

County vehicles are to be used exclusively for County business. Employees are not permitted to use these vehicles for personal business, nor are they permitted to combine County business and personal business while in a County vehicle unless doing so is in the best interest of the County (this would most often apply to those who routinely spend the majority of their day in the field - it is often more efficient to take lunch at a location near the worksite than to travel back for a personal vehicle).

Vehicle usage will be audited to ensure adherence to these policies.

Employees who use their personal vehicle to conduct County business will be reimbursed for mileage provided they submit required documentation, including a signed confirmation form from their department director that no



department vehicle was available. Department Directors are responsible for ensuring that compensable mileage is managed, and travel is conducted as efficiently as possible. Reimbursable mileage should be submitted with proper documentation within 30 days (as opposed to submitting multiple small claims frequently). Employees are not reimbursed for travel from home to their worksite, regardless of whether or not it is their normal reporting site, and regardless of whether it is during business hours or for emergencies after business hours. Likewise, mileage from work to home is not reimbursable.

Travel from one worksite to another is reimbursable with proper documentation as listed above.

While mileage is not reimbursable from home to work or work to home for after-hour emergencies, employees are compensated for after-hours emergencies from the time they leave home until the time they arrive back at home after the emergency, provided they travel directly from work to home.

Business Travel Outside the County

Administration recognizes that employees who travel outside of the County to represent the County's business interests must forego their living accommodations and may forfeit personal time. Accordingly, the County will make efforts to provide comfortable and secure accommodations for lodging, meals, and travel for employees.

However, these items are not intended to be perquisites, and the County reserves the right to deny reimbursement of expenses that are considered lavish or extravagant. Expenses are to be within established County guidelines and will be reimbursed with proper documentation. Employees are expected to spend the County's money as carefully and judiciously as they would their own.

All out-of-state travel must be approved by the County Administrator or designee.

See the full Beaufort County Fleet policy in Appendix A-11.

3.12 Travel Expense Policy

Clear, honest, well-documented and organized expense reports are of vital importance to the County. Due to this importance, every employee should be familiar with all aspects of the current expense policies. **See the full County Travel/Expense Policy in Appendix A-1.** All questions regarding this policy should be directed to the Finance Department.

3.13 Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Finance Department along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

See the full County Travel Expense Policy in Appendix A-1.



3.14 County Credit Cards

Employees authorized to use a County credit card are responsible for protecting the use of the credit card and for submitting all credit card charge tickets to the proper department for validation before payment of the credit card invoice. Credit cards are to be used exclusively for business purchases.

Please contact the Purchasing/Procurement Department for the full policy regarding purchase cards.

3.15 Health and Safety

In General

The health and safety of employees and others on Beaufort County property are of critical concern. Beaufort County intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on Beaufort County's premises, or in a product, facility, piece of equipment, process or business practice for which Beaufort County is responsible should be brought to the attention of management immediately.

Periodically, Beaufort County may issue rules and guidelines governing workplace safety and health. Beaufort County may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Medication

Any employee taking medication that may impact his/her work or create a safety issue is required to report such use to their supervisors prior to their shift. Employees may be required to present a release form from the physician indicating that the individual is able to safely perform their daily work routine prior to working while on certain medications and in certain positions.

Safety Equipment

The County provides certain employees with safety equipment. This safety equipment (e.g., safety glasses) must be worn on the job. This equipment will be signed for by the employee and replaced at their expense if lost or stolen. The County will bear the cost of replacing equipment if the equipment is shown to be defective or no longer effective due to normal wear and tear.

Safety Rules

Besides the following listed safety rules, each employee should make himself familiar with the work place and check for any additional special safety rules in the designated work area.



- First aid supply kits are provided in the work area. It is the responsibility of the supervisors to see that the kits remain well stocked.
- Know where the fire extinguishers are located and how to use them.
- All defective materials or tools must be brought to the attention of the supervisor and not remain on the job.
- The County, if necessary, provides safety glasses. They should be used at all times while working.
- The County provides hearing protection for jobs that require such devices and should be used at all times for these jobs.
- Wear clothes and shoes suited for the job.
- Practice good housekeeping. Keep the work area clean and free from stumbling hazards, grease, etc.
- Learn to lift the correct way. Bend knees. Keep back erect. Get help for heavy loads.
- No scuffling or horseplay on the job.
- Do not run within the work area.
- Employees must be sure that their actions do not endanger other employees, or damage County or personal property.
- Keep guards and protective devices in place at all times.
- Use tools only for their intended purposes. Do not use broken or dull tools. Report broken tools to management.
- Do not attempt to operate special machinery or equipment without permission and training.
- Do not repair or adjust machinery while it is in operation and never oil moving parts except on equipment fitted with safeguards for this purpose.
- Employees are expected to control hazardous waste and know how to handle exposure to hazardous waste, including blood-borne pathogens. If any employee suspects that the waste they may encounter as an employee is hazardous, they should inform management immediately.

Reporting Injuries and Accidents

Employees must advise management of all accidents, injuries or illnesses that occur while at work. All accidents, injuries or illnesses that occur while at work must be reported immediately, no matter how slight they may appear.

The County provides the proper forms for reporting job related accidents, injuries, and illnesses.

In the event of a vehicular accident involving a County-owned vehicle, or while on County business, employees should report all information immediately to management. Employees involved in an accident with a County vehicle will be required to submit to drug and alcohol screening. Exceptions to this requirement are accidents in which the employee is deemed not at fault by law enforcement authorities responding to the accident scene, or when management deems necessary due to reasonable suspicion or other departmental policies and/or requirements.

3.16 Tobacco Use (Including Electronic Smoking Devices)

All forms of tobacco use and smoking, including the use of e-cigarettes/vapes, is prohibited on Beaufort County premises, per Beaufort County ordinance. It is also prohibited in all Beaufort County vehicles. As part of the County's health benefits package, smoking cessation programs are available to employees.

3.17 Workplace Privacy



The workplace is intended to be a place of work. An important part of work is communications and record keeping. No employee is at work 24 hours a day, seven days a week, and there are times when management needs access to communications or records maintained by employees in their individual workplaces. Each employee must understand that personal items and personal communications received or stored on County premises are **NOT** entitled to an expectation or guarantee of privacy.

Management reserves the right to search County property and documents in employee desks, lockers, County-owned vehicles, file cabinets, etc. Further, to help provide for the safety and security of County employees, guests, and property, the County may conduct video surveillance of County property.

Electronic media raises similar issues. The County provides electronic and telephonic communication devices and, when necessary, computers and mobile devices to employees. Although assigned to the employee, these items still belong to the County. Similarly, electronic files created on a County computer or mobile device belong to the County. Employees should not use County computers and devices for personal business without the express written permission of the County. Unauthorized programs and files may not be used or installed on County computers without the written permission of the County. Additionally, employees may not encrypt work and may not use passwords other than those assigned to them by the County. Employees may not destroy or delete files from County computers or mobile devices except pursuant to the County's record retention policy.

Employees of Beaufort County should have no expectation of privacy regarding any information or property used, accessed, sent or received, in both hard copy and electronic format, on any County equipment including telephones, cell phones, computer files, email, uploads and downloads from the internet, whether business related or personal.

The County reserves the right to review voice mail, electronic mail, computer and mobile device files, text messaging, and other electronic information generated by, passed through, or stored in the County's electronic system. The County also reserves the right to report the findings of such reviews to appropriate agencies.

The following uses are absolutely forbidden:

1. To access any material the County considers to be pornographic; to transmit or knowingly accept receipt of any communication that is pornographic, obscene, or in the County's opinion might contribute to a hostile work environment in that it demeans individuals on the basis of race, sex, age, national origin, disability or some similar distinction.
2. To conduct business for outside employment or a side-business.
3. To solicit others for non-work-related reasons.

County employees may not use personal electronic equipment (including but not limited to personal laptop computers, mobile devices, and cellular phones) on County property or at County work sites to engage in conduct that would be prohibited if using County equipment.

Important Notice: The County has the capacity to examine the computer and mobile device usage of individual employees in detail. Even though an item has been "deleted" and the employee cannot retrieve it, this does not mean that the County cannot do so. It is also possible to generate a report of every internet connection made by each user and of how much time was spent in each connection.

See the Computer Usage and Email Retention Policy in Appendix A-3 and A-4 for more information.



3.18 Parking

An adequate parking area is provided for employees. The County assumes no responsibility for employee's vehicles or their contents while on County property. Parking personal vehicles in unauthorized areas without prior approval is prohibited and could result in disciplinary action.

3.19 Personal Telephone Use

County telephones are important to our everyday operation and are provided to facilitate official business. Employees should restrict their personal telephone calls to urgent matters only, keeping them brief and as quiet as possible. Employees should never engage in personal calls while with a customer or while a customer is waiting to be assisted.

The use of County phones for personal calls, faxes, or other electronic communication is discouraged. In the event that charges are incurred for the use of County resources, the employee must reimburse the County, and may be subject to disciplinary action.

Except in emergency situations, the use of personal cell phones to conduct personal business except while on a bona fide break or lunch is prohibited. Personal cell phone use should be conducted away from the work area and as discretely as possible if on County property.

3.20 County Tools and Equipment

The County may furnish necessary tools and equipment to complete job assignments. Each employee is reminded that all items purchased by the County remain the property of the County and represent a valuable asset of the County. The costs of County issued tools and equipment is considered an advance of wages which may be deducted from the employee's paycheck if lost, stolen or damaged while under the employee's control. Unreturned property at the time of separation of employment may be deducted from the employee's final paycheck.

It is the responsibility of the employee to whom tools and equipment are assigned to maintain and safeguard these assets as if they were their personal property. It is the policy of this County to hold the individual financially responsible for tools and equipment lost, stolen, or damaged through negligence.

A periodic inventory of tools and equipment may be made. When leaving a work area, it is recommended that all tools that cannot be secured in locked storage be removed from the work area.

County departments may have internal policies regarding tools and equipment and employees are expected to follow their department rules. It is the responsibility of the employee to review these policies with their supervisor.

3.21 Personal and County-Provided Portable Communication Devices

Beaufort County-provided Portable Communication Devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.



Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through Beaufort County's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Beaufort County-provided or personal device, employees must comply with applicable Beaufort County guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Beaufort County-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Beaufort County information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Beaufort County information. This is the only way currently possible to ensure that all Beaufort County information is removed from the device at the time of termination. The removal of Beaufort County information is crucial to ensure compliance with Beaufort County's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Beaufort County-issued device, Beaufort County's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Beaufort County business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.



See **Appendix A-3 Beaufort County Computer and Information Systems Acceptable Use Policy** for further details.

3.22 Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone on Beaufort County property or while performing work for Beaufort County.

The use of tape recorders, Dictaphones, or other types of voice recording devices anywhere on Beaufort County property, including to record conversations or activities of other employees or management, while performing work for Beaufort County, is also strictly prohibited, unless the device was provided to you by Beaufort County and is used solely for legitimate business purposes.

An exclusion to this policy may only exist if the use of such devices are required to perform an essential function or duty of the employee's job, or if such exclusion has been expressly granted by the Beaufort County Administrator or designee.

3.23 Solicitations/Gambling

Solicitation, gambling (including athletic pools) distributions, are prohibited on County property and work-sites. Soliciting for or engaging in gambling activities, athletic pools or any other illegal activities are specifically prohibited. Employees may not solicit friends and co-workers for personal activities, clubs, charities, and other social organizations during either the employees' work time or in work areas frequented by the public. Written approval from the County Administrator is required for any exception to this policy.

Additionally, County computer and communications resources may only be used for conducting County business. Games such as "fantasy football" or unauthorized "bulletin board" or "blogging" activity involving computer and communication resources are prohibited.

3.24 Security

All doors, files, desks, gates, and any other equipment with locks must be kept locked securely when not in direct use and at each day's end. Locks should be checked regularly. County vehicles should be kept locked at all times. Lost keys or equipment must be reported to the supervisor immediately. Any concerns about security should be directed to your supervisor and / or the Risk Management Department.

3.25 Use of Social Media

Beaufort County acknowledges the evolving communication landscape of the 21st century. To provide clear direction to our employees when engaging in online social media activities, Beaufort County has developed the following policy. The decision of whether an employee chooses to participate in activities such as blogging, wiki editing, online social networking, or any other form of online publishing or discussion is entirely their own.

Content produced by Beaufort County employees reflects upon the entire County and is subject to the County's Acceptable Use Policy and all other Policies established in the Beaufort County Employee Handbook. This includes personal posts, even if marked as private, which may still be subject to applicable Beaufort County



policies and procedures, as well as relevant local, state and federal laws. By accessing, creating or contributing to any blogs, wikis, podcasts or other social media platforms for County purposes, you are committing to adhering to these guidelines.

Any violation of this Policy may result in disciplinary action up to termination.

What is Social Media?

Social media refers to user-generated content shared within a collaborative online environment where individuals exchange opinions, knowledge and information. This digital landscape encompasses various tools, including but not limited to:

- Blogs (e.g., Blogger, WordPress)
- Wikis (e.g., Wikispaces, Google Sites)
- Social networking sites (e.g., Facebook, Ning, YouTube, LinkedIn)
- Photo and video sharing platforms (e.g., YouTube, Flickr)
- Social bookmarking services (e.g., Diigo, Delicious)
- Podcasting and Vodcasting

Content. For purposes of this Policy, the term “Content” is defined as any materials, documents, photographs, graphics and other information that is created, posted, or transmitted using social media.

Use of Social Media

Employment Information. An employee may choose to provide information regarding employment on social media. Any information regarding employment must be truthful and accurate.

County Employee and Respectful Content. Understand that you are always considered a Beaufort County employee online, and whether intended or not anything you do or say can reflect on the County. Posts and content shall not infer, directly or indirectly, that content or statements made are being made on behalf of the County. Employees are prohibited from posting statements or content containing personal attacks on coworkers, reasonably calls into question coworkers’ judgment, violates the County Employee Handbook, creates hostility or disrupts the workplace.

Any expression of ideas or opinions must be respectful. Employees shall not post any content on social media which may be considered degrading, insulting, offensive, harassing, obscene, unlawful, hostile, or may be considered cyberbullying.

Confidential Information. Understand that online postings and conversations are not private, and under no circumstance shall confidential information be shared.

Posting Content Requires Permission. Employees must obtain written approval from the County Administrator, or its designee, prior to posting any content taken in County facilities or at County activities. An Employee must obtain consent before posting any content of other County Employees or citizens participating in County activities.

Seek written authorization from the Public Information Officer before using any County logo or image. County logos should only be used in professional contexts. When using social media on behalf of Beaufort County or for County-related purposes, adhere to the Beaufort County Style Guide, available from the Public Information Officer.

3.26 Compliance Training



County employees are required to complete annual compliance trainings, to include but not limited to, the following topics: Harassment Prevention, Diversity in the Workplace, Beaufort County EMS Stop the Bleed, Information Technology Security, and Workplace Safety.

SECTION 4 – COMPENSATION AND BENEFITS

4.1 Compensation Plan

The Compensation Plan is designed to be an equitable method to pay County employees. This plan establishes a basic salary structure, as approved by County Council. The salary ranges encompass minimum, midpoint and maximum rates of pay for all positions included in the Classification Plan. However, assignment to a particular range does not guarantee that the employee will be paid within the range.

- a. Starting Rates for New Employees: In most cases, a new employee is paid between the minimum and midpoint rate of pay for the position with consideration of the employee's credentials, budget constraints, and ensuring equity within the department. Exceptions may be granted upon written justification from the department head, with approval of the County Administrator or designee. Such a request must be made in writing by the department head and forwarded for consideration to the Assistant County Administrator and Human Resources Director.
- b. Part-time Employment: Part-time positions are assigned to appropriate grades by the Human Resources Director. The same principles which apply to the Compensation Plan for full-time regular employees determine salary procedures for part-time employees.
- c. Temporary Employment- Temporary positions are assigned appropriate hourly rates/salaries by the Human Resources Director.

4.2 Holidays & Holiday Pay

The following days are observed as holidays for Beaufort County employees:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Personal Floating Holiday

**A holiday schedule will be produced annually and distributed to employees for planning purposes.*

1. In addition to the above, employees receive any other days off that are designated as holidays by the County Council.



2. For administrative employees, when a recognized holiday falls on a Saturday, the preceding Friday is observed as the holiday. When a recognized holiday falls on a Sunday, the following Monday is observed as the holiday.
3. For employees who work non-standard or "shift" hours, the following governs: When an actual holiday falls on a Saturday or Sunday, the employees who work Saturday or Sunday receive holiday pay for the Saturday or Sunday and not for the Monday or Friday which are designated as holidays for standard-schedule County employees. Shift employees who do not work the actual holiday are not paid holiday pay.
4. Temporary employees are not eligible for holiday pay.

Holiday Pay

- a. Standard-schedule employees, full-time and part-time, who are scheduled to work, but perform no work on a County recognized holiday, are paid a holiday allowance equal to their regular pay without overtime. Employees who are not scheduled to work on a holiday (due to being non-standard schedule employees or those in an inactive status (FMLA, etc.)) will not receive holiday pay.
- b. Employees required to work on a County recognized holiday are paid as follows: Regular employees receive holiday pay in the amount of one day's pay and regular pay for hours actually worked. Shift or nonstandard scheduled employees, including some law enforcement, EMS, and firefighters, receive holiday pay and regular pay for hours worked on the *actual* holiday.

Under no circumstances will an employee receive holiday pay for both the County recognized and the actual holiday.

4.3 Payment of Wages

Employees are paid every two weeks on Friday, by direct deposit. Employees should examine their pay stubs immediately to ensure they have been properly paid for all hours and that no improper deductions have been made.

The County deducts from employee's gross pay, federal and state income taxes, social security taxes, elective health coverage, court-ordered withholdings, required retirement withholding, and other county-approved voluntary deductions, as well as deductions for loss or destruction of County property. The County does not make unauthorized deductions and will reimburse employees if such deductions are made inadvertently and reported to payroll.

Cash, debts owed the County, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, County identification badges and other items belonging to the County that are advanced or issued to an employee but not repaid or returned by him at the time of his termination/resignation are considered advances of wages, the value of which may be deducted from the employee's pay.

Questions regarding deductions should be directed to the Human Resources Department.

4.4 Overtime and Compensatory Time

Overtime

Like most successful organizations, Beaufort County experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity



and requesting overtime work if necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law. (All types of leave hours are not considered time worked.)

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Saturday and ends at 11:59 p.m. on the following Friday.

Compensatory Time

In lieu of overtime, the County may award compensatory time at a rate of time and one-half to employees who work in excess of the statutory maximum hours. **Every effort will be made by the employee and management to ensure that any compensatory time accrued is used within 90 days of accrual.** In accordance with the Fair Labor Standards Act (FLSA), public employees may accrue no more than the following number of compensatory hours:

- Public Safety and Emergency Response Personnel: 480 hours
- All Others: 240 hours

However, departments may institute an internal policy that institutes lower limits as deemed necessary.

4.5 Payroll Errors

If an employee believes there is an error in pay, he/she should notify the Human Resources Department within fifteen (15) days of receiving the paycheck. The County will attempt to adjust the error immediately or no later than the employee's next pay period.

4.6 Garnishment of Employee Wages

Deductions may be made from wages when ordered by a court or when otherwise permitted or required by law.

4.7 Payment at Time of Separation

Any employee terminating their employment is expected to return any County property in his/her possession.

Any outstanding debt owed the County and the value of any property (e.g. credit cards, uniforms, tools, etc.) is deducted from the final check as an advance of wages. A payment agreement will be made if the final paycheck does not fulfill the outstanding debt.

After a full accounting of the employee's and the County's accounts (as determined by the County) is completed, a final paycheck is issued to the employee, normally on the next regular pay date.



Upon resignation or termination, the employee is encouraged to consult the Human Resources Department to address any questions regarding post- employment benefits and final paperwork.

Should employee’s separation be due to death, final payment will be direct deposited into the bank account on file with the payroll department at the time of death. Should payment be sent back to the County by the financial institution, the payroll department will issue a paper check payable to “The Estate of” the deceased employee, or as ordered by applicable Probate Court.

4.8 Payment of Accumulated PLT & Compensatory Time at Separation

An employee's last day worked (except in cases of unpaid leave such as FMLA) is his/her last day of employment. Accrued PLT time and compensatory time will be paid out with the departing employee's final pay. Employees will not be paid for any unused accrued Disability Leave hours, Sick Leave hours, or Bereavement Leave hours upon separation from County employment.

4.9 Personal Leave Team (PLT)

The Personal Leave Time account is established for regular full-time employees. Personal Leave Time is accrued by eligible employees receiving pay from Beaufort County for any of the following: 1) days worked, 2) days taken as PLT, 3) days taken for jury duty, or 4) any other approved time off with pay.

Full-time employees accrue PLT provided they are "in pay status" at least fifty percent of the pay period.

Accrual rates for regular employees:

| Length of Service | Hours / Pay Period | Hours / Year | Days / Year |
|--------------------|--------------------|--------------|-------------|
| 0 months – 1 year* | 3.693 | 96 | 12 |
| 1 year – 5 years | 4.616 | 120 | 15 |
| 5 years – 10 years | 6.154 | 160 | 20 |
| 10 years and over | 7.692 | 200 | 25 |

**Probationary employees will accrue leave at the rate of 3.693 hours per pay period. However, they will not be awarded their personal leave balance until the following pay period from the date they have successfully completed their probationary period of employment.*

Accrual rates for employees who work 12-hour shifts:

| Length of Service | Hours / Pay Period | Hours / Year | Days/ Year |
|--------------------|--------------------|--------------|------------|
| 0 months – 1 year* | 4.615 | 120 | 10 shifts |
| 1 year – 5 years | 6.000 | 156 | 13 shifts |
| 5 years – 10 years | 7.846 | 204 | 17 shifts |
| 10 years and over | 9.692 | 252 | 21 shifts |

**Probationary employees will accrue leave at the rate of 4.615 hours per pay period. However, they will not be awarded their personal leave balance until the following pay period from the date they have successfully completed their probationary period of employment.*

Accrual rates for employees who work 24-hour shifts:

| Length of Service | Hours / Pay Period | Hours / Year | Days/ Year |
|-------------------|--------------------|--------------|------------|
|-------------------|--------------------|--------------|------------|



| | | | |
|--------------------|--------|-----|-----------|
| 0 months – 1 year* | 5.5390 | 144 | 6 shifts |
| 1 year – 5 years | 6.4615 | 168 | 7 shifts |
| 5 years – 10 years | 8.3077 | 216 | 9 shifts |
| 10 years and over | 11.077 | 288 | 12 shifts |

**Probationary employees will accrue leave at the rate of 5.539 hours per pay period. However, they will not be awarded their personal leave balance until the following pay period from the date they have successfully completed their probationary period of employment.*

Maximum Accrual Balance

A maximum of three hundred and twenty (320) hours may be accumulated in the PLT account. All PLT hours in excess of three hundred and twenty (320) hours, will automatically be transferred to the Disability Leave (DL) account, up to a maximum of three hundred and sixty hours (360). See **Section 4.12 Disability Leave** for more information.

Scheduling Leave (Mandatory)

Employees must submit a request to their immediate supervisor for the use of PLT at least forty-eight (48) hours in advance (except for illness or emergency). Leave will be granted whenever possible and practical, but may be denied in cases of business need or excessive requests during a certain time period, etc.

All full-time County employees with more than one year of service are required to take at least five days/forty hours of their accrued PLT each year. In order to maintain a healthy, productive work force, employees are encouraged to take at least one week off, i.e., five or more consecutive workdays, each year using PLT. Department directors and/or supervisors are responsible for monitoring this process to ensure that every employee has used this opportunity to take a vacation each year.

In case of absences due to accidents, sudden illness or emergencies, employees must notify their supervisor or department directors at least thirty minutes prior to their regular time for reporting to work, whenever possible.

4.10 Sick Leave

The County recognizes that employees and their immediate family members sometimes become ill. Thus, the County offers a sick leave benefit that provides paid time away from work during illness and recovery, for full-time and part-time employees.

Accrual and Carryover

Sick leave accrues at the end of each payroll period and is reflected on your paycheck stub as "Sick Leave Balance." Sick leave may not be used until it has been accrued but is available as soon as it is accrued.

Full-time employees accrue 3.69 hours each bi-weekly pay period. A maximum of 720 hours may be carried over from the last pay period in one year to the first pay period in the following year.

Employees working a 12-hour shift accrue sick leave at the rate of 3.87 hours per pay period and may carry over up to a maximum of 756 hours.



Employees working a 24-hour shift accrue sick leave at the rate of 5.2 hours per pay period and may carry over up to a maximum of 1008 hours.

Regular part-time employees whose position is designated to work at least 20 hours per week accrue sick leave on a pro-rata basis. Regular part-time employees working an average of less than 20 hours per week, P.R.N., and similar classes of employees do not accrue sick leave.

While on authorized sick leave with pay, an employee continues to accrue annual and sick leave benefits. If an employee is on authorized sick leave without pay, annual and sick leave benefits do not accrue, and the employee is responsible for payment of any authorized payroll deductions. Failure to submit prompt payment may result in termination of benefits.

Use and Approval

Sick leave may be used for personal or an immediate family member's (spouse, child, or parent including children in the care of a legal guardian) illnesses, medical appointments, and like purposes provided the employee's presence is required. Management reserves the right to require appropriate certification or confirmation that the employee's presence is in fact required.

In the case of FMLA leave, that requirement is automatically met when the physician's certification is submitted. For information about requesting FMLA, see the Family and Medical Leave Act (FMLA) section of this handbook or contact the Human Resources Department.

Unless department policy dictates otherwise, in the event an employee cannot attend work due to illness, injury or emergency, the employee must notify their supervisor as soon as possible and, except under extreme circumstances, one (1) hour before the scheduled start time. Unless the employee is on an approved and excused leave of absence, this notification shall be made daily to the supervisor if the absence exceeds one day.

Annual leave may be used in lieu of sick leave at the employee's request. Unpaid leave will be granted only when all available paid leave is exhausted.

Notification to supervisor

An employee who is ill must advise his/her immediate supervisor as soon as possible and no later than one hour before the start of the work shift. Employees in law enforcement, emergency services, security, solid waste, and other departments that operate around the clock must follow procedures set up by their department heads. In case of extended illness, the employee is responsible for keeping his/her supervisor informed of his/her progress.

For twelve (12) hour and twenty-four (24) hour shift employees, the employee's supervisor may at any time request a doctor's statement before excusing the absence. For regular eight (8) hour employees, an employee must provide a doctor's statement for sick leave absences after three (3) consecutive days of sick leave. Just because the County has allowed an employee to accrue sick leave does not mean that any absence will be excused and/or paid. All accrued leave usage must be requested by the employee and approved by the employee's supervisor. Excessive absences or failure to properly follow leave rules and procedures can result in disciplinary action up to and including termination. FMLA leave and other protected absences are not counted for the purposes of evaluating whether absenteeism is excessive. Under some circumstances, annual leave may be donated for use as sick leave. See the Employee Emergency Leave Transfer Bank (EELTB) section of this handbook. Sick leave is not intended to extend the employment status beyond the last date of the individual's availability to work.



Payment at Separation

Unused sick leave has no cash value and is not paid out upon termination of employment.

4.11 Partial-Day Absences

Exempt Employees:

Salaried exempt employees often must work outside of regular office hours on nights, weekends, holiday, etc. In recognition of that, the County generally permits them to take certain small increments of time off during office hours without requiring that the hours be charged against paid leave.

The general rule is: If the salaried exempt employee will be out of the office for LESS THAN FOUR HOURS during the regular work day for personal reasons, the absence normally is not charged against paid leave. If the exempt employee is absent for FOUR HOURS OR MORE during regular office hours for personal reasons, the leave must be charged to the appropriate paid leave balance.

In extenuating circumstances, the appropriate supervisor may make an exception to the general rule to permit additional partial day absences of four or more hours without charging leave to offset an inordinately high number of work hours, such as after a storm or completion of a large project.

This leave practice is a courtesy and not a right. If any employee has abused the privilege or where otherwise appropriate, a supervisor may impose a requirement that all leave be charged to paid leave balances.

Non-exempt Employees:

All additional work hours for non-exempt employees result in additional pay. All leave hours are charged against paid leave balances.

4.12 Disability Leave (DL)

The Disability Leave account is established for employees to use in the case of a debilitating injury or physical/mental illness. Regular employees may not use this account until accrued hours in their Sick Leave and PLT account have been used down to eighty hours. A maximum of three hundred and sixty hours may be retained in the DL account. The employee must present a doctor's certificate verifying the disability or illness in order to use this account.

When an employee has consecutive days off due to a debilitating injury or illness which has been certified by a doctor, and time off extends past the allowable limits of withdrawal for Sick Leave and PLT, the County reserves the right to request a second medical opinion from a doctor who is qualified to render it.

4.13 Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off up to five (5) workdays to assist in attending to obligations and commitments. The employee shall be allowed up to five (5) days for each occurrence of loss with no annual limit to instances of Bereavement Leave in any given year.



For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild or any other relation required by applicable law, including step-family. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Beaufort County may require verification of death.

4.14 Jury Duty

Beaufort County realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

A regular employee may receive leave with pay for up to ten (10) calendar days per calendar year when the employee is subpoenaed to serve on jury duty and the hours of jury duty conflict with the hours of their County work. If the jury duty extends beyond the ten working days, the employee may use personal leave, if available. If not available, then the employee will be placed on leave of absence without pay.

A copy of the subpoena must be submitted to the department director and forwarded to the Human Resources Department within five (5) working days prior to the actual day of duty. When an employee is excused from service on a jury during working hours, he shall report for duty at his regular place of work if within reasonable commuting distance, or he shall be charged PLT for time excused. If an employee is excused from jury because of illness, sick leave or PLT should be charged in accordance with policy. Employees are entitled to all fees received as a juror.

4.15 Voting Leave

Beaufort County employees may be granted one hour administrative leave with pay, preferably between the hours of 8:00 a.m. and 9:00 a.m., or 4:00 p.m. and 5:00 p.m., for the purpose of voting in any general, primary, County or city election. However, scheduling the administrative leave to vote is at the discretion of the Department Director.

4.16 Military Leave

All regular employees who are members of the South Carolina National Guard or any reserve unit of the United States Armed Forces are entitled to military leave for training or deployment in accordance with state and federal law.

Employees are eligible for up to 15 days (shifts) of military pay for training per year (October - September). For emergency deployments such as those required per operation "Enduring Freedom", an additional 30 days (shifts) will be paid.



An employee going on military leave should present a copy of his/her orders to his Department Director within three (3) days of receiving them. The orders must accompany the application for leave to the Human Resources Department for documentation purposes. For extended leave, employees must contact Human Resources prior to deployment for important benefit information.

4.17 Administrative Leave with Pay

Administrative Leave with Pay may be granted when an employee is denied the opportunity to work, or is directed to not report for work, at the direction of the County Administrator for reasons other than employee discipline. Under no circumstances should employees receive administrative leave with pay without prior written approval from the County Administrator or designee, or unless in accordance with another policy, i.e. Voting Leave.

Administrative Leave with Pay is only intended to make an employee's work-week whole and shall not result in overtime.

4.18 Family Medical Leave Act (FMLA)

FMLA applies only to employees who have been employed twelve (12) months or longer and who have worked one thousand two-hundred fifty (1,250) hours or more in the preceding 12 months, both prior to commencement of leave. Beaufort County uses a rolling year method to determine FMLA eligibility.

General

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on FMLA leave status without application.

Reason for Leave of Absence

1. Medical and Family Leave - An eligible employee may be entitled to a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his job; if the employee's spouse, child, or parent has a serious health condition and the employee must be absent from work in order to care for that relative; or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end twelve (12) months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.
2. Military Caregiver Leave - An eligible employee whose spouse, parent, child, or next-of-kin is a covered service member or covered veteran of the Armed Forces of the United States may be entitled to a leave of absence to care for the service member or veteran if he is, or was, injured while on covered active duty, including if the aggravates an existing injury.
3. Qualifying Military Exigency Leave - An eligible employee whose spouse, parent, or child is a member of the regular Armed Forces of the United States and is on active duty or called to active duty on a foreign deployment, or who is a member of the National Guard or Reserves and is on or called to qualifying active duty in federal service may be entitled to a leave of absence due to one or more qualifying exigencies



arising out of the active duty or call to active duty. Qualifying exigencies are: (1) Short-notice deployment (i.e., notice of 7 days or less); (2) Military events and related activities; (3) Childcare and school activities (regular or routine childcare by the employee does not count); (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; (8) Parental care (regular or routine parental care by the employee does not count); and (9) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Proof of need for leave of absence may be required regardless of the type of leave taken.

Under the FMLA, a "serious health condition" (SHC) is an illness, injury, impairment, or physical or mental condition that involves either of the following:

- Inpatient care in a hospital, hospice, or residential medical care facility.
 - Inpatient care requires an overnight stay at a hospital, hospice, or residential medical care facility. In addition to the actual overnight stay, inpatient care also includes any period of incapacity in connection with the inpatient care.
 - The term "incapacity" means inability to work, attend school or perform other regular daily activities because of the SHC, treatment for the SHC or recovery from the SHC.
 - An employee may also take FMLA leave for any subsequent treatments related to the inpatient care, such as follow-up doctor visits or physical therapy.

Continuing Treatment by a Health Care Provider

The FMLA regulations include five categories of continuing treatment.

1. The first category of continuing treatment is for "incapacity and treatment." This is defined as a period of incapacity of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition that also involves either of the following:
 - Treatment two or more times by a health care provider, by a nurse or by a physician's assistant under direct supervision of a health care provider, or by a provider of health care services (a physical therapist, for example).
 - Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider. A "regimen of continuing treatment" may include, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate a serious health condition. A "regimen of continuing treatment" does not include taking over-the-counter medications (such as aspirin or antihistamines), bed rest, drinking fluids, exercising or similar activities that can be initiated without a visit to a health care provider.
2. Any period of incapacity due to pregnancy and prenatal care.
3. Any period of incapacity, or treatment for such incapacity, due to a chronic condition. A chronic condition is a condition that meets all the following conditions:
 - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider.
 - Continues over an extended period of time (including recurring episodes of a single underlying condition).
 - May cause an episodic (rather than a continuing) period of incapacity.
4. Any period of permanent or long-term incapacity for which treatment may not be effective.
5. Continuing treatment under the FMLA is any period of absence to receive multiple treatments by a health care provider, by a provider of health care services or on referral by a health care provider for either of the following:
 - Restorative surgery after an accident or other injury.



- A condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy or radiation for cancer, physical therapy for severe arthritis and dialysis for kidney disease).

Some, although very few, conditions are explicitly excluded by the FMLA regulations from recognition as serious health conditions:

- Conditions for which cosmetic treatments are administered (e.g., acne or plastic surgery unrelated to an injury or illness).
- The common cold, the flu, earaches, upset stomach, minor ulcers, headaches (other than migraine), routine dental or orthodontia problems and periodontal disease—unless complications arise that lead to a temporary incapacity of more than three consecutive calendar days.

Please reach out to the Human Resources Department for further explanation regarding the FMLA regulations.

Length of Leave

- **Medical and Family Leave** - An eligible employee may take the equivalent of a total of 12 work weeks of leave during any 12 consecutive months for his own serious health condition, that of a parent, spouse or child, or to care for a newly born or newly received child. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.
- **Military Caregiver Leave** - Leave to care for an injured service member or covered veteran may be taken for up to 26 work weeks in a single 12-month period. Any leave taken by the employee for any other FMLA-qualifying reason will count against the 26 weeks of leave permitted to care for an injured service member.
- **Qualifying Military Exigency Leave** - Leave taken because of a qualifying exigency is available for up to 12 work weeks in any 12 consecutive months. Leave taken because of a short notice deployment is limited 7 days from the date of notice, and leave taken to be with the service member during periods of rest and recuperation are limited to 5 days per period of rest and recuperation. Leave taken to attend post-deployment activities must be taken within 90 days of the end of active duty service.

Coordination of Leave and Paid Time Off

An employee who must be absent for an FMLA qualifying reason will be paid for time lost from work from accrued paid time off balances, if any. Leave taken under this policy counts towards the employee's 12 weeks of leave (or 26 weeks, where appropriate) regardless of whether all or part of the employee's leave is paid.

Effect of Leave on Accrual of Fringe Benefits

1. **Health benefit plan** - Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages.
2. **Accrual of paid leave** - Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

Employee Responsibility



Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal procedure for reporting an absence. Employees may not engage in side employment or work for another employer without the express written permission of County Administrator.

Termination of Leave of Absence

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs first.

Reinstatement

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to his former position or to a position equivalent to his former position. The employee must demonstrate that he is fit for duty and must give reasonable notice of intent to return to work.

Extension of Leave Without Benefits

An employee who is unable to perform the duties of his position due to his own disability and who has exhausted his entitlement to leave under the Family and Medical Leave Act by taking 12 consecutive weeks of leave may, in the discretion of the County Administrator, upon written application, be granted up to an additional 12 weeks of leave. This additional leave of absence does not entitle the employee to reinstatement or to payment of any portion of his health benefit plan premiums. If the employee is able to return to work prior to the exhaustion of his extended leave, he may be returned to his previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which he is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, he may be continued on extended leave of absence status until he is returned to active-duty status or his extended leave of absence expires, whichever occurs sooner.

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for an extended leave of absence for personal reasons. Such extended leaves are granted only at the discretion of the County Administrator.

Separation of Employment

An employee's employment may terminate if he does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence. This does not affect the employee's ability to reapply for a position at a later time.

Further, employees with circumstances that warrant special consideration should bring those circumstances to the attention of management.

Special Situations

1. Spouses - When both a husband and a wife are employed, their combined right to a leave of absence because of the birth or placement of a child, or to care for a newly born or placed child or to care for a parent with a serious health condition is 12 weeks in a 12 month period, or 26 weeks in a single 12 month period to care for an injured service member or covered veteran.



2. Key Employees (salaried employee in highest paid 10% of all employees) - Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

Notice of Rights

Federal law requires that we provide you with the notice of your rights that appears in **Appendix A.5**.

4.19 Paid Parental Leave

Paid Parental Leave is a paid benefit that provides Beaufort County employees up to six (6) weeks of pay at their base rate. This benefit is to support parents as they expand their family and to provide support as they assist children in transition. This leave is provided to support parents as they bond and provide care for a newborn child, newly adopted child, or newly placed foster child. Paid Leave Time will continue to accrue, and any elected benefits will continue with the customary payroll deductions during the period of Paid Parental Leave. The leave described herein shall hereinafter be referenced as "Parental Leave".

Parent Defined. For purposes of Parental Leave, a parent is defined as any individual who has become the legal guardian of a minor child via birth, adoption, or fostering of a child in their household.

Foster Care Defined. For the purposes of Parental Leave, Foster Care is defined as a new, temporary living arrangement in the employee's home for a minor child provided through a state-certified Foster Care program. Placement in the employee's home is made by or with the agreement of the State, and involves a minor child who is in the legal or physical custody and care of the State.

Eligibility

Employees eligible for Parental Leave are those in budgeted positions, and those who in accordance with the Beaufort County Ordinances and Beaufort County Employee Handbook receive all other Beaufort County employee benefits. Temporary and part-time employees are specifically not eligible for Parental Leave. Employees of elected officials and employees in other classifications designated as "at-will" are also eligible for Parental Leave. Parental Leave shall only be available to an eligible employee after 180 consecutive calendar days of employment.

If both parents to a child are employed by Beaufort County, then each parent may receive six (6) weeks as provided for by Parental Leave.

Approval

Employee shall provide written notification to their supervisor and submit a request for Parental Leave no later than thirty (30) calendar days prior to the period of Parental Leave beginning. Employees must notify Human Resources for the request of the Family Medical Leave packet at least thirty (30) calendar days prior to the anticipated date of the leave, if possible.

An exception to the required notification period as set forth in this Section may be made for emergency situations only, which shall be reviewed and determined on a case by cases basis by the Human Resources Director.



Employees shall be required to furnish applicable documentation certifying that the request to use Parental Leave is for the purpose of providing care for or bonding with a child. Such documentation may include, but is not limited to, the following:

| Event | Acceptable Documentation |
|-------------|---|
| Adoption | <ul style="list-style-type: none"> • Adoption Order • Proof of Placement |
| Birth | <ul style="list-style-type: none"> • Report of Birth or copy of Birth Certificate • Custody Order • Proof of Placement |
| Foster Care | <ul style="list-style-type: none"> • Placement Agreement • Custody Order |

Documents provided by employee must show the employee's name as the parent or legal guardian, and date of birth or date of placement of the minor child.

Use

Parental Leave shall not be used prior to a qualifying event, and must be taken within the first six (6) weeks following birth, adoption, or foster care placement. Eligible employees may receive up to a maximum period not to exceed six (6) calendar weeks in a twelve (12) month period ("Paid Leave Period").

The Paid Leave Period may be split between two (2) separate events in a twelve (12) month period. For purposes of this section, an event is defined as any single occurrence where birth, adoption, or fostering of a newborn or child under the age of eighteen (18) is placed in the employee's household. All other requirements of the Parental Leave policy remain in effect.

The birth, adoption, or foster care placement of multiple children that is part of the same event does not increase the length of Parental Leave granted (e.g., birth of twins, adoption or Foster Care placement of more than one baby or child). The amount of Parental Leave taken for the new Foster Care placement of a child cannot exceed the duration of the placement.

While on Parental Leave, employees shall not engage in any work activity for compensation, including job-related training, nor shall an employee perform service for the County for compensation in any other capacity. Engaging in a work activity or employment for compensation while on Parental Leave will be deemed an interruption of paid parental leave and any remaining Parental leave approved for that event will be forfeited.

Parental Leave runs concurrently with Family and Medical Leave Act (FMLA), as applicable. Employees using Parental Leave are afforded the remaining job protection under FMLA for an absence up to a total of twelve (12) weeks. An employee who exhausts all available FMLA entitlements for a different reason will still be eligible for the Parental Leave benefit.

Conditions of Repayment of Paid Parental Leave

If the Human Resources Director determines that an employee has abused or falsified information, or was otherwise not eligible for leave, the employee will be required to repay any leave previously approved and will be subject to disciplinary action up to and including termination of employment.

Unused Parental Leave



Parental Leave shall not accrue and may not be donated to another Beaufort County employee. Unused Parental Leave has no cash value and is not reimbursable upon termination of employment.

4.20 Physical Disability and Personal Leave

(Applies to employees whose reasons for leave are not covered by the Family and Medical Leave Act.)

An employee who has completed his/her initial probation (and any extension thereof) is eligible to apply for a leave of absence for up to three months when unable to work because of sickness, pregnancy or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Personal leave is granted only at the discretion of the County Administrator upon recommendation by the employee's department head and the Human Resources Director.

Employees are requested to apply for leave of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.

Physical disability leaves begin on the first day of absence. Employees not covered by FMLA will be responsible for the full cost of their insurance benefits.

After the employee has exhausted his paid leave time, sick leave and/or disability leave, as a general rule an employee on leave of absence is not entitled to wages or fringe benefits and does not accrue fringe benefits. Certain exceptions may be established by law. Employees approved for this leave are responsible for payment of the full cost of any benefits and do not generally have job protection except where required by law.

Employees on leave of absence may not engage in other employment*.

Employees desiring to return to work from an unpaid leave of absence should notify the Human Resources Director in writing at least ten (10) days prior to their desired date of return. If the County finds that the employee is fit to resume his duties, the employee may be placed in his former job if a vacancy exists which is to be filled. If no such vacancy exists, the employee may be placed in any job in which there is a vacancy which is to be filled and for which he is qualified. If no such vacancy exists at the time the employee desires to return to work, or by the end of the 3-month leave of absence, employment is subject to termination. This action does not affect the employee's eligibility to be considered for hire as a new employee at some future time.

*Employees with circumstances that warrant special consideration should bring those circumstances to the attention of management.

4.21 Workers Compensation

Employees must report all work-related accidents and injuries immediately to his/her supervisor. Beaufort County provides Workers Compensation Insurance to provide medical benefits and/or compensation (indemnity) benefits for a covered worker who sustains a disabling injury as a result from an accident arising out of and in the course of employment. See **Worker's Compensation Policy Appendix A-7** for the complete policy.

4.22 Education Leave Policy



All regular employees are encouraged to take advantage of educational and vocational courses which will help improve their current positions and better prepare them for promotion to related and higher-level positions in County service. County Administrator approval is required prior to unpaid educational leave and may be granted when it is in the best interest of the County and when it will not cause undue disruption or hardship in the department.

Employees may also be granted leave with pay to attend seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

Virtual participation, when applicable, is encouraged for out-of-town attendance in continuing education courses, seminars, etc.

4.23 Recertification Reimbursement

Beaufort County will reimburse employees for recertifications required to maintain specific job-related functions. This reimbursement should be paid for by the Department's Training and Education budget line item. Employees are required to inform their supervisors at least six (6) months prior to their certification expiring.

4.24 Employee Emergency Leave Transfer Bank (EELTB)

County employees who have experienced a personal or immediate family medical or other hardship emergency situation may share in the employee leave bank if the employee meets eligibility requirements. The emergency must necessitate the employee's absence for a prolonged period of time and be anticipated to result in a substantial loss of income due to the unavailability of adequate paid leave time and/or sick leave time.

See **Appendix A-8** for a complete copy of the EELTB policy.

4.25 Benefits Overview

In addition to good working conditions and competitive pay, it is Beaufort County's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include paid time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Beaufort County provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the



terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Beaufort County (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While Beaufort County intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resources Department.

4.26 Insurance Programs

The County offers a comprehensive benefits package to serve as your foundation for good health, peace of mind and financial security. Unless specifically noted, each benefit is available only to regular full-time employees. Certain benefits such as medical, dental and vision are available to employees who average 30 or more hours per week. The County anticipates that its benefit programs will be offered on a continuing basis but it reserves the right to modify or terminate any program at any time as its needs change, subject to applicable law.

Since the specific details of any benefit plan depend upon the insurance carrier, plan design, and governmental regulations, all benefits are subject to change at any time. This Employee Handbook should only be looked to as a general statement regarding what benefits are offered at the time it was published. Further, this Employee Handbook should not be relied upon for determining the requirements for enrollment, for making changes in coverage or similar issues. You should refer to the specific plan policy or handbook issued for each benefit to determine plan details.

The employee portion of your premiums for coverage you elect will be deducted from your pay. In the event of unpaid leave, you will be given the option to either pay all amounts due in a lump sum before the leave or to make monthly payments to cover required premiums during the leave. In the event that any premium should go into arrears, the County has the right to deduct them from future paychecks or other balances. By enrolling in any of the County's benefit programs, you are expressly authorizing the County to make these premium deductions.

Medical and Dental Insurance

All regular full-time employees and employees who average 30 or more hours per week are eligible to participate in the County's medical plan only on the first day of the calendar month on or following the employee's date of hire. Part-time or temporary employees who transfer to a full-time position will be eligible on the first day of the calendar month on or following the date on which they begin work in the full-time position. Within 30 days of the employee's date of hire or transfer to an eligible position, the employee must complete the appropriate enrollment forms and provide any additional information that may be required by Human Resources.

If you elect plan coverage, your cost for this coverage will be deducted from each paycheck. The coverage you elect including covered dependents will remain the same throughout the plan year. Employees can update coverage once a year during the Annual Open Enrollment Period. Otherwise, changes may only be made during the plan year due to a "qualifying event". Examples of special enrollment events include a marriage, the birth of a child, a spouse's loss of employment, or similar events that cause coverage needs to change.



Any changes, additions, or deletions to the employee's coverage due to a qualifying life event must be reported in writing by the employee on a plan-approved enrollment form and must include appropriate supporting documentation. The health insurance enrollment form and supporting documentation must be received by Human Resources within 31 days of the special enrollment event. Note that changes in coverage may be subject to evidence of eligibility/insurability and that the County reserves the right to require the necessary documentation to verify that the employee's dependents are eligible for coverage. Failure to provide appropriate documents within the above stated deadlines may result in denial of coverage. Further information and details are included on the intranet and in the current edition of the Benefits Guide and any amendments issued thereto. An employee may access this information on the intranet or contact Human Resources to request information. In case of a conflict between this Employee Handbook and any formal plan summary or documents, the plan documents will govern.

Section 125 Plan

This plan offers a tax-sheltered means for employees to pay premiums for medical, dental insurance, and vision. Your medical, dental and vision premiums will be deducted from your gross pay prior to taxes being deducted thus reducing the amount of federal and state income taxes and FICA (Social Security) contributions you are required to pay.

Flexible Spending Accounts

Flexible Spending Accounts (FSAs) are a tax-saving way to pay health care and dependent care expenses that you would typically pay out-of-pocket. Expenses such as deductibles, copayments, coinsurance, prescriptions, dental procedures and eyeglasses can quickly add up, and dependent or elder care expenses can add up even more. The FSAs let you pay these expenses with pretax dollars.

To enroll, you must decide how much to contribute to either or both accounts for the plan year. You may contribute to the Health Care FSA and/or a Dependent Care FSA subject to certain rules. Each account functions separately. For the most current guidelines, please refer to your benefits guide or the intranet page. Please refer to the federal regulations for more details. Once you enroll, you cannot change your contribution amounts during the plan year unless you have a qualified work or family status change.

Contributions are deducted from your pretax pay in equal amounts during the year. This means you save money, as contributions are not subject to Social Security tax, federal income tax or state income tax.

When you have an eligible expense, you submit a claim for reimbursement from the appropriate account. You can use the Health Care FSA to pay for eligible expenses for yourself and your dependents.

Health Care FSA and Dependent Care FSA enrollments are only valid for one year and must be reenrolled during the Annual Open Enrollment Period in order to continue. Your account(s) will not automatically renew each year.

4.27 Retirement Plan

Beaufort County is a participant in the State of South Carolina Public Employment Benefit Authority (PEBA) retirement plans. As such, eligible employees are participants in the PEBA retirement plan applicable to their vocation. Details of these plans are found in the compensation and benefits guide published annually by Human Resources.



4.28 Long-Term Disability Benefits

Full-time employees are automatically enrolled in the long-term disability program and become eligible for disability benefits after one hundred and eighty (180) calendar days of continuous **unpaid leave** due to sickness or accident disability according to the provisions of the plan.

4.29 Employee Assistance Program

Employees of Beaufort County and their family members are eligible to utilize the Employee Assistance Program. The EAP provides counseling in both individual and group settings to assist employees or their family members with personal problems that may be affecting the employee's job performance or just life in general. The EAP can help with personal problems such as drug or alcohol abuse, marital issues, financial problems and many others. Contact with the EAP is held strictly confidential and not reported to the County in any manner whatsoever except in the case of a mandatory referral by management as explained below.

The County reserves the right to require employees through a "management referral" to attend the EAP as a condition of their continued employment. In such cases, the EAP will report the employee's progress to Human Resources. If a management-referred employee fails to complete the program or to comply with the instructions of the EAP counselor, further disciplinary action up to and including discharge may be taken.

4.30 County Emergency Disaster Policy, Pay and Procedures

The Emergency Disaster Policy is provided as guidance to members of the Emergency Operations Team as well as other employees who may be affected by area emergencies or disasters including floods, hurricanes, epidemics, riots, or other public calamity. The policy defines threat levels, pay policies for EOT members, etc., as well as guidelines for various readiness levels.

Please see Appendix A-9 for the complete Emergency Disaster Policy and Appendix A-10 for Pay and Attendance Policy.

APPENDIX

A-1 County Travel/Expense Policy

General Policy

Employees of the county shall be reimbursed for travel and expenses incurred in the course of their employment only when such travel has been authorized by the County Administrator, Deputy Administrator, CFO, or Division Head, as appropriate. Travel taken without prior approval may not be eligible for reimbursement.

All **out-of-state travel** must be approved by the County Administrator or its designee.

A Travel Request must be completed, approved and submitted to the Finance Department with all necessary documentation attached. A Travel Request is required for a day trip if a registration fee is required. All overnight stays require Travel Requests.



A Travel Request is NOT required for on-line or virtual training. Once attendance is approved by the department head, the registration may be paid for with a County p-card. A receipt must be obtained to submit with the monthly p-card report. If an employee does not have a p-card, the employee must obtain an invoice for the training and submit it to Finance Department, Accounts Payable, for payment to the vendor.

All Travel Requests must be followed up with a Travel Reconciliation after travel is completed.

Travel Request must include organization number (department) to be charged. XXXXXXXX-51320.

Indicate method of travel (personal vehicle, car pool, county vehicle, etc...). A county vehicle should be used if possible. Personal mileage will be reimbursed at the current IRS rates at the time of travel.

Travel arrangements (registration fees and hotel accommodations) may be paid for with a County p-card only after travel has been approved. Use of personal credit cards is prohibited if employee has been issued a p-card. P-cards should not be used for food purchases while traveling. If hotel charges are deemed not related to County business i.e.movies, room service, internet access, or alcohol purchases, then cardholder will be responsible for reimbursing the County within 10 days upon return from travel.

Travel Request Forms

Approved Travel Requests must be received in the Finance Department Friday, no later than 5:00 pm, to be included in the following weeks check run. Travel checks are cut once per week as part of the accounts payable run. Plan ahead to avoid late payment of registration, hotel, etc... Call Finance if you have any concerns about the date your check will be cut.

Registration

Please spell out the entire name of the organization to be paid. (Example, SCSCJA- South Carolina Summary Court Judges Association). Always attach conference schedule/itinerary, and any other backup information pertaining to the requested travel. Please provide mailing address and indicate if registration fee is to be mailed or hand delivered by employee. If registration has been paid using p-card, it is imperative that this is noted on the Travel Request so that a check is not sent.

Lodging

Lodging expenses will be prepaid in full by County check to the applicable hotel/ motel listed on the Travel Request. A correct address and confirmation number are required. If a p-card is used for lodging, report the amount charged on the Travel Request form and indicate that the p-card was used so that a County check will not be sent. A copy of the hotel receipt will be required as a part of the reconciliation process. It will also be needed for the p-card monthly report.

When a double or higher occupancy rate is charged, only the covered traveler's lodging costs will be reimbursed.

Per Diem

For overnight trips, per diem is either paid in advance or upon return. If paid in advance, the proper Travel Request Form must be submitted to Finance. Meal receipts are NOT required to be turned in with employee's Travel



Reconciliation form upon return. Per Diem will be paid according to the rates herein, and all meals included in the registration agenda will be exempt from per diem allowance. Include estimated time of departure and return on your Travel Request form if asking for an advance. Employees are entitled to reimbursement for breakfast expense if they depart prior to 6:30 a.m. and for dinner expense if they return home later than 7:30 p.m. This entitlement is based on the premise that early departure and late return times as provided above are out of necessity and not at the discretion or convenience of the employee.

For day trips, reimbursement for out of pocket meal expenses will be reimbursed upon submission of a properly completed Travel Expense/Reconciliation Report. If a Travel Request is not required (no registration fee or overnight stay), then meal reimbursements will be made after receipt of a completed Travel Expense/Reconciliation Report. Itemized receipt(s) for meals and detailed reasons for the meal(s) (who, what, when, why, where) are required. Reimbursements for meals will be made for the actual amounts expended, up to the maximum per diem allowance stated herein.

If a check is being printed for reimbursement (opposed to EFT payment to employee's bank account), please specify if the check is to be mailed, sent inter-office, or held for pickup.

If per diem is issued (advanced) to an employee who can no longer attend training, please return the check to Finance. Do not allow employee to cash the check and give money to another employee taking who will be taking their place. A new check will be issued to the employee who will be attending. If the check has already been cashed, please forward to Finance a check from employee made payable to the Beaufort County Treasurer for the per diem amount paid to them immediately. Also, employees are REQUIRED to attend conference or training sessions which justify said travel and expenses. Abuse of this travel policy could result in disciplinary action. All travel reimbursement forms and all receipts are to be submitted to the Finance Department within five (5) working days from the date of return of said travel.

Mileage

Employees should seek the use of a County vehicle for all travel first; however, if such vehicle is unavailable, employees may use their personal vehicles for travel/training. Reimbursement will be made at the approved IRS rate at the time of travel, calculated from either the employee’s home or office address, whichever is CLOSER to the meeting or conference destination. Mileage may be verified by Finance through tools available on the internet or otherwise (MapQuest, GoogleMaps, etc.)

| | |
|-----------|--------------------------------------|
| Breakfast | \$12.00 |
| Lunch | \$17.00 |
| Dinner | \$26.00 *Replaces the gsa.gov method |
| Total | \$55.00 |

A detailed hotel receipt, however, is ALWAYS required. Reimbursement will be made at the rates outlined above less any meals provided by the organization/facility during training. Meals which are INCLUDED in the registration/training fees are NOT reimbursable, under any circumstance. For instance, if an organization provides lunch for one of the days of training in which the employee attends, and the employee chooses NOT to take advantage of the provided meal, Beaufort County will NOT provide reimbursement to the employee of any meal purchased by the employee.

Personal Mileage



County employees shall be reimbursed for mileage at the rate set by the Federal Government upon Beaufort County Council approval. Under no circumstances will mileage be prepaid for any travel. A county vehicle should be used if possible. If a county vehicle is available and not used, personal mileage will be reimbursed at half the normal rate. Car pool when possible. For example, if five employees are traveling to the same location for the same purpose and length of time, employees should car pool. Each employee should not be requesting mileage reimbursement. Only the owner of the vehicle being used shall be reimbursed mileage. Do not use the county gas card or your p-card to fuel your personal vehicle. No employee shall be reimbursed for travel between his normal work site and his home.

Miscellaneous

Use this area for additional fees, such as memberships, parking, estimated taxi costs. Internet connection for business use is reimbursable. Internet for personal use is not.

Public Transportation

The County shall pay round-trip coach fare for employees attending county-related functions. In the event that coach fare is not available on any reasonable travel schedule, the county shall pay full fare. Upon approval of Travel Request, public transportation must be purchased with a p-card if the employee has been issued one. Public transportation purchased with personal funds may be reimbursed upon presentation of appropriate documentation of purchase. For example, a printed receipt showing the charge made to a personal credit card. Airfare prices must be checked on travel sites, such as Expedia or Travelocity in order to find the best rate. Keep in mind, personal airline points have no bearing over the flight chosen. If a higher priced airline is chosen for the purpose of personal points, the employee must provide a print-out of airline prices from Expedia or Travelocity on the day their purchase was made. Reimbursement will be based on the best price available at that time.

If taxi expenses are incurred, the county shall reimburse the employee for actual cost of trips from airports to hotel/motel and return, as well as hotel/motel to place of function (if not the same) and return. Reimbursement will be made upon completion of a Travel Reconciliation with receipts attached. Employees may use p-card for taxi fares if employee has been issued one.

Travel Reconciliations

All Travel Requests must be followed up with a Travel Reconciliation which must be presented to the Finance Department within five working days after return. Indicate your TR (travel request) number on your Travel Reconciliation. To be reimbursed for travel expenses, the traveler must submit all required receipts and documentation. If additional expenses were incurred during travel that were not included on the original Travel Request, those expenses must be approved for reimbursement by the appropriate County Administrator, Deputy Administrator, CFO, or Division Head. When completing Travel Reconciliation form, indicate dates in which travel occurred. Record registration fees under miscellaneous expenses. If payment was made with county p-card, please note on Travel Reconciliation.

Mileage Reimbursement

Mileage reimbursement is subject to Finance Department verification. MapQuest inquiries may be used for verification purposes. Any additional mileage should be noted or explained. Mileage occurring for daily travel to and from various county duties must be reported separately from mileage pertaining to a Travel Request.

Lost Receipts



In cases where receipts cannot be obtained or have been lost, a Missing Receipt Statement may be attached to the Travel Reconciliation form with the reason given. In the absence of a satisfactory explanation, the amount involved may not be allowed.

A-2 Drug and Alcohol Policy

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Beaufort County property, and to ensure efficient operations, Beaufort County has adopted a policy and complies with the Drug-Free Workplace Act of 1988 of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who do work for Beaufort County.

The policy prohibits being in possession or under the influence of any illegal drug or unauthorized controlled substance while working and/or on County premises or in County vehicles.

All employees of the County are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, CBD Oil or any other product that contains THC, etc.). Further, this prohibition applies to the misuse, abuse or any unlawful use or possession of otherwise legal drugs. This prohibition applies to use at any time, both on the job and off the job. County employees are permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

All employees of the County are prohibited from using or possessing alcoholic beverages on County premises or time. (The term "County premises or time" includes: County vehicles and private vehicles on County premises; parking lots and recreation areas; and any circumstances in which an employee is representing the County, such as attending off-premises business meetings or conferences. Employees are not prohibited, however, from having unopened containers of alcoholic beverages in their personal vehicles.) The County Administrator may approve moderate alcohol use at designated social or business functions.

All employees of the County are prohibited from reporting to or being at work while under the influence of alcohol. (An employee is considered to be "under the influence of alcohol" if he has any detectable amount of alcohol in his system). An employee taking prescribed medication which might affect their ability to perform their job is required to advise their supervisor. The County will determine whether the employee may continue to work. Employees may be required to submit to a drug screen.

These prohibitions also apply to leased employees and contractors employed by the County or working on County property.

The County reserves the right to test employees it reasonably suspects to be in violation of this policy. Refusal to submit to a drug screening test may result in termination of employment.

Applicants for Employment

Applicants tentatively selected for employment must undergo a pre-employment drug test. The County does not hire applicants tentatively selected for employment who refuse to submit to a drug test or who test positive for use of illegal or unauthorized substances or the illegal use of authorized substances. An applicant who is rejected under this policy may not be considered for future vacancies within one year of a failed drug screening, or until the applicant can demonstrate that they are no longer a user of any such substances. For example, the applicant



may successfully complete a drug abuse treatment program and pass a more thorough drug test conducted at the applicant's expense. (This may include participation in and successful completion of a rehabilitation program as well as a negative drug test result on a more thorough drug test).

Current Employees

All County employees are subject to drug testing by urinalysis where "particularized suspicion" of drug use in violation of this policy exists or under other lawful conditions.

Particularized suspicion for drug testing is deemed to exist when:

1. Information that an employee has used drugs or substances in violation of this policy is provided by a reliable informant.
2. An accident occurs. "Accident" is defined as an incident involving a fatality and/or causing personal injury and/or involving property damage. Exceptions to this requirement are accidents in which the employee is deemed not at fault by law enforcement authorities responding to the accident scene. Department of Transportation (DOT) regulated employees (CDL Drivers) are subject to special rules for post-accident testing and will be tested following an accident in accordance with DOT regulations.
3. An employee exhibits extreme mood swings; slurred speech; unusual clumsiness; staggering; dilation of pupils; sleeping on the job or lethargy; excessive unexplained sweating; or other aberrational behavior.
4. Employees are also subject to testing when they have been arrested for or convicted of a violation of drug laws; or when an employee has tested positive for drugs or otherwise violated this policy within the past five years.

All County employees are subject to alcohol testing where "particularized suspicion" of alcohol use in violation of this policy exists.

Particularized suspicion for alcohol testing is deemed to exist when:

1. Information that an employee has used or possessed alcohol in violation of this policy is provided by a reliable informant;
2. An accident occurs. "Accident" is defined as an incident involving a fatality and/or causing personal injury and/or involving property damage. Exceptions to this requirement are accidents in which the employee is deemed not at fault by law enforcement authorities responding to the accident scene. Department of Transportation (DOT) regulated employees (CDL Drivers) are subject to special rules for post-accident testing and will be tested following an accident in accordance with DOT regulations.
3. An employee exhibits behavior consistent with alcohol use such as, but not limited to, erratic behavior (mood swings, slurred speech, staggering, bloodshot eyes, sleeping on the job or lethargy, excessive unexplained sweating, etc.); the apparent odor of an alcoholic beverage on an employee's breath; or other aberrational behavior such as but not limited to excessive absenteeism or tardiness, significant deterioration in job performance, repeated errors or rules, violations, etc.
4. An employee has admitted to violating the County's alcohol policy;
5. An employee is arrested for or convicted of an alcohol related offense;
6. An employee has tested positive for alcohol in violation of this policy, or otherwise violated this policy, within the past five years.

Particularized suspicion testing is conducted upon the approval of the County Administrator or his designee.



All sworn law enforcement officers, fire suppression personnel, employees who are required by their jobs to possess a Commercial Driver's License or employees whose jobs the County regards as "safety-sensitive" are subject to random testing to determine compliance with this policy. A list of safety-sensitive positions is available in Human Resources. Random selection testing is unannounced.

Employees may be tested for the use of controlled substances as part of any "fitness for duty" physical examination mandated by federal/state law or by the County, or as otherwise allowed by law.

Employees who refuse to submit to an alcohol or drug test when ordered to do so or who adulterate or substitute test samples are in violation of this policy and subject to disciplinary action, up to and including termination of employment. Refusal to test includes failure to appear for a test, failure to remain until testing is complete, failure to provide an adequate amount of urine, saliva or breath, failure to undergo a medical examination to evaluate your ability to provide an adequate urine, saliva or breath specimen, or failure to sign a required certification form.

Testing Procedure

Drug Testing:

1. Drug testing will be by urinalysis.
2. The collection of urine samples is performed under reasonable and sanitary conditions.
3. Urine is normally collected under conditions of semi-privacy - that is, a person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender. However, where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule. In addition, direct observation will be used in DOT-mandated testing for DOT-regulated employees when allowed or required by DOT regulations.
4. Urine samples are sealed, labeled, and documented in accordance with the procedure of the drug testing collector or laboratory. Tests performed pursuant to DOT regulations will follow the procedures required by those regulations. Labeling, storage, and transportation of samples are performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or sample adulteration.
5. Specimens are checked for at least the following drugs: marijuana, cocaine, opiates, amphetamines, phencyclidine and barbiturates. (Note: Tests performed pursuant to DOT regulations check for only those substances mandated by the DOT regulations).
6. Applicants and employees are provided an opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
7. Samples which initially result in a positive finding for drug use are re-tested by gas chromatography/mass spectrometry (GCMS) or an equivalent method. If the confirmatory test results in a positive finding of drug use, and is verified by the Medical Review Officer, the written report of the Medical Review Officer is conclusive for all employment-related purposes.
8. The County's Medical Review Officer normally allows an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies the County.
9. A positive-dilute result is treated as positive. A negative-dilute result will result in a retest. Absent satisfactory explanation, a second negative-dilute result may result in the test being considered adulterated. Dilute test results in DOT-mandated tests will be handled according to DOT regulations.

Alcohol Testing:



1. A non-evidential screening device may be utilized to initially determine compliance with this policy. If the screening device indicates the presence of alcohol, or if the results of the screening device are deemed questionable by the County, then a confirmatory test is conducted utilizing an EBT (evidential breath testing) device or blood test. The County uses only DOT approved non-evidential screening devices and DOT approved evidential breath testing (EBT) devices for DOT-mandated alcohol testing. The County reserves the right to utilize blood testing for non-DOT alcohol tests.
2. Employees will have an opportunity to provide any information which they consider to be relevant to the test.
3. The EBT confirmatory test is conducted by an individual properly certified to use the equipment. (In situations involving DOT regulated employees, the EBT operator should be properly certified in accordance with applicable DOT regulations).
4. A confirmatory test result generated through the use of an EBT or blood test which indicates the presence of alcohol in violation of this policy is conclusive for purposes of this policy.

Notice to Employees

The County attempts to distribute to all employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees to abide by the policy as a condition of employment.

Notice to Employer, State and Federal Grantor / Contracting Agencies and Law Enforcement Authorities

As a condition of employment, employees agree to notify the County within five (5) calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. The County will notify all state and federal grantors/contracting agencies of such employee convictions within ten days as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.

The County will notify law enforcement authorities whenever illegal drugs are found in the workplace.

Consequences of Violation

Employees who violate this policy are subject to immediate termination of employment. Except for sworn law enforcement officers, in lieu of terminating an employee, the County may, in its sole discretion, condition the continued or future employment of an employee who tests positive for or admits to the use of illegal drugs, upon the successful completion of an alcohol or drug counseling/rehabilitation program.

If the County, after considering all of the relevant circumstances, agrees to allow an employee who is found to be in violation of this policy to continue as an employee, the employee's continued employment will be subject to the following:

1. Referral of the employee for alcohol or drug abuse counseling;
2. Retesting the employee for alcohol or controlled substances before allowing the employee to return to duty;
3. Requiring the employee to authorize any rehabilitation facility to report periodically to the County during the course of treatment/counseling;
4. Placing the employee on probation for at least six months following the employee's return to duty; and



5. Requiring the employee to submit to unannounced follow-up alcohol and/or drug testing for a period of up to five years.

An employee whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program and who refuses or fails to participate in a single counseling or treatment session is in violation of this policy and subject to immediate termination of employment.

An employee whose return to duty test sample does not indicate that the employee has discontinued illegal use of drugs or indicates that the employee is in violation of this policy is subject to immediate termination of employment.

Self-Reporting of Substance Abuse Problems

Employees, other than sworn law enforcement officers, who have substance abuse problems and report them to the County before being selected for testing, and before the occurrence of an event which normally would result in testing, in the County's sole discretion may be, upon the first violation, be subject to the provisions outlined in the Consequences of Violation above, with the exception of immediate termination of employment.

An employee who admits to a violation of this policy or tests positive for drugs in violation of this policy but seeks counseling and remains an employee of the County, is subject to immediate termination of employment if they again either admit to, or is otherwise found to be in violation of this policy.

Confidentiality

Any alcohol or drug test results or information supplied by the employee and applicant as part of the County's alcohol and drug testing program are kept as confidential as possible, consistent with the purposes of this policy.

A-3 Beaufort County Computer and Information Systems Acceptable Use Policy

This policy is established to optimize the effective, efficient, and secure utilization of Beaufort County's information systems. County Council has entrusted the Information Technology and Communications Division (IT) with the responsibility of overseeing the development, deployment, installation, maintenance, service, and security of the County's information systems. IT is mandated to establish and communicate approved standards, protocols, policies, and procedures to be adhered to by County officials and employees. These measures are put in place to prevent security breaches, safeguard the County from potential liabilities, minimize business disruptions, and mitigate service failures arising from inappropriate use of computers and other information systems. Under the purview of this policy, information systems encompass equipment and software such as computers, tablets, phones, servers, hard drives, thumb drives, files, cloud storage, and any other equipment or software utilized for the collection, recording, processing, display, and transmission of information.

All software and hardware purchases must be approved by the Information Technology Department to ensure compatibility with County information systems. County employees are not authorized to install hardware or software or otherwise make changes to County electronic systems. Installation of hardware and software is to be performed by the Information Technology Department. Violation of any part of this policy may result in withdrawal of access to information systems and devices, and/or disciplinary action, up to and including termination of employment. Employees who have any questions regarding acceptable use of information systems should consult with their supervisor or contact the IT Help Desk at helpdesk@bcgov.net.



Contact Information and Technology Support

For all inquiries, technology-related questions, or requests for technology support, including reporting any issues or suspicious computing activities, please contact our dedicated support team at helpdesk@bcgov.net. Our Help Desk is here to assist you promptly with any technology-related concerns or assistance you may require. Your proactive communication with the Help Desk helps ensure the continued efficiency and security of our computing environment.

Authorized Access

Employees will receive access to the information systems essential for the performance of their specific job responsibilities. To obtain access, Department Heads and Elected Officials are responsible for granting authorization to the Information Technology department on behalf of their employees.

Additionally, Department Heads and Elected Officials shall initiate requests for information systems equipment, including but not limited to computers, mobile phones, and other necessary devices, for their office's employees. Such requests must follow the established budget and county procurement processes.

It is incumbent upon employees to exercise due diligence in the appropriate use, maintenance, and security of all systems and devices entrusted to them in accordance with this acceptable use policy. It is imperative to recognize that all information systems and devices remain the property of the County and are not considered the personal property of individual employees. Access to these systems and devices can be revoked at any time if an employee fails to adhere to the guidelines outlined in this policy.

Acceptable Use

Improper utilization of Beaufort County Information Systems may expose the County to various risks, including the introduction of malicious software, compromise of network systems and services, loss of assets, exposure of protected information, and potential legal liabilities. As such, the following activities are strictly prohibited, and engaging in these activities may result in disciplinary action, up to and including termination of employment.

Please note that this list is not exhaustive:

- Violating intellectual property rights, including but not limited to, installing, or distributing software products without appropriate licensing for use by Beaufort County.
- Unauthorized use of copyrighted material in cases where Beaufort County or the end user does not possess an active license.
- Accessing user accounts, data, or information systems for any purpose other than official County business, even with authorized access.
- Intentionally introducing malicious programs into the County network or on information systems (e.g., worms, viruses, Trojans, etc.).
- Disclosing one's account password to others or allowing another individual to use one's account.
- Deliberately causing security breaches or disruptions in network communication.
- Conducting unauthorized port scanning or security scanning unless expressly permitted.
- Intercepting data not intended for the employee's host unless such activity is part of the employee's regular job.
- Bypassing user authentication or the security measures of any information system.
- Implementing honeypots or similar technology designed to lure cyber attackers for the purpose of detecting, deflecting, or studying unauthorized access attempts.



- Using any program, script, command, or sending messages of any kind with the intent to interfere with, disable, or deny a user's access to an information system, by any means, locally or otherwise.
- Altering the operation systems (e.g., jailbreaking) of County-issued devices.
- Installing unauthorized remote desktop software (e.g., TeamViewer, Chrome Remote Desktop). (Please note that certain County employees, such as law enforcement or IT personnel, may engage in the above activities as part of their legitimate job duties, but only with authorization from the Department Head or Elected Official and the Director of Information Technology Systems.)

Public Accountability and Limited Right to Privacy

County employees are granted access to information systems and equipment to fulfill their assigned duties in the service of the public. As stewards of resources entrusted to them by the public, employees must exercise careful consideration regarding the most appropriate use of these resources. Personal use of County information systems should be minimal and should not hinder productivity or disrupt information systems access for others.

Employees should be aware that they have no expectation of privacy for any information contained on County information systems, including communications of a personal nature. The County reserves the right to view or monitor all activity conducted on County information systems. All information stored on County information systems may be subject to disclosure under the Public Information Act.

Employees are prohibited from utilizing County information systems for any of the following activities:

- Using unprofessional, abusive, profane, or offensive language.
- Expressing personal views on topics such as religion, politics, sexuality, or other unrelated personal matters.
- Using information systems to transmit fraudulent, libelous, or threatening information or engaging in activities such as discrimination, harassment, degradation, or bullying of individuals or groups.
- Using information systems to conduct personal business for financial gain.
- Using County information systems to campaign for public office.
- Using information systems to engage in criminal activities, gamble, view, download, or transmit explicit content, or participate in any activity that contravenes County policies.

Information Storage and Transmission

Information stored on local devices (e.g., hard drives or desktops) is not covered by routine backups and cannot be recovered in case of data loss. Therefore, it is essential that all County data and work-related content be stored on network drives to prevent data loss, theft, or disruptions to business operations. County data should not be saved on personal cloud storage, or any unapproved cloud storage service not explicitly authorized by IT for County business use. Departments are not permitted to establish new cloud services without prior approval from IT. Please contact the Beaufort County Help Desk at helpdesk@bcgov.net to determine a list of managed and approved software and cloud storage locations.

Sensitive and regulated data, such as Protected Health Information (PHI) and Personally Identifiable Information (PII), must be handled with the utmost care and should not be stored on computer hard drives unless the information is encrypted in compliance with Federal Information Processing Standards (FIPS) 197. Moreover, sensitive information should not be shared or transmitted to external parties outside the County network via email, fax, instant messaging, text message, or voicemail without appropriate security controls in place. These controls include encryption, recipient authentication, and proper designation as confidential or sensitive.

Email Usage



County-provided email accounts are the exclusive means for conducting Beaufort County business via email. These accounts should not be used for sending or receiving non-business-related emails. The use of third-party email services, such as Gmail or Yahoo, including the auto-forwarding of County email to external email services for County-related communication, is strictly prohibited.

Employees should incorporate a Privacy or Confidentiality Statement in any email that may contain confidential, regulated, or sensitive information. Emails containing such information, such as PHI or PII, should not be transmitted outside the organization without the implementation of appropriate security measures, as detailed in the section above.

Given the sensitivity of email communications, a new County email address will be assigned to employees when they transition to new positions outside their current departments. Please note that these email addresses are County property and are associated with the respective positions. Emails sent or received by users while conducting County business are considered Beaufort County records, and therefore, they are subject to records retention, open records, and security requirements.

Protection of County-Issued Devices

County information systems devices and equipment are the property of the County and remain distinct from the user they are assigned to. Users are accountable for the safety and security of all equipment entrusted to them. In cases of device loss, theft, or damage, an assessment of the circumstances may be conducted by Risk Management, Human Resources, IT, and the relevant department head or elected official.

Employees are encouraged to follow these fundamental best practices to ensure the protection of all County devices, including mobile devices:

- Avoid exposure to liquids and corrosive substances and store devices in stable and secure locations.
- Keep devices out of reach of children and pets and do not permit unauthorized use.
- Record the device's make and serial number, which may be necessary for filing a police report in the event of loss or theft.
- Keep mobile devices in personal possession whenever possible or store them in secure locations.
- If devices must be left in a vehicle, ensure they are locked in a trunk, glove box, or concealed from view.
- When passing a device through airport or security screening, maintain vigilant oversight during the process, and remember to retrieve the device afterward.
- Store all data, particularly sensitive information, on County network drives rather than the device's hard drive.
- Secure access to all County devices with passwords, dual authentication, Face or Touch ID, etc., and refrain from disabling or attempting to bypass these security, or antivirus protection measures.

Mobile Device Management (MDM)

All County-owned mobile devices will have Mobile Device Management (MDM) software installed to uphold compliance and manage access to County information effectively. Beaufort County's Information Technology Department will oversee the inventory, review, and management of all County-provided mobile devices. In the event of a lost, stolen, or damaged device, employees should promptly notify their supervisor and the IT Department. This notification should be accompanied by the filing of a Risk Management Incident Report. Additionally, for any lost or stolen County device, a police report must be filed.

When requesting a replacement County cell phone (whether due to damage or an upgrade), the currently assigned County cell phone must be returned to IT before the new one is provided. It is crucial to recognize that



County cell phones and their associated phone numbers are County property and are designated for official County use only. Consequently, County cell phones and phone numbers cannot be transferred when an employee leaves the County, changes departments, or transitions to a position where a cell phone is no longer required. Instead, County cell phones (along with accessories like power cords) should be returned to IT. The device will be wiped and reassigned to another County employee if appropriate.

Employees will be held responsible for the replacement cost of any lost, stolen, or damaged hardware.

Passwords and User Accounts

Unauthorized access to County information systems or the facilitation of unauthorized access by others is strictly prohibited. Any attempt to tamper with systems for unauthorized access is also prohibited.

Password requirements will be established and communicated by the IT department. These requirements will be made accessible to all employees, including new hires during their orientation. All employees are obligated to adhere to these password complexity requirements, which include the use of strong passwords, especially in cases where the system does not enforce password requirements. Compliance includes changing passwords within the stipulated timeframe and refraining from sharing passwords with anyone, including system administrators. Employees are prohibited from using their Beaufort County user id and password combination at non-Beaufort County sites.

Employees possessing local administrative privileges on County devices should be mindful of the inherent responsibilities and elevated risks associated with such privileges. These risks encompass potential data loss, the need to adhere to copyright laws, and an increased vulnerability to compromise. The granting of local administrative rights should be approached with caution.

IT will periodically review accounts that have been inactive for 21 days and may consider disabling them. Accounts that remain inactive for 90 days will be disabled by IT. Additionally, when using an account, if a session is idle for more than 15 minutes due to inactivity, users will be prompted to re-authenticate.

Restrictions and Limitations on County Information Systems Usage

To maintain the proper use of County information systems, employees should be aware of the following constraints and regulations:

- **Bring Your Own Device (BYOD)**
 - Personal Owned Devices (PODs) such as personal computers, smartphones, tablets, or USB drives are not permitted on the County network unless expressly approved by the IT Department, Department Director, and ACA.
- **Personal Mobile Device Use**
 - County employees may request permission to use their personal mobile devices (e.g., mobile phones) to access the County's primary wireless network, County email, or interact with County equipment.
 - To ensure compliance with access to County information systems, Mobile Device Management (MDM) software will be installed on the device. Compliance with software requirements specified by the IT Department is mandatory for access.
 - MDM software allows the IT Department to remove County information from a personal mobile device, when necessary, without affecting the employee's personal data and applications.

Lost or Stolen Mobile Devices



In the event of a lost or stolen personally owned mobile device, employees must promptly notify their supervisor and the Information Technology service desk to safeguard County information systems. Upon separation from County employment, all County data will be remotely removed from the mobile device. Personal data and applications on the device will remain unaffected.

Access to County Guest Wireless Network

Personal Owned Devices can access the County guest wireless network, which is subject to monitoring and inspection. Unauthorized activities, data breaches, viruses, or threats to County security may result in denial of access to the guest network. Connecting devices like iPads, tablets, mobile phones, or cameras to the County network infrastructure without proper approval is strictly prohibited, as these devices can introduce unnecessary risks to County systems and data.

Internet of Things (IoT) Devices

Use of IoT devices (e.g., Google Nest, Alexa devices) on the County network requires prior approval from IT.

Removable Media

Personally owned removable media devices, including thumb drives, SD cards, cameras, mobile phones, PDAs, and removable hard drives, are not allowed on the County network unless explicitly approved by County IT. These devices must comply with County security policies. Any unapproved, non-compliant, or potentially threatening devices will be barred from connecting to County devices or the network.

County Virtual Private Network (VPN)

County VPN services are exclusively intended for use on County devices and are not to be used on personal or non-County devices. Access to County VPN will be exclusively granted by the Beaufort County Information Technology Systems Department. The IT Department will annually specify a certified training course that employees and officials are required to complete by a designated deadline. Non-compliance with the training requirement may result in denial of access to County information systems and potential disciplinary action, including termination. Employees seeking clarification regarding the training should contact their supervisor or the Information Technology Help Desk.

Multi-Factor Authentication (MFA)

When attempting to access county resources such as email, network services, and storage from locations that are not under the direct management of the county, the implementation of Multi-Factor Authentication (MFA) is a critical security measure. MFA adds an extra layer of protection by requiring users to provide multiple forms of verification, typically something they know (e.g., a password) and something they have (e.g., a smartphone app or a security token), to authenticate their identity. This robust authentication process significantly enhances the security of county data and systems, particularly when users are accessing them from remote or non-traditional settings.

Separation of Employment

Upon separation of employment with the County, regardless of the reason, an employee's access to County information systems will be immediately revoked. It is mandatory for departing employees to return all County-issued information system devices, which may include cell phones, tablets, laptops, desktops, flash drives, and similar equipment, on or before their last day of employment.



In instances where an employee is unable to return County devices on their final day of employment, they may be granted a grace period of up to two business days to facilitate the return of the devices. During this transitional period, the departing employee assumes responsibility for the secure handling and safekeeping of these County assets.

Failure to return County equipment within the stipulated timeframe may result in the employee being charged for the cost of the unreturned equipment. The County will employ any necessary measures to ensure the prompt return of the devices and safeguard the security of any County information contained therein.

A-4 Email Retention Policy

Purpose

The Email Retention Policy is intended to help employees determine what information sent or received by email should be retained and for how long.

The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via electronic mail or instant messaging technologies.

Questions about the proper classification of a specific piece of information should be addressed to your manager. The IT Department can address questions regarding these guidelines.

Scope

This email retention policy is secondary to State and Federal policy on Freedom of Information and County Procedures for Record Keeping. All BEAUFORT COUNTY email information is categorized into two main classifications with retention guidelines:

- Public Records (5 years)
- Ephemeral Correspondence (Retain until read, destroy)

All state and local government records, regardless of their format, must be kept for as long as needed for legal, fiscal, administrative, and historical reference needs. As with paper records, the retention value of electronic records depends upon their content, not their format. The legal retention and disposition of all state and local government records, including those in electronic formats, is managed through the establishment of record retention schedules prepared and approved in accordance with the South Carolina Public Records Act (Code of Laws of South Carolina, 1976, Section 30-1-10 through 30-1-140, as amended).

Most retention schedules vary between 3 or 5 years depending on classification. In order to simplify the archiving of email categorized as a public record, a default retention period of 5 years will be used.

Policy

One official copy of all email used in or relating to the transaction of government business is a public record and, just like all public records, must be retained and disposed of in accordance with properly approved record retention schedules. While Beaufort County IT will provide applicable technology to facilitate the identification,



categorization, and archival retention of electronic documents, it is still the end user's responsibility to categorize these documents properly.

Public Records Correspondence

Beaufort County Public Records Correspondence is all information encompassed but not limited to the South Carolina Public Records Act disseminated in the course of official County business. To ensure Public Records Correspondence is retained, **you should "CC" relevant email to archive@bcgov.net**. This will automatically classify the email as a public record with a 5-year retention period.

Although identification of email records relating to the activities of public organizations will always be subjective, certain categories of records will typically be important to identify and manage.

These include:

- Policies and directives
- Work schedules and assignments
- Drafts of documents circulated for approval or comment
- Any document that initiates, authorizes, or completes a business transaction.
- Final reports or recommendations
- Correspondence, memos, or messages about agency or local government business.

Ephemeral Correspondence

Beaufort County Ephemeral Correspondence is by far the largest category and includes:

- Incoming list serve messages
- Personal emails unrelated to County business
- Spam or unsolicited advertisements or sales promotions
- Non-policy announcements
- Telephone messages
- Published reference materials
- Invitations and responses to meetings, etc.
- Thank you emails
- Replies to routine questions, "we're open 8 - 5", "our address is.", "the deadline is."
- Scheduling meetings
- Out of Office auto-replies
- Attachments to email that are identical to records that are stored and managed outside the email system pursuant to approved record retentions schedules

These will be retained for no more than 90 days and may be deleted from your email at any time.

Instant Messenger Correspondence

Beaufort County Instant Messenger General Correspondence may be saved with logging function of Instant Messenger, or copied into a file and saved. Instant Messenger conversations that are deemed a public record should be copied to an email and sent to archive@bcgov.net.



Recovering Deleted Email Via Backup Media

Beaufort County maintains backup records from the email server. These records will only cover the prior 30 days; however, all email is retained on a separate archive for a minimum of 90 days.

REFERENCES

- General Records Retention Schedules for SC Counties
- SC Public Records and Freedom of Information Act
- SC Department of Archives Email Management Guidelines

A-5 Family Medical Leave Act

Employee Rights and Responsibilities under the Family and Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status, or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements



Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers



FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

*** Please refer to the Family Medical Leave Act section of this handbook for County-specific requirements for FMLA.**

A-6 Consolidated Omnibus Budget Reconciliation Act (COBRA)

Throughout a career, workers will face multiple life events, job changes or even job losses. A law enacted in 1986 helps workers and their families keep their group health coverage during times of voluntary or involuntary job loss, reduction in the hours worked, transition between jobs and in certain other cases. The law - the Consolidated Omnibus Budget Reconciliation Act (COBRA) - gives workers who lose their health benefits the right to choose to continue group health benefits provided by the plan under certain circumstances.

COBRA generally requires that group health plans sponsored by employers with 20 or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) in certain instances where coverage under the plan would otherwise end.

The law generally covers group health plans maintained by employers with 20 or more employees in the prior year. It applies to plans in the private sector and those sponsored by state and local governments. Provisions of COBRA covering state and local government plans are administered by the Department of Health and Human Services.

Several events that can cause workers and their family members to lose group health coverage may result in the right to COBRA coverage. These include:

- Voluntary or involuntary termination of the covered employee's employment for reasons other than "gross misconduct";
- Reduced hours of work for the covered employee;
- Covered employee becoming entitled to Medicare;
- Divorce or legal separation of a covered employee;
- Death of a covered employee; or
- Loss of status as a "dependent child" under plan rules.

Under COBRA, the employee or family member may qualify to keep their group health plan benefits for a set period of time, depending on the reason for losing the health coverage. The following represents some basic information on periods of continuation coverage:



| Qualified Beneficiary | Qualifying Event | Period of Coverage |
|---------------------------------------|---|--------------------|
| Employee Spouse Dependent Child | Termination Reduced Hours | 18 months* |
| Spouse Dependent Child | Employee entitled to Medicare Divorce of legal separation Death of covered employee | 36 months |
| Dependent Child | Loss of dependent child status | 36 months |

****This 18-month period may be extended for all qualified beneficiaries if certain conditions are met in cases where a qualified beneficiary is determined to be disabled for purposes of COBRA.***

However, COBRA also provides that your continuation coverage may be cut short in certain cases.

Notification Requirements:

An initial notice must be furnished to covered employees and spouses, at the time coverage under the plan commences, informing them of their rights under COBRA and describing provisions of the law. COBRA information also is required to be contained in the plan's summary plan description (SPD). See fact sheet "Workers' Right to Health Plan Information (ERISA, Claims Procedures and SPD Regulation)"

When the plan administrator is notified that a qualifying event has happened, it must in turn notify each qualified beneficiary of the right to choose continuation coverage. COBRA allows at least 60 days from the date the election notice is provided to inform the plan administrator that the qualified beneficiary wants to elect continuation coverage.

Under COBRA, the covered employee or a family member has the responsibility to inform the plan administrator of a divorce, legal separation, disability or a child losing dependent status under the plan.

Employers have a responsibility to notify the plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

If covered individuals change their marital status, or their spouses have changed addresses, they should notify the plan administrator.

Premium Payments:

Qualified beneficiaries may be required to pay the entire premium for coverage up to 102% of the cost to the plan. Premiums may be higher for persons exercising the disability provisions of COBRA. Failure to make timely payments may result in loss of coverage.

Premiums may be increased by the plan; however, premiums generally must be set in advance of each 12-month premium cycle.

Individuals subject to COBRA coverage may be responsible for paying all costs related to deductibles, and may be subject to catastrophic and other benefit limits.



A-7 Worker's Compensation Policy

A. General Policy

Title 42, of the South Carolina Code of Laws contains the South Carolina Workers' Compensation Act. The Rules and Regulations of the South Carolina Workers' Compensation Commission provide the basic legal foundation for administration of the Act. Beaufort County maintains Workers' Compensation Insurance to provide medical benefits and/or compensation (indemnity) benefits for employees who sustain an injury or death by accident, occupational disease or ionizing radiation, arising out of and in the course of his or her employment subject to, and in accordance with, the terms and provisions of the South Carolina Workers' Compensation Act. As it relates to the payment of medical and compensation under the South Carolina Workers' Compensation Act, the following provides a summary of benefits that may be available; however, the payment of Workers' Compensation benefits shall be in accordance with, and subject to, Title 42 of the South Carolina Code of Laws (1976, as amended).

B. Medical Treatment and Compensation

Workers' Compensation Insurance provides medical and compensation benefits. However, in accordance with the South Carolina Code of Laws 42-15-60 and 42-15-80, failure to use the services of Beaufort County's appointed physicians or changing physicians without prior approval of the South Carolina State Workers' Compensation Commission, may result in denial of payment for such unauthorized medical expenses.

1. **Medical Treatment:** An employee who sustains an injury by accident arising out of and in the course of his employment is entitled to all necessary medical, surgical, and hospital attention, as well as original artificial members and medical supplies. Medical treatment will continue until the authorized treating physician determines that the employee has obtained Maximum Medical Improvement (MMI) and such further treatment as may tend to lessen disability in the judgment of the Workers' Compensation Commission.
2. **Compensation:** An employee who sustains an injury by accident arising out of and in the course of employment, which causes him/her to be absent from work for 7 calendar days or less, is not entitled to temporary disability compensation. **Temporary disability compensation will begin on the eighth day of disability; however, if the disability lasts longer than fourteen calendar days, the employee will also be compensated for the first seven days.** Temporary disability compensation will be terminated, suspended, or reduced in accordance with the terms and provisions of the South Carolina Workers' Compensation Act. The injured employee is entitled to compensation at the rate of **sixty-six and two-thirds percent (66-2/3%)** of his/her average weekly wage subject to the statutory maximum compensation rate. Permanent disability compensation may also be payable for certain injuries in accordance with the South Carolina Workers' Compensation Act.

For days not worked, when the employee is entitled to temporary disability compensation, Personal Leave (PLT), Disability Leave (DL), or Salary Continuation Account (SCA) may be used until the earned leave time is exhausted. The employee's timekeeper and the Workers' Compensation Claims Administrator should coordinate leave-time reporting. Those hours will be reinstated at sixty-six and two-thirds percent (66-2/3%) or less if the employee qualifies for the maximum compensation rate for Workers' Compensation, if the insurance carrier reimburses the County.

Also, employees receiving temporary disability compensation under the South Carolina Workers' Compensation Act may elect to voluntarily utilize accrued Personal Leave (PLT), Disability Leave or Salary Continuation Accounts (SCA) in conjunction with receiving temporary disability compensation under the South Carolina Workers' Compensation Act, not to exceed normal bi-weekly paychecks. During this time



employees will not accrue PLT. Nor will employees receive reimbursement for leave time taken except which is applicable within the law. In addition, required deductions and any voluntary deductions will be deducted from the paycheck. Required deductions consist of: Federal, State, Social Security (FICA), Medicare, and court-ordered child support payments.

In addition, the employee is entitled to mileage reimbursement if the mileage to and from the facility exceeds ten (10) miles round trip.

- a. **Health Benefits Payments:** While receiving Workers' Compensation payments, **the employee is responsible for paying health insurance benefits premiums, out of pocket.**
- b. **Light-Duty (Transitional) Work:** An employee on Workers' Compensation must accept reasonable transitional work when it is offered to him/her, provided the employee is able to do the work offered. If the employee does not accept such work, all compensation payments may be denied for the hours he/she refuses to do the transitional work. If the transitional work is at a lower wage, the employee is entitled to compensation at the rate of sixty-six and two thirds' percent (66-2/3%) of the difference between the employee's pre-injury average weekly wage and the post injury weekly wage subject to the statutory maximum compensation rate.

C. Procedure to Follow When an Injury Occurs

When an employee receives an injury arising out and in the course of employment, the employee should immediately inform his/her immediate Supervisor and the Supervisor must contact Beaufort County's Risk Management Department. Failure by the employee to give prompt notice of the injury by accident within the statutorily prescribed period can result in denial of claims for Workers' Compensation benefits and can also cause a penalty to the County and/or its Workers' Compensation Claims Administrator.

When the **Workers' Compensation Authorization Form** is not sent to the medical provider, the injured employee will be given a copy of the **Form** and sent to the County's appointed physician (s). The physician's office should be notified that the injured employee is on the way.

Exceptions: In an emergency, when an employee is out of the area, or when the appointed physicians are not available, the employee may **use the nearest physician or the emergency room at a hospital. Beaufort County's Risk Management Department is to be notified when this occurs.** In the Beaufort area, when an employee is seen in the emergency room or by another physician, the employee is to be referred to the Beaufort County Workers' Compensation authorized physician for follow-up treatment.

If the employee goes to a hospital emergency room for treatment that employee must submit all of their hospital paperwork to Risk Management and their Supervisor as soon as possible.

In non-emergency situations, a physician other than the appointed physician(s) may see employees with approval from the designated Workers' Compensation physician(s) and the County's Workers' Compensation Claims Administrator.

1. Upon notification of the alleged injury, a **First Report of Injury (12A), Medical Release Form, and Authorization Form** must be completed and sent to the Risk Management Office for submission to the Workers' Compensation Claims Administrator.

Injuries need to be reported immediately. Failure to report an injury may result in a delay in processing benefits and possible denial of a claim by the Workers' Compensation Commission. The County's Workers' Compensation Claims Administrator must receive this report from Risk



Management within three days after the accident or the Workers' Compensation Commission may fine the County. The Insurance Claims Administrator must receive the First Report of Injury, if there is lost time, prior to any bills being paid.

2. The Department Director or Supervisor, along with Beaufort County's Risk Management Department investigates the accident immediately. Afterwards, the Department Director or Supervisor completes the **Accident Investigation Form**.
3. If the employee is incapacitated and absent from work, the employee should submit a written statement from the County's appointed physician, as soon as possible. This statement should give the name of the employee being treated, the diagnosis, expected length of disability and expected date the employee can return to his normal work or return to transitional work. **Without this written notification from the physician, the employee may not be considered absent due to a Workers' Compensation injury and all medical bills may be submitted to the employee for payment.** Without this written notification, the Workers' Compensation Claims Administrator may not pay the employee temporary disability compensation for lost time due to the injury or reimburse the County for compensation paid the employee during his/her absence.
4. If there is lost time and the employee has submitted the physician's written notification, the Department Director will, upon the return of the employee to normal work or transitional work, submit to Human Resources a Personnel Action Form showing date of return.
5. The authorized treating physician may assign an impairment rating for an injury by accident, arising out of and in the course of employment. After the authorized physician assigns an impairment rating, the employee will be invited to participate in an informal conference before the Workers' Compensation Commission to consider settlement of the employee's entitlement to further compensation. At this time the employee is encouraged to express his/her opinion about his/her condition and the impairment rating given by the physician. Following payment of further compensation awarded at an informal conference, the employee will have one year to file a claim for additional benefits based on a change of condition in accordance with §42-17-90 of the South Carolina Code (1976, as amended).
6. When mileage to and from the medical facility exceeds ten (10) miles round trip, the employee is entitled to mileage reimbursement at a rate set by the Workers' Compensation Commission and should submit to Risk Management a completed **Mileage Reimbursement Form**.
7. **In case of death, the Department Director will notify Beaufort County's Risk Management Department and the Human Resources Office immediately. OSHA needs to be notified immediately.** Submit the **First Report of Injury** as soon as possible. Funeral expenses, not to exceed two thousand five hundred dollars (\$2,500.00), and death compensation benefits will be paid to the deceased employee's dependents or other beneficiaries as determined at a hearing before the Workers' Compensation Commission.
8. **Compensation for Seven Days or Less of Lost Time:** When an employee is incapacitated and absent from work by written notification of the County's appointed physician, for seven days or less, the employee will be charged Personal Leave for days not worked. If the employee has no accrued leave days, he/she will be Leave Without Pay from their job. Employees do not receive Workers' Compensation benefits for the first seven days of lost time.



9. The Department must submit information (either Timekeeping System or Payroll) as soon as possible to Risk Management showing the date of return and days away from work.
10. Beaufort County employees' **health insurance cannot be used to pay a Workers' Compensation medical claim**, unless this claim was refused by Workers' Compensation, and this refusal must be supported with written documentation.

D. Third Party Claims

If the employee files a claim or lawsuit against a third party, in connection with an injury by accident arising out of and in the course of employment for which Workers' Compensation benefits are claimed or paid, the employee or his/her attorney should complete Form SF 110 and return it to Risk Management for submission to our Claims Administrator and make all notice filings with the County's Workers' Compensation Claims Administrator and the Workers' Compensation Commission as required by the South Carolina Workers' Compensation Act.

1. The employee or his/her attorney can negotiate and settle his claim with the third party and not involve Beaufort County or the Workers' Compensation Claims Administrator.
 - In this case, neither the County nor the Workers' Compensation Claims Administrator will pay any compensation or medical benefits under the Workers' Compensation Act.
2. The employee can accept Workers' Compensation benefits and reserve the right to pursue action against the third party. The County and its Workers' Compensation Claims Administrator will maintain a lien equal to the amount of Workers' Compensation benefits paid in connection with the injury by accident less its share of attorney fees and costs subject to the terms and provisions of §42-1-560 of the South Carolina Code (1976, as amended). No settlement of the third-party claim should be made without notice to, and the consent of, Beaufort County's Workers' Compensation Claims Administrator.
3. The employee can accept the Workers' Compensation benefits and assign his/her rights towards any action against the third party to the Workers' Compensation Claims Administrator who would be responsible for action against the third party to recover the losses that have occurred, in accordance with §42-1-560 of the South Carolina Code (1976, as amended).

The employee should notify the Risk Management Department of his/her attorney's name and address if he/she is filing a third-party claim.

A-8 Employee Emergency Leave Transfer Bank (EELTB)

Purpose

The purpose of this policy is to provide for a program that allows County employees to donate a specified number of accrued leave time hours to an emergency leave bank. County employees who have experienced a personal or immediate family medical or other hardship emergency situation may share in this bank. The emergency must necessitate the employee's absence for a prolonged period of time and be anticipated to result in a substantial loss of income due to the unavailability of any paid leave time.

Creation of Leave Bank

The transfer of leave to the bank by the employee occurs on an annual basis. Beaufort County employees may donate from their accrued personal leave time or sick leave account. The annual minimum for the transfer of donated leave time is eight (8) hours. This donation of time is strictly voluntary.

Definitions



- **Leave Donor** - A Beaufort County employee who has voluntarily, in writing, authorized a transfer of eight (8) or more hours of personal leave or sick leave time to the EELTB.
- **Leave Recipient** - A Beaufort County employee who has experienced a personal or immediate family medical or hardship emergency situation and has been approved to receive additional paid leave time from the emergency leave transfer bank.
- **Personal Emergency** - An emergency situation that requires an employee's absence from duty for a prolonged period of time and that is anticipated to result in a substantial loss of personal income due to the unavailability of any form of paid leave. A catastrophic and debilitating personal or immediate family medical situation, severely complicated disability, severe accident or an illness of a terminal nature - any of which requires a sustained recuperative medical period.
- **Immediate Family Member** - A spouse or minor child for whom the employee has the legal custody and care.

Employee Eligibility for EELTB

1. Must be an employee of Beaufort County with twelve (12) continuous months of service and have a minimum of 40 hours paid leave time or sick leave on December 31 of each year, and donate a minimum of eight (8) hours or more of personal leave time or sick leave during the annually designated donation period for the following calendar year.
2. County employees eligible for other paid benefits during their extended absence from work are ineligible to receive donated leave time from the EELTB unless they sign a waiver attesting to the fact that they will not file for other benefits while receiving EELTB benefits. Examples of other paid benefits may include, but are not limited to, paid leave, Workers' Compensation, short and long-term disability, and disability retirement benefits.
3. Employees actively receiving leave donations from the EELTB may have their eligibility requirements waived until such time as they have been returned to work with Beaufort County. Once the employee has accrued sufficient leave time equal to the hours necessary for continued plan eligibility, then the employee's leave may be drafted and he/she will have satisfied the conditions for the current eligibility year.
4. Unused portions of donated leave time to an EELTB recipient cannot be used to satisfy annual eligibility requirements.
5. All paid personal leave, sick leave, disability leave, and/or compensatory time must be utilized before an eligible employee receives leave from the transfer bank.
6. The maximum annual amount of transferred leave time an employee may withdraw from the EELTB is a total of 240 hours.
7. Leave time received from the transfer bank is granted in increments of two (2) weeks at a time and the employee should provide a physician's statement before leave bank time is authorized. The County limits the total hours received by an employee for the duration of employment to 480 hours. Any unused donation not utilized by an employee is credited back to the EELTB.
8. Donated leave time, duly authorized to be transferred to the EELTB, is not restored or returned to the donor.
9. When the County employs family members, two or more members of the same family may not simultaneously benefit from the leave bank for the same emergency or hardship.
10. An employee receiving donated leave time from the EELTB does not accrue leave.
11. All requests for receiving emergency leave time must be reviewed by the Human Resources Director and approved by the County Administrator.
12. An employee receiving benefits in accordance with this policy does not acquire any rights - including job restoration- greater than those to which he/she is entitled under the Family and Medical Leave Act or any County policy.



Documentation

The following forms can be obtained from Human Resources and completed documents must be submitted to Human Resources to be considered for EELTB hours:

1. EELTB Donation Request Form
2. EELTB Physician's Statement (to be completed by an attending physician)
3. "Other Benefits" waiver if applicable

Incomplete paperwork will not be considered.

If hours are exhausted in the Leave Bank, no further requests will be considered until the bank is replenished during the annual donation period (or special donation period if approved by County Administration).

A-9 County Emergency Disaster Policy

This policy is to provide guidance to the employees of Beaufort County regarding responsibilities, expectations and pay policies during declared emergencies / disasters. Beaufort County is mandated to provide services to the citizens of the county during emergencies and disaster situations in accordance with Section 25-1-420, South Carolina Code of Laws. An emergency, as defined by the Code, shall mean "actual or threatened enemy attack, sabotage, conflagration, flood, storm, epidemic, earthquake, riot, or other public calamity."

The following is provided as a general description of activation levels and emergency related activities:

Normal Operations

- Day-to-Day operations to include normal training and exercises.
- Review of the department's hurricane plan and make any necessary improvements.
- Routine watch and warning activities.

Enhanced Steady State / Partial Activation

- Certain EOT members / organizations are activated to monitor a credible threat, risk or hazard and/or to support the response to a new and potentially evolving incident.
- At this time, certain employees may be placed on "standby" status and will be expected to be ready to report to work in accordance with the dictated response time requirements.
- Possibility of an emergency that may require a limited or partial activation.
- Disaster or emergency likely or imminent.
- Activation of the Emergency Operation Plan or appropriate plan for the specific hazard if deemed necessary.

Full Activation

- Employees should report to their designated duty station and come prepared to stay for an extended period of time (i.e, more than one day) at the appointed worksite if necessary.
- Emergency Operation Center is activated, including personnel from all assisting agencies, to support the response to a major incident or credible threat.
- Disaster or emergency in effect and/or occurring emergency operations are underway
- Evacuations may or may not be in progress



- Maximum preparedness level with the highest State of Emergency Operations

The following County procedure follows the general guidelines provided.

Procedure:

Responsibility

Administration

- The Chairman of Beaufort County Council may activate the Beaufort County Emergency Operations Plan/ Disaster Recovery Plan as necessitated by an actual or imminent disaster or incident.
- Under the direction of the Beaufort County Emergency Policy Group, consisting of the Chairman of County Council, the County Administrator, and the County Sheriff, are responsible for the administration of this policy and coordination of all procedures herein. The Policy Group is the authorized personnel to declare an emergency for Beaufort County.

Management

- Identify and notify those employees whose presence is essential during Full / Partial Activation.
- Compile and maintain a listing of employees' current telephone information so they may be contacted during hazardous weather or other emergency conditions.
- Ensure timesheets and activity logs are properly documented for payroll and reimbursement purposes.
- Convey policy to new or prospective employees.

Employees

- Check County email for any updates regarding hazardous weather or emergency conditions.
- Come prepared to stay at the appointed workstation for an extended period of time (i.e., more than one day) if designated to report to work during emergency conditions.
- Provide supervisors with current telephone information so contact may be made during hazardous weather or emergency conditions.

Emergency Operation Team (EOT)

The EOT consists of personnel who have been identified as essential personnel and have a role in supporting a disaster or emergency event (natural or man-made) that affects Beaufort County. This includes, but is not limited to, those who hold a position in the EOC and those who may be required to stay during an evacuation or evacuate with the County. Some departments may not have a role in the EOT and others may require their entire department to provide support during an emergency event.

The Finance Director, Human Resources Director, and Recovery Manager will provide a recommendation to the County Administrator of identified personnel for the Emergency Operation Team prior to hurricane season.

The County Administrator or his/her designee shall provide final approval of county personnel to be assigned to the Emergency Operations Team (EOT). No employee shall be eligible for emergency event pay provisions of this policy unless designated by the County Administrator or his/her designee as a member of the EOT. The names of all approved EOT members shall be specifically listed on the approved EOT Roster. The EOT Roster will be reviewed and amended annually and will be provided to the Emergency Management Division prior to the



start of hurricane season. The EOT Roster will be updated throughout the remainder of the year on an as needed basis to reflect staffing changes. The County Administrator will make the final determination as to who will report to duty during any individual activation. Individuals that are assigned to the EOT are not guaranteed automatic approval to report to duty for each individual event. Only individuals that are identified and approved by the County Administrator for an individual event are to report to duty at their designated work station.

Compensation During an Emergency

The County may be operating under an abbreviated schedule, closed or under a Declaration of Emergency. An Emergency Event is in effect when one of the following conditions are met:

The County has suspended normal County operations or is operating under emergency conditions, as determined by the County Administrator; **or**

The Chairman of Beaufort County Council has declared that a state of emergency exists in the County, or a state of emergency for an area encompassing the County has been declared by the Governor or other competent authority.

Please refer to **Appendix A-10 Beaufort County Emergency Attendance & Pay Policy** for explanation of compensation.

Relief from Duty

Employees identified to work during emergencies (identified on the Emergency Operation Team) are expected to report to work when called. An employee may be excused from work only in extreme situations, and only by the appropriate reporting authority (County Administrator.)

Return to Regular Duties

Once the emergency incident is declared resolved, employees who worked during emergency conditions shall be allowed a reasonable amount of time for rest and recuperation prior to returning to their regular assignments.

Payroll Processing

The Finance Department, in the event of possible or likely office closures due to an emergency, may issue a standard payroll prior to the normal payroll processing date to ensure that all employees will have access to wages if offices are closed.

If this occurs, employees will be paid for their "standard" scheduled hours for the emergency pay run via direct deposit. Corrections, whether in the form of additional pay or recoupment of overpayments, will be handled as soon as possible after normal operations are reinstated.

Re-Entry / Recovery

The recovery process after a storm or other disaster may take days, weeks, or months. Payment of emergency administrative pay during the recovery process will be subject to weekly review and Administrator approval. Under no circumstance will emergency administrative pay be continued after County offices have reopened.

Employees activated during the emergency will begin recovery operations as directed after the event. All other County employees are expected to report to work when County offices reopen (or when instructed to do so earlier) and will be paid their normal wages (and overtime as required) and may be required to perform work outside of



their normal duties to assist with recovery efforts. This work will enable Beaufort County government to return to normal operations and assist citizens in returning to their normal daily routines as quickly as possible.

Other Provisions

Employees who are required to remain at their emergency duty stations will be allowed to sleep and/or rest when conditions allow at no loss of supplemental compensation outlined above.

The Finance Director is responsible for developing and maintaining a payroll system to properly administer the pay practices described above. No supplemental pay will be authorized for employees who do not stay behind during an event or have received prior authorization by the County Administrator or designee.

Elected Officials, Appointed Officials, and the County Administrator are only eligible to receive Emergency Administrative Pay.

STATE OF EMERGENCY FREQUENTLY ASKED QUESTIONS (FAQs)

What is the intent of the State of Emergency Conditions? The intent of the policy is to provide an orderly compensation plan for Beaufort County employees during a period of emergency or disaster response and recovery. Emergency operations and disaster response and recovery can occur during a period of declared local emergency or under a period of Mutual Aid. The latter is an instance where Beaufort County mobilizes to assist another county or state during an emergency or disaster.

Who should respond to an activation? The County Administrator or his/her designee shall provide final approval of county personnel to be assigned to the Emergency Operations Team (EOT). The County Administrator will make the final determination as to who will report to duty during any individual activation. Individuals that are assigned to the EOT are not guaranteed automatic approval to report to duty for each individual event. Only individuals that are identified and approved by the County Administrator for an individual event are to report to duty at their designated work station.

How will I be paid if I work an Emergency or Disaster response and recovery assignment and I am an exempt employee? Exempt employees who perform work in support of a declared local emergency will be paid their regular salary. In addition, exempt employees who work in excess of 40 hours in a work week, if directly related to the declared emergency, will be paid overtime for all hours worked in excess of 40 hours per week.

What if I don't work during a period of an emergency event? Do I receive compensation? This depends on your status during a declared emergency. There are multiple compensation types that will determine your compensation status during a period of declared emergencies (see the **Beaufort County Emergency Attendance & Pay policy**).

If I am asked to report for work after I have evacuated, how will I be paid? If you have traveled out of town as part of an evacuation order and are asked to return to work during the evacuation period, your commute time back to Beaufort County will be counted as work time, and you will be paid for the travel time necessary to return, plus actual work time once you report for work.

If I am out of town on personal leave and asked to report for work, how will I be paid? If you are out of town and travel is not related to an evacuation order, you will not be paid for travel time to Beaufort County, and your paid work time will begin once you report for work.



If I am working out of town and asked to report back for work, how will I be paid? If you were instructed to report to an out of town location to perform work and then asked to return to Beaufort County, your travel time to the out of town location and your travel time back to Beaufort County will be counted as work time.

If I am working during the emergency event and cannot leave due to safety reasons, how will I be paid? There may be times when it is not safe or legal to travel around the County. During periods such as this, it is expected that employees will remain at their work location, even if their shift has ended. This time will be treated as work time.

If I only work part of the day and it's during a period when Administrative Leave is authorized, how will I be paid? Non-exempt employees who work part of a day that has been authorized for Administrative Leave, will be paid for the hours worked plus receive the full number of hours of authorized Administrative Leave. Exempt employees will receive the full number of hours of authorized Office Closed Leave. The County Administrator or his/her designee will determine whether additional pay will be granted to exempt employees during the period of administrative leave.

I am a new employee, but my start date was moved because of an emergency or disaster event. Will I still be paid based on my originally scheduled start date? No. Pay will begin on your first actual day of work.

I need extra time to prepare to evacuate but Administrative Leave is only allowed for a portion of the day. How will I be paid? If you are scheduled to work, but did not report to work because you needed time to prepare to evacuate, you will be granted the authorized hours of Administrative Leave, but must use vacation time for the additional hours in the workday not covered by the Administrative Leave.

I am required to work during the emergency event and also required to sleep at my assigned location. Am I paid for this time? All time that you are required to be at a facility or on site will be treated as work time, regardless of whether you have sleep time. This includes, but is not limited to, employees who work in the EOC, shelter in an assigned office/housing facility, and emergency service employees who are required to remain at given work sites.

How will I be compensated for Administrative Leave if my regular work schedule is greater than eight hours per day or if I normally work on the weekend? Administrative Leave will be calculated on the regular workday of the employee, for any days County offices that will be closed to the public.

What if I am already scheduled to be on approved personal leave during a declared emergency? Employees on approved personal leave during a declared emergency will be paid according to their leave approval, and not under this policy.

What if I am on approved personal leave, but must report due to my Employee Category? Employees already on approved personal leave who report to work due to their emergency work assignment will be paid according to this policy. Employees already on approved leave that are required to report, but don't report will be paid according to their leave approval.

What if I am scheduled to go on approved personal leave and a local emergency is declared? Employees approved to take personal leave who are advised to report may have their personal leave canceled so that they can participate in the emergency or disaster response and recovery effort. If this happens, employees will be paid according to this policy.



What if the facility is closed before my scheduled workday begins? Exempt and non-exempt regular employees will be paid for the regularly scheduled shift.

What if the facility remains open and I don't come to work? Non-exempt employees failing to report to work when there is a storm event, etc. and the facility remains open, will not be paid for the day, nor will they be permitted to charge this lost time to Paid Time Off, unless such time off had been previously granted. Employees arriving late on such days will be paid for the actual time worked.

What if the facility closes after a regular workday has begun?

- a. Non-exempt employees who report to work but leave prior to the time the facility is officially closed will be paid up to the time they leave the facility.
- b. Non-exempt employees who report to work and remain at work until the facility is officially closed will be paid for the entire workday.

A-10 Beaufort County Emergency Attendance & Pay Policy

Beaufort County must continue to provide services during periods of bad weather, emergencies or other situations in which the demand for public services is expected to be great. The need for employees to be on the job is especially critical during these emergencies. Employees are expected to make every effort to report to work, unless specifically directed, in writing by the County Administrator or his designee. This policy describes special attendance and pay provisions applicable to non-exempt (hourly) and exempt (salaried) employees whether performing their regular responsibilities or reassigned as a result of an emergency.

The County Administrator reserves the right to amend the EOT list at its discretion due to the specific emergency event.

A. **Definitions.**

As it applies to this Policy the following terms are defined as:

1. **Emergency Conditions.** The County is open and operating. County is monitoring, planning and otherwise preparing for prompt, effective use of available resources of the County or municipality necessary to respond to the potential Emergency Event.
2. **Emergency Event.** The County may be operating under an abbreviated schedule, closed, or under a Declaration of Emergency. An Emergency Event is in effect when one of the following conditions are met:
 - a. The County has suspended normal County operations or is operating under emergency conditions, as determined by the County Administrator; *or*
 - b. The Chairman of Beaufort County Council has declared that a state of emergency exists in the County, or a state of emergency for an area encompassing the County has been declared by the Governor or other competent authority.
3. **Essential Personnel.** Employees who are exempt and non-exempt, as well as, both part-time and full-time employees, and identified as employees necessary to provide continued services during Emergency Conditions or an Emergency Event.
4. **Non-Essential Personnel.** Employees who are exempt and non-exempt, as well as, both part-time and full-time employees, and not identified as essential to provide continued services during Emergency Conditions or an Emergency Event.
5. **Emergency Administrative Pay.** Pay equal to the Employee's regular rate pay per hour. As it applies to this Policy, Emergency Administrative Pay will be shown as "Emergency Administrative Pay" and



Pay Code 166 should be used when submitting an Employee's hours. Emergency Administrative Pay hours are intended to make an employee "whole", shall not be included in the calculation of overtime, and should not exceed the maximum of regularly scheduled weekly hours, equivalent to a standard work week.

6. *Disaster Pay.* Pay equal to the Employee's regular rate pay per hour. As it applies to this Policy, Disaster Pay will be shown as "Disaster Pay" and Pay Code 160 should be used when submitting an Employee's hours.
7. *Emergency Stand-By Employee.* Employee should be 1) in work ready status and able to physically report to work with a one hour notice; or 2) available to physically report to work within 12 hours if requested; or 3) immediately available to work remotely. As it applies to this Policy, Stand-by Pay will be shown as "Emergency Stand-By Pay" and Pay code 162 should be used when submitting an Employee's hours.

B. *Emergency Condition Preparation.*

While under Emergency Conditions, non-exempt and exempt employees may be required to work during the preparation phase leading up to an Emergency Event and will be compensated at their regular pay in accordance with FLSA rules. Any overtime must be approved in writing by the County Administrator, or its designee.

C. *Emergency Event Pay.*

1. *Non-Essential Personnel Pay.* Employees whose offices are closed or employees who are instructed not to report to work by the County Administrator, or its designee, will receive Emergency Administrative Pay for the number of hours they were scheduled to work, within limitations set forth in section A.5 of this Policy. Any overtime must be approved in writing by the County Administrator, or its designee.
2. *Essential Personnel Pay.* Employees required to work during an Emergency Event will receive Emergency Administrative Pay for the number of hours they were scheduled to work and Disaster Pay for the number of hours that work was performed. This rate of pay is applicable even if they have taken vacation, sick leave, or holiday during the pay cycle.
3. *Emergency Stand-By Pay.* Employees are paid \$3.00 hourly during an Emergency Event. The pay defined in this Section shall start upon written notification from the County Administrator, or its designee; and shall end upon written notification from the County Administrator.

Once the Employee has reported to their assigned workstation, the Stand-By pay no longer applies and the Employee shall receive Essential Personnel Pay as described in Section C.2 of this Policy.

D. *Eligibility for Pay.*

1. Those employees named on the EOT list are eligible for Essential Personnel Pay, Respite Time, or Stand-By Pay only when they have received written communication from the County Administrator confirming they are needed for the Emergency Event. The aforementioned written communication will be provided by the County Administrator, or its designee, through electronic mail or text. The EOT list will be reviewed annually.
2. During the applicability of this Policy, scheduled leave may be cancelled and employees on leave may be recalled. Eligibility for pay in such situation is described in Section C.



3. Employees on paid or unpaid leave who are not recalled to duty during or following an Emergency Event are not subject to special pay provisions until such time as their leave ends and they return to duty.
4. During an Emergency Event, should an employee not report for work when scheduled or not check in at the designated time and/or location, the employee is not eligible to receive compensation and may be subject to disciplinary action.
5. Elected Officials, Appointed Officials, and the County Administrator are only eligible to receive Emergency Administrative Pay.

E. Recovery/Re-entry.

1. When normal operations resume, should an employee not report for work when required or not request and receive approval for time off, the employee will be considered to have resigned from employment with the County.

Following the Emergency Event, the County Administrator will determine which department/functions are still working overtime, which exempt employees will be compensated for hours worked beyond a normal pay period, and provide an estimated timeframe for each department to return to normal operations. Once a department returns to normal work schedule, all pay returns to normal wages as defined by FLSA.

A-11 Beaufort County Fleet Policy

PURPOSE: To establish policy directives and procedures that ensure Beaufort County citizens that vehicles and motorized equipment are selected, acquired, and maintained in a manner that provides the best possible support to county operations while being cost-effective, safe, and environmentally responsible.

RESPONSIBILITIES: The Fleet Manager is responsible for planning, directing, managing, coordinating, and supervising programs for acquisition, assignment, utilization, maintenance, repair, replacement, disposal, and providing fleet fuels for vehicles and motorized equipment throughout Beaufort County. Conduct and create annual fleet utilization reports through each department. The fleet Manager can recommend reassignment, rotation, and removal of services under the Public Works Director's guidance. Dispose of fleet vehicles or equipment when the asset becomes uneconomical to maintain. As vehicles reach their targeted miles in the life cycle or time for a replacement. That asset will go under a mechanical and cost evaluation to include a repair or replace analysis to determine whether to dispose of or reassigned the vehicle to the motor pool.

County Fleet Management — These policy directives establish the requirements for the acquisition, assignment, identification, replacement, disposal, maintenance, and operation of county vehicles. County vehicles, as defined below, are those vehicles operated, maintained, purchased, or acquired by the departments.

Fleet Maintenance Program — These policy directives set forth the requirements for establishing a cost-effective county vehicle maintenance program that shall apply to all county vehicles and county vehicle maintenance facilities. The maintenance of county vehicles is the responsibility of the department to which the vehicle is assigned.

Fleet Safety Program — This policy directive was issued by the Beaufort County Fleet Manager with the conjunction of Risk Management. This policy promotes and enforces safe operations while operating a vehicle or equipment. Properly implemented vehicles and equipment will be operated and maintained to minimize injuries, property damage, and additional costs associated with accidents.

GUIDELINES:



I. Beaufort County Fleet Management

A. Exemptions

- 1) The Sheriff's office, Airports and Emergency Medical Services (EMS) are exempt from certain provisions of these policy directives.

B. Organizational Authority

- 1) Beaufort County Fleet Manager is directed to develop and administer a comprehensive fleet management program for the county's vehicle fleet.
- 2) County Fleet Manager shall manage the county's vehicle fleet and insured equipment.
- 3) Fleet manager will monitor compliance of these policies from departments Fleet Manager will periodically, prepare and submit a Fleet Audit Review Report. The Fleet Manager will report on each department's performance in complying with policy directives. All departments will supply sufficient and accurate information as requested by Fleet Manger to evaluate compliance and prepare the Fleet Audit Review Report. The Fleet Manager can recommend denying the purchase of new equipment or vehicle to the department for failing to comply with these policy directives or any other fleet management directive issued by the County Fleet Manager.

C. Fleet Operations Program

- 1) Assignment of County vehicles will be for department use, excluding Beaufort County Sheriff's Office, and the following criteria:
 - a. Travel requirements of an appropriate number of annual official miles as determined by the County Fleet Manager.
 - b. County vehicles may be assigned individually to full-time, law enforcement officers, as determined by department heads.
 - c. County vehicles are essential to the performance of official duties by individuals.
 - d. Circumstances, as determined by the Department head, warrant individual assignment in the county's best interest.
 - e. When county vehicles are requested to be permanently assigned to individuals, the department shall complete and submit the required justification to the Fleet Manager.
 - f. Departments operating motor pools shall manage the motor pools by procedures approved by Fleet Manager.
 - g. County vehicles are authorized for use of all travel or tasks necessary to accomplish official county business that is within the rated design capacity of the vehicle. Use is not authorized for unofficial travel, the transport of unauthorized persons or items, or the performance of tasks outside the rated capacity of the vehicle.

D. Authorized Use

- 1) Only County employees are authorized to operate a County vehicle and only to conduct County business. Authorized uses of county vehicles include, but are not limited to:
 - a. Travel between the place of vehicle dispatch and location of official business.
 - b. When on official out-of-county travel status, travel between place of temporary lodging and location of official business.
 - c. When on official out-of-county travel status:
 - I. Places to obtain suitable meals.
 - II. Places to obtain medical assistance, including pharmacies.
 - III. Places of worship.
 - IV. Garment or vehicle cleaning establishments; or
 - V. Similar places are required to sustain health and welfare or continued efficient performance of the authorized operator, exclusive of places of entertainment.
 - d. Transport county employees, or official county guests, all of whom must be on official business of the county.
 - e. Transport of professional or commercial representatives when in the direct interest of the county.



- f. Transport of materials, supplies, parcels, luggage, kits, or other items belonging to or serving the interests of the county.
- g. Transport of any person or item in an emergency, provided such movement does not endanger life or property.
- h. Children transported in a county vehicle will be properly secured in a child restraint system that meets federal motor vehicle safety standards and as prescribed by the law of the state.

E. Unauthorized Use

- 1) Unauthorized uses of county vehicles include, but are not limited to:
 - a. Travel or task of a personal nature that has no connection with the accomplishment of official business.
 - b. Transport of other people not serving the interests of the county.
 - c. Transport of hitchhikers.
 - d. Transport of pets.
 - e. Tobacco use, smoking, and vaping are prohibited in all county vehicles.
 - f. Transport of items or cargo having no relation to the conduct of official county business.
 - g. Transport of acids, explosives, weapons, ammunition, non-prescribed medicines, alcoholic beverages, and highly flammable materials except by specific department authorization or by a duly commissioned law enforcement officer acting within his or her assigned duty.
 - h. Transport of any kind of equipment or cargo projecting from the side, front, or rear of the county vehicle in such a manner as to constitute a hazard to safe driving, pedestrians, or other vehicles.
 - i. Use of the county vehicles to provide transportation between home and place of official county business unless authorized by the County Administrator.
 - j. Travel to or from social events unless acting as an official representative of the county.
 - k. Use of a county vehicle while on leave.

F. Acquisition of County Vehicles

- 1) All Departments seeking to purchase, lease, or otherwise acquire vehicles, regardless of the source of funding, shall do so by the Purchasing and Finance Policy and Procedures Manual. All vehicle and equipment requests must be routed through the Fleet Department. The Fleet Manager will annually establish classes of vehicles, and with the appropriate equipment. The fleet Manager will develop vehicle type and size procurement criteria which shall be based solely on the functional task(s) to be performed by the vehicle. All vehicle and equipment purchases must be approved by the Fleet Manager. In the event a special purpose vehicle is required and not shown on the approved listing, the requesting department will inform the County Fleet Manager who will, in conjunction with that department, will determine the proper vehicle and equipment to be purchased. The approved annual listing shall be provided to each department from the Fleet Department.
 - a. If vehicle purchase orders are submitted that are off-cycle, a complete justification for off-cycle purchasing must be forwarded with a purchase requisition containing the desired specifications. Purchase of a vehicle to prevent loss of funds will not be considered a valid justification.

G. Purchasing Requirements

The following requirements shall apply when purchasing new vehicles and or equipment:

- 1) Purchase orders for vehicles shall be forwarded to the Fleet Manager on the New Vehicle and Equipment request form. Departments shall supply any additional information necessary for Fleet Manager to order vehicles on the Departments behalf. Agencies shall indicate if the requested vehicle is a replacement for an existing vehicle or an additional vehicle. Justification must be provided for any "increase in class" change for existing vehicles, or any additional vehicles above the current allowance. Existing vehicles to be replaced with a newly purchased vehicle must be decommissioned or repurposed on the delivery of the new vehicle.



- 2) Fleet Manager shall notify the requesting department of the status of each request and forward approved purchase orders to the appropriate vehicle vendor. Only the Fleet Department shall submit vehicle and equipment purchase orders excluding Beaufort County Sheriff's office, Emergency Medical Services, and Airport.
- 3) All new vehicles and equipment will be delivered to Public Works 120 Shanklin Road Beaufort S.C. 29906.
- 4) When a vehicle is delivered to the receiving department, modifications shall not be made to the vehicle or optional equipment added that will alter the vehicle without the prior written approval of the Fleet Manager. The addition of lights, sirens, radios, window tint, and similar equipment used on law enforcement or emergency response vehicles shall not require prior approval, nor shall installation of utility bodies and features on cab and chassis type vehicle.
- 5) For vehicle purchase, the following requirements shall apply:
 - a. Fill out a New Vehicle and Equipment Form
 - b. Justification must be provided for additional vehicles.
 - c. Existing vehicles to be replaced or repurposed must be approved by the Fleet Manager.
 - d. Departments will indicate if the requested vehicle is a replacement for an existing vehicle.

H. Vehicle Inventory System

- 1) Fleet Manager shall maintain a current inventory of the County's vehicle fleet. Departments shall assist the Fleet Manager with keeping the inventory current. The inventory shall indicate make and model, original acquisition cost, and the manufacturer's identifying serial number (VIN) for each vehicle.
- 2) Vehicles shall be added to the inventory upon receipt of title and documentation as specified by Fleet Manager. Vehicles shall be deleted from the inventory upon receipt of a bill of sale for each vehicle.

I. Registration, Licensing, and Identifying Decals

- 1) Every county vehicle shall be registered and licensed by county law regardless of how the vehicle is acquired. All county vehicles shall be titled to the County. All such titles shall be received by and remain in the possession of the Fleet Manager and the Finance Department.
- 2) The following requirements shall apply to the registration and licensing of county vehicles:
 - a. Requests for license plates, titles, and license plate renewals shall be submitted to Fleet Manager. The Fleet Manager will obtain and forward license plates to the requesting department.
 - b. At the time of purchase or acquisition, all county vehicles shall be registered with the South Carolina Department of Motor Vehicles showing the county as the owner.
 - c. All county vehicles are to be registered through the Fleet Department regardless of how vehicles are acquired.
- 3) Identification decals on government license plates and only county identifying decals may be displayed on county vehicles, which include Beaufort County Seal and asset number. **This directive excludes BCSO, EMS, Airports and Fire Departments.**

J. Disposal of County Vehicles

- 1) Fleet Management shall develop disposal criteria for all county vehicles. The sale of all county vehicles that qualify for disposal, or assets declared to be excess to the county's needs, shall be conducted by the Purchasing and Finance policies under the authority of the Beaufort County Code of Ordinances. Fleet Management will determine whether a vehicle is past its cost-effective useful life or excess to the needs of the county before allowing its sale or disposal.
- 2) The following requirements shall apply to the disposal of county vehicles:
 - a. Departments may request to dispose of a county vehicle once the county vehicle has reached



- or exceeded the recommended minimum disposal.
- b. The Fleet Manager shall determine whether the vehicle meets the minimum disposal criteria by Purchasing and Finance policies that are under the authority of the Beaufort County Code of Ordinances.
 - c. Seals, decals, and other identification strips will be removed from vehicles before delivery for disposal.

K. Complaints

The County Fleet Manager is responsible for receiving complaints concerning the possible misuse of County Vehicles. The fleet Manager will obtain information concerning the circumstances of each incident and forward complaints to the controlling department for investigation. Departments receiving complaints not referred to from the Fleet Manager shall investigate each incident and forward a copy of the complaint summary and correspondence to the Fleet Manager.

L. State Fuel Cards

- 1) South Carolina state Fleet Manager administers the State Fuel Card System. Vendors are contracted by the procurement code with established pricing structures and supply requirements for county-owned fuelsites.
- 2) State Fuel Card purchases shall be made under the following restrictions:
 - a. Official state fuel cards issued by the Fleet Manager are valid for the purchase of fuel only.
 - b. State fuel card purchases shall be made by County employees and other authorized operators and cardholders. Use of the state fuel card to procure goods or services by unauthorized persons, to procure unauthorized goods or services by any person, or for the purchase of goods or services for privately owned vehicles is prohibited.
 - c. State fuel cards can be used at commercial outlets that accept the contracted fuel vendor's card and all state-owned fueling sites.
- 3) Authorized operators shall protect state fuel cards against loss or theft. Missing state fuel cards shall be reported immediately.
- 4) State Fuel Cards are issued to the asset.

M. Insurance

Departments will be responsible for the cost of county vehicle repairs resulting from accidents or shall absorb the cost of such repairs within the department's budget. Authorized operators who are not county employees will have insurance coverage.

N. Commuting and Personal Use

- 1) Commuting between home and a permanently assigned work location shall be the only authorized personal use of a county vehicle. The exception is if a stop is made on the route to and from home and work.
- 2) Only county employees may commute in a county vehicle unless specifically authorized by the department head.

O. Identification - This directive excludes BCSO, EMS, Airports and Fire Departments.

- 1) Unless specifically exempted by Fleet Management, all county vehicles shall carry the county government license plates and display the county logo. Beaufort County Fleet Management will install and remove all decals. Decals that become unrecognizable or unsightly shall be replaced by the



owning department through Beaufort County Fleet Management.

- 2) Identification requirements shall not apply to County vehicles operated by law enforcement officers involved in undercover law enforcement if the investigation or the investigator would be jeopardized if identified. The fleet manager will consult with the BCSO to determine which vehicles shall be exempt. No vehicle is exempt unless Fleet Management has made an exemption determination in writing.
- 3) Identification exemptions involving vehicles not used in undercover law enforcement work shall not be granted unless it can be shown that an identified vehicle would substantially hinder the department's ability to fulfill its mission or impair the privacy of the client being served.

P. Vehicle Telematics and Tracking Devices

- 1) County vehicles may be equipped with vehicle telematics or automatic tracking devices. Information from these devices will assist the county to ensure efficient vehicle operation. Items such as mechanical codes, speed, mileage, idle times, utilization, and routing will be monitored.
- 2) Tampering with or removing vehicle telematics, GPS tracking device, or component thereof from a county vehicle is strictly prohibited.
- 3) **BCSO is exempt. (Fleet Management recommends having GPS installed on vehicles that are not undercover.)**
- 4) Department Heads will be issued GPS and Fleet Management software credentials.

Q. Vehicle Minimum Utilization

- 1) Fleet Management will establish minimum mileage utilization requirements for county vehicles by APWA/and or GSA requirements and ensure that county vehicles are used in the most cost-effective manner possible. Vehicles not meeting minimum mileage utilization requirements are subject to be returned to Fleet Management or disposed of as directed by Fleet Manager.
- 2) Fleet Management will analyze department utilization data to determine if the department possesses vehicles that do not meet established utilization criteria. If such vehicles are discovered Fleet Management will advise the department to take management action (reassignment, pooling, sale, etc.).
- 3) Fleet Management may grant exemptions to retain a county vehicle that does not meet the minimum mileage utilization requirements. A department can provide Fleet Management with justification for the need for a vehicle that does not meet minimum utilization requirements based on the unique use of the county vehicle.

II. Fleet Maintenance Program

Maintenance will include an inspection, lubrication, alignment, cleaning, and testing of components. Maintenance will be performed in two ways:

- (1) Scheduled, which is called preventative maintenance (PM); or
- (2) Unscheduled, which is a breakdown or unscheduled maintenance.

A. Fleet Maintenance

- 1) Departments will conduct basic operator weekly preventive maintenance inspections that include the following:
 - Walk around the vehicle looking for deficiencies.
 - Tire
 - Lights
 - Fluids
 - Mirrors



- Instruments
 - Insurance Card
 - Registration Card
- 2) Departments will make an appointment with Central Garage for Preventive Maintenance.
 - 3) Fleet Management will develop criteria to be used by departments in implementing various maintenance programs and preventative maintenance schedules.
 - 4) Fleet Management will indicate all maintenance costs incurred by each vehicle for each department. This information will be available upon request, from Fleet management. Fleet management will process and code vehicle repairs, maintenance, and fuel according to criteria published by Finance excluding the BCSO.
 - 5) Departments with assigned vehicles are responsible for the cleanliness of the interior and exterior of their vehicles.

B. Priority

Beaufort County Fleet Management will prioritize maintenance cycles in the following:

- 1) Public Safety (BCSO, EMS)
- 2) Essential Services (Stormwater, Maintenance, etc.)
- 3) Preventive Maintenance (Scheduled)
- 4) Breakdown (Unscheduled)
- 5) Pass Due/ Missed Preventive Maintenance
- 6) Modifications

C. After Hours

The Fleet Manager can be reached on the Beaufort County Cell Phone. In the event of a breakdown or emergency, Beaufort County Fleet Management shall make provisions to handle the 24-hour, 365 days a year, emergency road service calls from its facility for Units identified During normal working hours, both emergency calls and towing shall receive service within two (2) hours of notification. Fleet Management will provide vehicles to all county departments as a rental service. The motor pool is designed to reduce fleet size and in return reduce any overhead cost on underutilized vehicles.

III. Fleet Safety Programs

A. Driver Qualifications and Screening

- 1) All authorized operators of county vehicles shall have a valid driver's license appropriate to the type of vehicle being operated as more particularly outlined in the Fleet Safety Program.
- 2) Criteria of the fleet safety program shall include procedures to screen the motor vehicle record (MVR) of all applicants for county employment, existing employees, and individuals who, because of their work, operate or are likely to operate a county vehicle. Restrictions shall be placed on the privilege of operating a county vehicle for those applicants, employees, and individuals whose MVR indicates a history of involvement in motor vehicle accidents, who have a considerable number of current violation points, or whose driver's licenses have been suspended by the South Carolina Department of Motor Vehicles or any other like governmental organization or agency, including those in other states that issue, suspend, or terminate the operator's driver's license.

B. Driver Education

- 1) Criteria of the fleet safety program shall include driver education requirements for authorized operators who must operate county vehicles by Risk Management. Such criteria shall, at a minimum, take into



consideration driving requirements associated with an employee or individual's job duties, an employee or individual's history of traffic violations or accidents involving the operation of county vehicles, and accident review board findings and recommendations.

- 2) Advance training shall apply to law enforcement officers. All law enforcement operators of county vehicles shall abide by statutes, regulations, and policy directives about the operation of authorized emergency and pursuit vehicles.

C. Compliance

- 1) County vehicles will have GPS and telematics tracking that measure:
 - a) Location
 - b) Speed
 - c) Harsh driving and Behaviors
 - d) Idling

D. Driving Practices and Maintenance

- 1) Wearing of Seat Belts
- 2) Authorized operators of county vehicles shall abide by all applicable state and federal laws, regulations, and policies while operating such county vehicles. All traffic signs, signals, and speed limits will be obeyed.
- 3) County vehicles shall be maintained by county vehicle maintenance policies and procedures to minimize the possibility of mechanical failure causing or contributing to vehicle accidents and preventable expenses.
- 4) County Vehicles will be locked when they are unoccupied and preferred in a well-lit area.
- 5) Refrain from engine idling unless job responsibilities require the vehicle to idle.

E. Handheld Electronic Devices

- 1) Drivers of county vehicles shall not operate cell phones, multi-media enabled smartphones, MP3 players, GPS devices, laptop computers, tablet computers, or other handheld electronic devices (an "electronic device") unless the electronic device is being operated via a hands-free mode or while the vehicle is in the park position and is being used solely for the conduct of official county business. Any use of an electronic device that is not hands-free, including but not limited to talking, reading, sending, or receiving text messages, or reading, sending, or receiving email messages, is prohibited while the vehicle is in drive or motion. Drivers are prohibited from watching the screen of an electronic device while operating a county vehicle unless the vehicle is in the park position. Radar detectors are prohibited.
- 2) Personnel who, as a part of their official duties, must use an electronic device other than as outlined in this directive and while operating a county vehicle, are required to have authorization from his or her department head or their designee, submitted to the Fleet Manager for review before the department approving. Nothing in this directive excuses the obligation to comply with applicable traffic laws.
- 3) An exception to this requirement is an emergency call placed to 911 for situations such as a fire, traffic accident, road hazard, or medical emergency. In such cases, the communication should be as short as reasonably necessary to communicate the nature of the emergency, location, etc.
- 4) Departments have the option to adopt supplemental electronic device use policies as they need or desire if such supplement is not less restrictive than this directive.

F. Eating and Drinking

- 1) Eating and Drinking are discouraged while driving a county vehicle.
- 2) Zero Tolerance for driving under the influence of alcohol, narcotics, or prescribed medication that



indicates that the driver is not to operate a vehicle or heavy machinery.

G. Safety Maintenance

- 1) County vehicles will be properly maintained to eliminate any preventable mechanical failures.
- 2) County Vehicles should be inspected before daily operations.
- 3) Vehicles that are hauling or pulling should check their load before moving vehicles.

H. Motor Vehicle Record (MVR)

- 1) Fleet Manager will recommend Human Resources request an MVR annually.
- 2) Operators are required to report any vehicle accidents and moving violations to their supervisors, including their vehicles.

I. Accident Reporting and Review

- 1) Authorized operators of county vehicles involved in an accident resulting in property damage, injury, or death shall give immediate notice of such accident to the appropriate local or state law enforcement authorities. The authorized operator shall, as soon as practical, report the accident to the Beaufort County Risk Manager by Accident Reporting Review Procedures. Any authorized operator involved in a collision with an unattended vehicle shall immediately stop, and to the best of his or her ability, locate and notify the operator of the unattended vehicle.
- 2) A Vehicle Accident Report form, including instructions, can be found at the back of this guide. Please keep a copy of the forms in the glove compartment of this vehicle. If you are involved in an accident, complete this form, and send it within 12 hours to the Beaufort County Risk Manager.

CONTACT OFFICE/TELEPHONE: Public Works —Beaufort County Fleet Management 843-225-6415

A-12 Beaufort County Fuel Card Policy

The purpose of this policy is to establish guidelines and procedures for the appropriate use of the South Carolina Fuel Card assigned to Beaufort County vehicles. This policy aims to ensure the efficient and responsible use of fuel cards while promoting compliance with contractual rates and authorized purchases.

Scope

This policy applies to all Beaufort County employees who have been authorized and issued a valid personal identification number (PIN) for the South Carolina Fuel Card WEX and COMDATA.

Guidelines

1. Fuel Card Usage:

- a. The South Carolina Fuel Card is assigned to each Beaufort County vehicle and is valid until 7/2024.
- b. The fuel card must be used for self-service fuel purchases at commercial retail sites displaying the Wright Express (WEX) logo, state-owned facilities, and Beaufort County back yard fuel sites.
- c. A list of WEX card accepting retail locations can be found at
- d. Fuel prices are based on contractual rates updated daily at <https://www.procurement.sc.gov/contracts/fuel> and Beaufort County is considered Zone 4.

**2. Cardholders:**

- a. Only Beaufort County employees with a valid PIN are authorized to use the South Carolina Fuel Card.
- b. The PIN is mandatory for card usage and should not be shared with anyone.
- c. If a PIN is required or forgotten, employees should contact Beaufort County Fleet Management.
- d. PIN request forms can be found on the Beaufort County SharePoint under County Forms.

3. Card Usage Procedure:

- a. Select a fuel facility that accepts WEX fuel cards. www.wexinc.com/accepting-locations, SCDOT sites and Beaufort County fuel sites
- b. Swipe the fuel card into the card reader on the pump.
- c. Enter the vehicle's current odometer reading when prompted.
- d. Enter the six-digit PIN when prompted.
- e. Fuel vehicles with unleaded fuel (unless high grade fuel is required) and collect the receipt after fueling is complete.
- f. If the fuel facility lacks a card reader, pump the fuel first, then present the fuel card for payment to the cashier inside the facility.
- g. Never agree to pre-pay for fuel; if pre-payment is required, locate a different fueling facility.

4. Authorized Card Purchases:

- a. Unleaded gasoline (87 octane).
- b. Diesel fuel for vehicles with diesel engines.
- c. Alternative fuels (E-85, E-10, or CNG) for vehicles and equipment required to operate on alternative fuels.

5. Unauthorized Card Purchases:

- a. High grade gasoline, unless required for the vehicle.
- b. Food/drink.
- c. Storage, tolls, parking, or repairs.
- d. Vehicle accessories not required for vehicle operation, such as floor mats or air fresheners.
- e. Any item, service, product, or purchase other than authorized fuel products, motor oil, or car wash services.
- f. Exterior and/or interior vehicle cleaning.

Non-Compliance

Failure to comply with this policy may result in disciplinary action in accordance with Beaufort County Employee Manual, including the revocation of fuel card privileges.



County Administration reserves the right to change all policies, benefits, procedures, and other information in this personnel handbook at any time.

-END OF PERSONNEL HANBOOK-



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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|---|
| ITEM TITLE: |
| Resolution for Commissioned Public Works Code Enforcement Officers |
| MEETING NAME AND DATE: |
| Public Facilities Committee Meeting – November 27, 2023 |
| PRESENTER INFORMATION: |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes) |
| ITEM BACKGROUND |
| N/A |
| PROJECT / ITEM NARRATIVE: |
| As the Lowcountry of South Carolina continues to experience litter pressures, Beaufort County recognizes the need for a stronger enforcement team for Solid Waste & Recycling Ordinance. |
| FISCAL IMPACT: |
| Fees collected by staff at Court will go back into the Solid Waste & Recycling Funds. Minimal expenditures to provide staff with ticket books and badges. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Approve the designation of Beaufort County Public Works Staff as enforcement officers to enforce Chapter 62 of the Beaufort County Code of Ordinances. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to designate Beaufort County Public Works staff as Public Works Code Enforcement Officers. Motion to deny the designation of Beaufort County Public Works Staff as Public Works Code Enforcement officers. (Next Step – Bring recommendation to County Council for approval) |

RESOLUTION 2023/

A RESOLUTION TO COMMISSION TWO PUBLIC WORKS ENFORCEMENT OFFICERS TO ENFORCE BEAUFORT COUNTY CONVENIENCE CENTERS AND ALL LITTER AND ENVIRONMENTAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED

WHEREAS, Beaufort County Council may appoint and commission as many litter control/enforcement officers as may be necessary for property security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Public Works Enforcement Officer has completed training and whatever certification may be necessary.

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

1: County Council hereby appoints and commissions the following individuals as Public Works Enforcement Officers for Beaufort County:

John “Bradley” Harriott - EMP# 10713, Beaufort County Public Works Enforcement Officer

Farie Riley- EMP# 11222, Beaufort County Public Works Enforcement Officer

2: Each Public Works Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate’s office prior to any official action as a Public Works Enforcement Officer.

ADOPTED, THIS ___ DAY OF November, 2023.

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: |
| RECOMMEND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS |
| MEETING NAME AND DATE: |
| PUBLIC FACILITIES AND SAFETY COMMITTEE – NOVEMBER 27, 2023 |
| PRESENTER INFORMATION: |
| Hank Amundson – Special Assistant to the County Administrator (10 mins.) |
| ITEM BACKGROUND: |
| Beaufort County, Town of Bluffton and BJWSA have been discussing/planning initiatives to address ways to stop the contamination of the May River for more than 7 years. <i>The Town of Bluffton and BJWSA have already approved this IGA.</i> |
| PROJECT / ITEM NARRATIVE: |
| <p>The joint goal of addressing sources of contamination in the May River has been a focus of local government councils and staff since as far back as 2014. Substandard and failing septic systems near the May River Watershed have been identified as sources of fecal coliform in the water. Areas of the May River are closed to harvesting, due this contamination.</p> <p>The Town of Bluffton and BJWSA has established priority areas and a plan of action to address areas as funding becomes available. This IGA addresses a specific priority area outside of the Town limits and in unincorporated Beaufort County, and is an area key to the health of the May River, as it is the headwaters and was identified as a high level contamination contributor.</p> <p>The total project cost is \$7,900,000. BJWSA made an application to the Rural Infrastructure Authority for grant funds under the SCIIP program; and was awarded funds in the amount of \$5,925,000. The Town and County propose to fund up to \$1,250,000 per entity for only those costs associated with the sewer project. BJWSA will solely fund the installation of water lines and connections, as water service is required. The “up-to” number is to provide for a contingency.</p> <p>Approval of this request will allow the immediate undertaking of final plans and construction of the project.</p> |
| FISCAL IMPACT: |
| THIS PROJECT WAS AN ORIGINAL ARPA PLANNED PROJECT. TOTAL FISCAL IMPACT \$1,250,000.00 |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| <i>Staff recommends approval</i> |
| OPTIONS FOR COUNCIL MOTION: |

MOTION TO APPROVE/DENY “RECOMMEND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS”

MOVE FORWARD TO COUNCIL FOR APPROVAL/ADOPTION ON DECEMBER 11, 2023

STATE OF SOUTH CAROLINA) **INTERGOVERNMENTAL JOINT FUNDING**
) **AGREEMENT**
 COUNTY OF BEAUFORT) **(Stoney Creek Sewer Expansion Project)**

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) is entered into with an effective date of _____, 2023, (the “*Effective Date*”) by and among (a) Beaufort County, a political subdivision of the State of South Carolina (the “*County*”), (b) the Town of Bluffton, a South Carolina municipal corporation (the “*Town*”), and (c) Beaufort Jasper Water Sewer Authority, a political subdivision and a special purpose district of the State of South Carolina (the “*Owner*” or “*BJWSA*”) (with the County, the Town, and BJWSA collectively referred to as the “*Parties*”).

WHEREAS, the Parties each recognize that failing septic systems can negatively impact public health, environmental health, quality of life, and economic growth; and

WHEREAS, the Parties have documented that chronic leaks from the Stoney Creek watershed area's septic tanks have emitted fecal coliform into the upstream portions of the May River, having negative environmental impacts on commercial fishing, shrimping and oystering, negative impacts on eco-tourism companies, and negative impacts on recreation and recreation-based businesses; and

WHEREAS, for many years, the Parties have employed various initiatives individually to achieve the goal of cleaner water and reduction in septic use including the Bluffton Town Council's adoption of the May River Watershed Action Plan in 2011 to serve as a guide in support of protecting the May River watershed and the May River Watershed Plan Advisory Committee in 2012 to provide specific recommendations for implementation; and

WHEREAS, the May River Watershed Action Plan identifies both the elimination of and proper maintenance of septic systems within the May River watershed as key strategies to protect water quality; and

WHEREAS, the Parties identified an opportunity to collaborate together on these shared objectives with funding through the South Carolina Infrastructure Investment Program (“*SCIIP*”) grant, a one-time initiative to improve water, wastewater and stormwater systems throughout the state using federal funds allocated by the 2021 American Rescue Plan Act (“*ARPA*”); and

WHEREAS, the SCIIP grant application identified this project as the May River Watershed Master Plan – Phase I: Stoney Creek-Palmetto Bluff Road Sewer Service Area (the “*Project*”) which was awarded to BJWSA in April 2023 as the Owner of the sewer system; and

WHEREAS, the original scope of the sewer project is defined in the SCIIP grant application, and included the installation of a new sewer system for an estimated 150 individual connections with capacity to accommodate an additional 50 connections as shown on the map; however, due to the increase in pricing since the time of the grant application, the parties have agreed to revise the scope of work for the sewer project to limit the total project cost to \$7.9 million, inclusive of work required to provide new public sewer service and work required for downstream sewer system improvements to accommodate the additional sewer flow from the priority project area in **Exhibit 1**; and

WHEREAS, the estimated construction cost of the sewer project as submitted in the SCIIP application was \$7,900,000, comprised of \$5,925,000 (75%) of SCIIP grant funding and \$1,975,000 (25%) local match detailed in **Exhibit 2**; and

WHEREAS, The SCIIP grant requires that local funds be used to pay for septic tank decommissioning and new sewer service connections on private property which shall be the responsibility of the Town and County **and therefore, the local funds shall be used to pay for the costs associated with those line items as set forth in Exhibit 2 prior to the local funds being used for any additional portion of the project; and**

WHEREAS, the Town and County agree to forego their right to receive capacity credits for the cost of sewer infrastructure associated with this project in exchange for BJWSA waiving the sewer capacity fee charges for any parcel connecting to sewer as part of this project in the priority areas identified in **Exhibit 1**; and

WHEREAS, the SCIIP grant funding does not cover the water portion of the project and BJWSA will be responsible for all costs and fees associated with the water project and connections for the parcels connecting to sewer, which is estimated to be approximately \$3,300,000; and

WHEREAS, due to the disparity in the financial responsibility of the Parties as set forth above, the Parties understand that BJWSA may apply for other State and Federal grants, including but not limited to unspent SCIIP grant funds, but that the ability of BJWSA to secure satisfactory grant funding for the Project shall not constitute a condition precedent to or a mandatory requirement of the Parties' obligations hereto; and

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

Section 1 Roles and Responsibilities.

- a. BJWSA shall be the sole Owner of the infrastructure associated with the Project.
- b. BJWSA shall serve as the project manager. As the project manager, BJWSA shall manage the milestone schedule, the major elements of which include final engineered design, permitting, fully executing rights-of-way (temporary or permanent easements as needed), construction, and conducting testing and acceptance of the work. BJWSA shall use sound project management techniques in an effort to keep the Project on time and within budget.
- c. BJWSA shall seek any and all necessary easements in their name as Owner.
- d. BJWSA shall serve as the grant administrator, providing timely reports and retaining records as required by the grant terms and conditions.
- e. The Parties shall jointly provide community outreach and marketing of the Project to property owners and others within the Project area. As part of those efforts, the Town shall promptly provide the County and/or BJWSA with any relevant support materials reasonably requested to market the Project.
- f. The primary function of the County and the Town is to provide timely financial support for the Project and, to the extent permitted by law, to assist BJWSA in the community outreach and marketing for the Project. The non-grant expenditures and overages for the Project shall be split equally by the County and the Town.
- g. At the time it becomes aware of any potential schedule or cost overruns, or to any other material change required to the terms of this Agreement that pertains to the Project, BJWSA shall notify

the other Parties to obtain consent for a change order and/or a written amendment to this Agreement. All proposed or actual changes to the scope or any other increase to the Project budget are contingent upon approval and provision of funding for those increases by the governing bodies of the Town and the County.

- h. Any change orders to the design of the Project must be approved by the Town of Bluffton and Beaufort County within 15 days of receipt of the change order, provided such change orders are reasonably necessary for the completion of the Project.
- i. Sections 2.1.3 and 2.1.4 of the BJWSA's Sewer Use Regulation require the owner(s) of any house, building, trailer/mobile home/recreational vehicle, or property available for human occupancy, employment, recreation or other purpose that is located within 300 feet of any street, alley, or right-of-way in which there is public conventional sewer to connect to said sewer within sixty (60) days of the completion of the Project. The SCIIP grant requires that local funds be used to pay for septic tank decommissioning and new sewer service connections on private property, which shall be the responsibility of the Town and County as included and detailed in the budget cost estimate in **Exhibit 2**; provided, however, in the event that the costs associated with septic tank decommissioning and new sewer service connections exceeds those amounts detailed in the budget cost estimate, such excess amounts must be approved by the Parties in accordance with Section 1(g) of this Agreement.

Section 2 Financial Reconciliation.

- a. In its role as project manager, BJWSA shall have privity of contract with and supervision of all third-party vendors performing work on the Project.
- b. At BJWSA's discretion but not more often than once a quarter, the Parties shall reconcile expenditures incurred and paid by BJWSA for the Project by comparing actual costs to the budgeted costs. Costs shall not include BJWSA employee hours. All third-party expenditures must be directly related to the Project.
- c. Upon RIA's approval of the construction contract, the County and the Town shall remit their share of the matching funds required for the sewer portion of project to BJWSA by and through a check made payable to the Tupper, Grimsley, Dean and Canaday escrow account within ten (10) days after notice of the approval.
- d. The Parties recognize that Section 2.1.5 of BJWSA's Sewer Use Regulations provides that any property connected to BJWSA's wastewater system should also be connected to BJWSA's water system. Any direct or indirect costs incurred by the Parties in furtherance of this Project that may be attributable, in whole or in part, to the expansion, maintenance, or development of BJWSA's water system in the Project area shall be the sole and absolute financial responsibility of BJWSA and neither the Town nor the County shall be obligated to contribute financially to the same.
- e. Any disputes with regard to the expenditures related to the sewer portion of the project that cannot be resolved shall be submitted to mediation with a South Carolina Certified Mediator chosen by the Parties. In the event that the Parties cannot agree to such person, the Parties will submit the request to the Chief Administrative Judge for the Circuit Court of Beaufort County to designate a mediator to conduct the mediation. Mediation shall be non-binding.

Section 3 Schedule.

- a. The terms of the SCIIP grant require that all funds be committed by 12/31/2024 and expended by 06/01/2026.
- b. The SCIIP grant application projected the major milestone completion dates required to achieve the funds committed date and funds expended date. That schedule is: notice to proceed issued to design engineer October 2, 2023; final design complete, including obtaining all permits and easements by 10/1/2024; construction solicitation/advertise for bids/notice of award complete by 1/1/2025; construction start by 1/1/2025; construction complete by 5/1/2026. As project manager, BJWSA will finalize a more detailed project schedule and attach to this IGA as **Exhibit 3**, which shall be updated from time to time.
- c. As project manager, BJWSA will make every reasonable effort to adhere to the schedule, however the Parties acknowledge that there may be unforeseen circumstances, material availability issues, or other issues outside of BJWSA's control which may extend the schedule.
- d. All parties understand that the time limitations associated with the sewer project under the SCIIP grant schedule may result in a different completion date for the water project.

Section 4 General Provisions.

- a. The term of this Agreement shall be through 12/31/2026 or whenever the Project is finished, whichever is later. Termination of the Agreement in whole may only occur by an agreement by all the Parties.
- b. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without prior written consent of the Parties.
- c. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Agreement.
- g. All notices required under this Agreement shall be in writing via US registered mail or via email with confirmation of delivery receipt.
- h. The recitals contained herein above and the exhibits attached hereto are hereby incorporated within this Agreement so that their contents are made a substantive part hereof.
- i.

[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Intergovernmental Agreement.

WITNESS: BEAUFORT JASPER WATER SEWER AUTHORITY

By: _____
Verna Arnette, General Manager

WITNESS: BEAUFORT COUNTY

By: _____
John Robinson, Beaufort County Administrator

WITNESS: TOWN OF BLUFFTON

By: _____
Stephen Steese, Town Manager

EXHIBIT 1 MAP OF PROJECT AREA

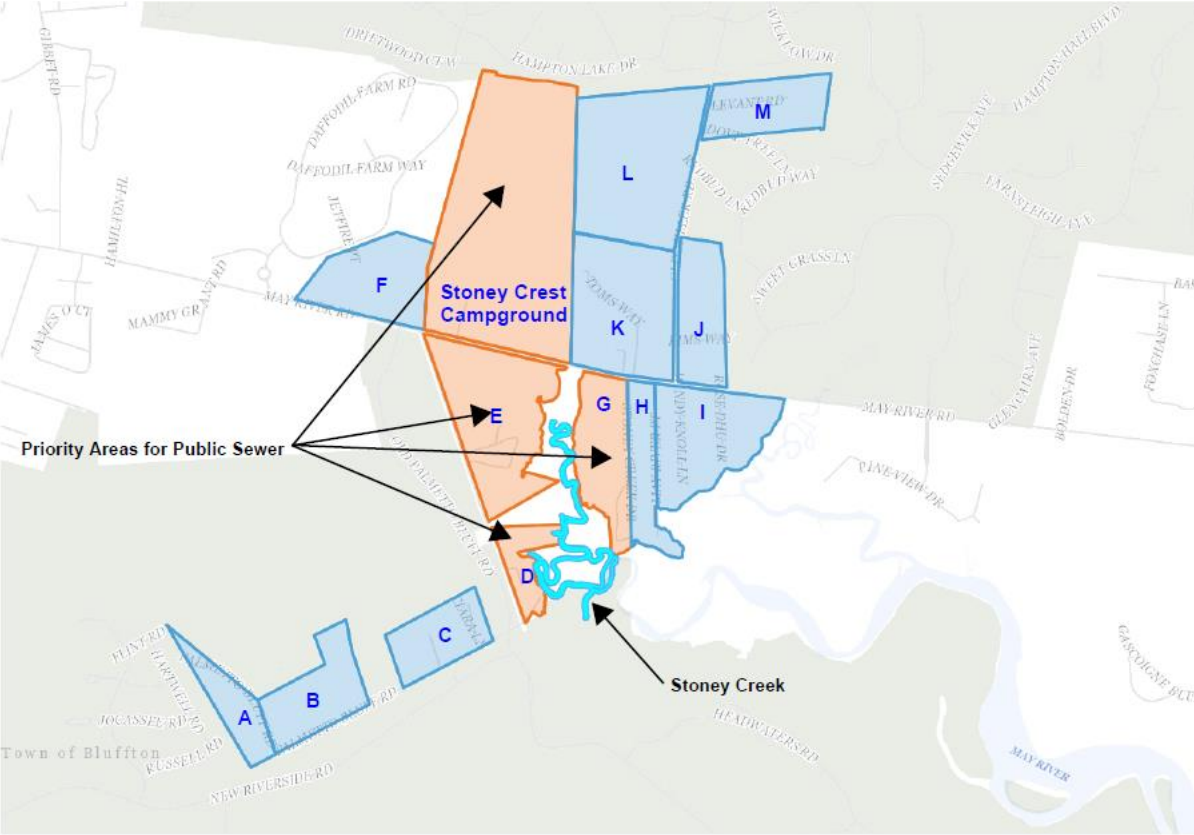


EXHIBIT 2

| <u>LOW PRESSURE GRINDER BUDGET COST ESTIMATE</u> | | | | | |
|---|--|-------------------|--------------------|-------------------------|------------------------------|
| MAY RIVER WATERSHED SEWER IMPROVEMENTS | | | | | |
| October 9, 2023 | | | | | |
| <u>Item No.</u> | <u>Description</u> | <u>QTY</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Cost Extension</u> |
| AREA 1 | | | | | |
| 1 | Grinder Pump Station Install at Campground | 1 | EA | \$50,000 | \$50,000 |
| 2 | Grinder Pump Station Install at Parcels | 12 | EA | \$10,000 | \$120,000 |
| 3 | Decommission Septic Tanks (<i>demolish septic tank, install new service lateral to structure</i>) | 12 | EA | \$5,000 | \$60,000 |
| 4 | 3" Conveyance Force Main to MH CP 100-055A | 6,900 | LF | \$35 | \$241,500 |
| 5 | 3" Conveyance Force Main - HDD Across Stoney Creek | 1,000 | LF | \$65 | \$65,000 |
| 6 | Connect 3" Force Main to MH CP 100-055A | 1 | EA | \$4,000 | \$4,000 |
| 7 | Inline 3" Air Release Valves and Manhole (<i>assume every 1000'</i>) | 8 | EA | \$5,000 | \$40,000 |
| 8 | 2" Collection Force Main | 0 | LF | \$30 | \$0 |
| 9 | Inline 2" Air Release Valves and Manhole (<i>assume every 1000'</i>) | 0 | EA | \$5,000 | \$0 |
| 10 | Clearing / Grubbing (<i>FM Length x 5 feet wide clear/grub area adjacent to roadway</i>) | 34,500 | SF | \$15 | \$517,500 |
| 11 | Dirt Road Restoration | 0 | LF | | |
| 12 | Dirt Road Restoration - Regrade Entire Road (<i>15 feet wide road</i>) | 0 | SF | \$1 | \$0 |
| 13 | Dirt Road Restoration - Clean Fill / Scrapped w/ V-Ditch (<i>5 feet wide</i>) | 0 | SF | \$15 | \$0 |
| 14 | Dirt Road Restoration - Undistributed Backfill (<i>25% Pipe Length x 5 feet wide x 3 feet deep</i>) | 0 | CY | \$24 | \$0 |
| 15 | Engineered Backfill/Compacted Subgrade (<i>10% of Line 19</i>) | 0 | CY | \$40 | \$0 |
| 16 | Flowable Fill in lieu of Compacted Subgrade | 50 | CY | \$203 | \$10,125 |
| 17 | Open Cut & Patch Asphalt per SCDOT Regulations (<i>30% of FM length x 10 ft width = pavement impact</i>) | 20,700 | SF | \$25 | \$517,500 |
| 18 | Asphalt Overlay per SCDOT Regulations (<i>30% of FM length x 10 ft width = pavement impact</i>) | 20,700 | SF | \$10 | \$207,000 |
| 19 | Downstream Sewer Improvements (<i>new pumps and wet well addition to CP 100</i>) | 1 | EA | \$750,000 | \$750,000 |

| | |
|---------------------------------------|--------------------|
| AREA I - Construction Subtotal | \$2,582,625 |
|---------------------------------------|--------------------|

| AREA 2 | | | | | |
|---------------------------------------|---|--------|----|-----------|--------------------|
| 1 | Grinder Pump Station Install at Parcels | 41 | EA | \$10,000 | \$410,000 |
| 2 | Decommission Septic Tanks (<i>demolish septic tank, install new service lateral to structure</i>) | 41 | EA | \$5,000 | \$205,000 |
| 3 | 3" Conveyance Force Main to Stoney Crest Campground | 5,500 | LF | \$35 | \$192,500 |
| 4 | Inline 3" Air Release Valves and Manhole (<i>assume every 1000'</i>) | 6 | EA | \$5,000 | \$30,000 |
| 5 | 2" Collection Force Main | 3,200 | LF | \$30 | \$96,000 |
| 6 | Inline 2" Air Release Valves and Manhole (<i>assume every 1000'</i>) | 4 | EA | \$5,000 | \$20,000 |
| 7 | Clearing / Grubbing (<i>FM Length x 5 feet wide clear/grub area adjacent to roadway</i>) | 43,500 | SF | \$15 | \$652,500 |
| 8 | Dirt Road Restoration | 3,200 | LF | | \$0 |
| 9 | Dirt Road Restoration - Regrade Entire Road (<i>15 feet wide road</i>) | 48,000 | SF | \$1 | \$48,000 |
| 10 | Dirt Road Restoration - Clean Fill / Scrapped w/ V-Ditch (<i>5 feet wide</i>) | 16,000 | SF | \$15 | \$240,000 |
| 11 | Dirt Road Restoration - Undistributed Backfill (<i>25% Pipe Length x 5 feet wide x 3 feet deep</i>) | 12,000 | CY | \$24 | \$288,000 |
| 12 | Engineered Backfill/Compacted Subgrade (<i>10% of Line 14</i>) | 1,200 | CY | \$40 | \$48,000 |
| 13 | Flowable Fill in lieu of Compacted Subgrade | 50 | CY | \$203 | \$10,125 |
| 14 | Downstream Sewer Improvements (see Phase I) | 0 | EA | \$370,000 | \$0 |
| AREA 2 - Construction Subtotal | | | | | \$2,240,125 |

| AREA 3 | | | | | |
|---------------|---|--------|----|----------|-----------|
| 1 | Grinder Pump Station Install at Parcels | 6 | EA | \$10,000 | \$60,000 |
| 2 | Decommission Septic Tanks (<i>demolish septic tank, install new service lateral to structure</i>) | 6 | EA | \$5,000 | \$30,000 |
| 3 | 2" Collection Force Main | 2,300 | LF | \$30 | \$69,000 |
| 4 | Inline 2" Air Release Valves and Manhole (<i>assume every 1000'</i>) | 3 | EA | \$5,000 | \$15,000 |
| 5 | Clearing / Grubbing (<i>FM Length x 5 feet wide clear/grub area adjacent to roadway</i>) | 11,500 | SF | \$15 | \$172,500 |
| 6 | Dirt Road Restoration | 2,300 | LF | | |

| | | | | | |
|--|--|--------|------|-----------|--------------------|
| 7 | Dirt Road Restoration - Regrade Entire Road (15 feet wide road) | 34,500 | SF | \$1 | \$34,500 |
| 8 | Dirt Road Restoration - Clean Fill / Scrapped w/ V-Ditch (5 feet wide) | 11,500 | SF | \$15 | \$172,500 |
| 9 | Dirt Road Restoration - Undistributed Backfill (25% Pipe Length x 5 feet wide x 3 feet deep) | 8,625 | CY | \$24 | \$207,000 |
| 10 | Engineered Backfill/Compacted Subgrade (10% of Line 12) | 863 | CY | \$40 | \$34,500 |
| 11 | Flowable Fill in lieu of Compacted Subgrade | 50 | CY | \$203 | \$10,125 |
| 12 | Downstream Sewer Improvements (See Phase I) | 0 | EA | \$370,000 | \$0 |
| AREA 3 - Construction Subtotal | | | | | \$805,125 |
| | | | | | \$5,627,875 |
| CONSTRUCTION SUB TOTAL = AREA 1 + AREA 2 + AREA 3 | | | | | |
| A | General Conditions & Mob/Demob (5%) | | | | \$281,394 |
| B | Construction Contingency (10%) | | | | \$562,788 |
| C | Professional Fees (20%) | | | | \$1,125,575 |
| E | Total Pipe Length | 18,900 | LF | | |
| F | Easements (full pipe length x 15 foot width) | 6.51 | Acre | \$50,000 | \$325,413 |
| G | Fee Simple Purchase (0.5 Acre at Stoney Crest Plantation Campground and access road) | 0.50 | Acre | \$50,000 | \$25,000 |
| TOTAL PROJECT COST - AREA 1 + AREA 2 + AREA 3 | | | | | \$7,948,044 |

EXHIBIT 3**Table 2: Proposed Project Schedule**

| Task | Anticipated Time |
|---|-------------------------|
| BJWSA ISSUES NOTICE TO PROCEED FOR DESIGN SERVICES | 12/1/2023 |
| KICKOFF MEETING WITH BJWSA | 12/4/2023 |
| SURVEY COMPLETE | 2/02/2024 |
| 30% - PROJECT DESIGN | 4/5/2024 |
| 60% - PROJECT DESIGN | 7/12/2024 |
| 90% - PROJECT DESIGN | 10/18/2024 |
| LAND ACQUISITION COMPLETE | 11/8/2024 |
| PERMITTING COMPLETE | 11/8/2024 |
| 100% - PROJECT DESIGN | 11/15/2024 |
| BID ADVERTISE DATE | 12/6/2024 |
| BID OPEN DATE | 1/10/2025 |
| BJWSA ISSUES NOTICE TO PROCEED FOR CONSTRUCTION | 2/3/2025 |
| CONSTRUCTION SUBSTANTIAL COMPLETION/PUNCHLST | 4/1/2026 |
| PUNCHLIST ITEMS COMPLETE | 5/1/2026 |
| RECEIVE AND PROCESS FINAL CONTRACTOR PAYMENT | 5/15/2026 |
| COMPLETE CLOSEOUT WITH RIA | 6/1/2026 |

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE TOWN OF BLUFFTON AND BEAUFORT JASPER WATER SEWER AUTHORITY (THE PARTIES), FOR THE JOINT FUNDING OF THE STONEY CREEK SEWER EXPANSION PROJECT.

WHEREAS, Beaufort County has received American Rescue Plan Act (ARPA) funds and County Council has allocated funds for the purpose of undertaking or funding water & sewer projects in Ordinance 2022/06; and

WHEREAS, Beaufort County (County), the Town of Bluffton (Town), and Beaufort-Jasper Water Sewer Authority (BJWSA) have recognized that failing septic systems negatively impact public health, environmental health, quality of life, and economic growth; and

WHEREAS, the Parties have documented that chronic leaks from the Stoney Creek watershed area’s septic tanks have emitted fecal coliform into the headwaters of the May River, negatively impacting the environment, commercial fishing, shrimping, oystering operations, eco-tourism, recreation, and public health; and

WHEREAS, the Parties applied for and received a South Carolina Infrastructure Investment Program ("SCIIP") grant in the amount of \$5,925,000 from the South Carolina Rural Infrastructure Authority’ for the project in 2023. The project application detailed the target of the Stoney Creek watershed area to fund the system expansion and up to 200 individual connections to the new sewer while decommissioning existing and failing septic tanks; and

WHEREAS, the grant is to cover approximately 75% of the estimated costs of the project and requires the 25% match and overages to be provided by the Parties; and

WHEREAS, the County’s contribution would be a maximum of \$1,250,000.00; and

WHEREAS, the Parties desire to enter into a mutually beneficial agreement to address the scope of the project, the schedule, the budget, and the allocation of cost sharing attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into an Intergovernmental Agreement for the Stoney Creek Sewer Expansion Project.

DONE this 11th day of December, 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk To Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| Recommend Approval of a Resolution Repealing and Replacing Council's Rules and Procedures |
| MEETING NAME AND DATE: |
| Finance, Administration, and Economic Development Committee |
| PRESENTER INFORMATION: |
| Chairman Joseph Passiment |
| ITEM BACKGROUND: |
| Council has spent the past several years preparing comprehensive revisions to its Rules and Procedures. The currently draft was provided to Council previously. It is now coming forward for adoption by resolution. |
| PROJECT / ITEM NARRATIVE: |
| See above |
| FISCAL IMPACT: |
| None |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Not Applicable |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve the Resolution Repealing and Replacing Council's Rules and Procedures as presented, modify the Rules and Procedures as presented, reject them as presented, or take no action. |

RESOLUTION 2023/_____**A RESOLUTION REPEALING AND REPLACING
THE RULES AND PROCEDURES OF
BEAUFORT COUNTY COUNCIL**

WHEREAS, South Carolina Code of Laws, Section 4-9-110 provides that Council shall determine its own rules and order of business; and

WHEREAS, on September 25, 1989, Beaufort County Council first adopted the Rules and Procedures of Beaufort County Council; and

WHEREAS, the Rules and Procedures which were originally adopted on September 25, 1989 have been amended, in piecemeal fashion, many times over the years since 1989; and

WHEREAS, Council has devoted many hours and much effort to reviewing and revising, in a comprehensive manner, its Rules and Procedures over the past several years and believes that the Rules and Procedures which are attached hereto as Exhibit “A” accurately restate and set forth the rules it wishes to follow and the manner in which Council wishes to conduct its business.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council does hereby repeal the Rules and Procedures of Beaufort County Council which were originally adopted in 1989 and which have been amended to date and replaces them with the Rules and Procedures as set forth in Exhibit “A”.

ADOPTED this _____ day of _____, 2023.

BEAUFORT COUNTY COUNCIL

Joseph Passiment, Chairman

ATTEST:

Sarah Brock,
Clerk to Council

County Council of Beaufort County

2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE

Item 28.

| January 2024 | | | | | | |
|--------------|-----------|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| January | | |
|----------------|--------|--|
| 01/08/24 (Mon) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 01/08/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |
| 01/16/24 (Tue) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 01/22/24 (Mon) | 3:00PM | PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 01/22/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |

Chairman Passiment

Council Member Brown

| February 2024 | | | | | | |
|---------------|-----------|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | | | |

| February | | |
|-----------------|--------|--|
| 02/06/24 (Tue) | 9:00AM | COUNTY COUNCIL RETREAT |
| 02/12/24 (Mon) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 02/12/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |
| 02/20/24 (Tue) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 02/26/24 (Mon) | 3:00PM | PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 02/26/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |

Council Member Tabernil

Vice-Chair McElynn

| March 2024 | | | | | | |
|------------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| March | | |
|----------------|--------|--|
| 03/11/24 (Mon) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 03/11/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |
| 03/18/24 (Mon) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 03/25/24 (Mon) | 3:00PM | PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 03/25/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |

Council Member Dawson

Council Member Howard

| April 2024 | | | | | | |
|------------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| April | | |
|----------------|--------|--|
| 04/08/24 (Mon) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 04/08/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |
| 04/15/24 (Mon) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 04/22/24 (Mon) | 3:00PM | PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 04/22/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |

Council Member Glover

Chairman Passiment

| May 2024 | | | | | | |
|----------|----|---|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |

| May | | |
|----------------|--------|--|
| 05/13/24 (Mon) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 05/13/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING |
| 05/20/24 (Mon) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |

Council Member

County Council of Beaufort County

2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE

Item 28.

| | | | | | | |
|----|----|----|----|----|----|----|
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

05/28/24 (Tue) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 05/28/24 (Tue) 5:00PM COUNTY COUNCIL MEETING

Council Member Tabernil

| June 2024 | | | | | | |
|-----------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

June

06/10/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 06/10/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 06/17/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 06/24/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 06/24/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

Vice-Chair McElynn

Council Member Dawson

| July 2024 | | | | | | |
|-----------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

July

07/08/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 07/08/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 07/15/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 07/22/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 07/22/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

Council Member Howard

Council Member Glover

| August 2024 | | | | | | |
|-------------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

August

08/12/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 08/12/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 08/19/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 08/26/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 08/26/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

Chairman Passiment

Council Member Brown

| September 2024 | | | | | | |
|----------------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

September

09/09/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 09/09/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 09/16/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 09/23/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 09/23/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

Council Member Tabernil

Vice-Chair McElynn

County Council of Beaufort County

2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE

Item 28.

| October 2024 | | | | | | |
|--------------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| October | | | |
|----------------|--------|--|-----------------------|
| 10/14/24 (Mon) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING | |
| 10/14/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING | Council Member Dawson |
| 10/21/24 (Mon) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING | |
| 10/28/24 (Mon) | 3:00PM | PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING | |
| 10/28/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING | Council Member Howard |

| November 2024 | | | | | | |
|---------------|-----------|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| November | | | |
|----------------|--------|--|-----------------------|
| 11/12/24 (Tue) | 3:00PM | COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING | |
| 11/12/24 (Tue) | 5:00PM | COUNTY COUNCIL MEETING | Council Member Glover |
| 11/18/24 (Mon) | 3:00PM | FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING | |
| 11/25/24 (Mon) | 3:00PM | PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING | |
| 11/25/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING | Chairman Passiment |

| December 2024 | | | | | | |
|---------------|----|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| December | | | |
|----------------|--------|------------------------|--|
| 12/09/24 (Mon) | 5:00PM | COUNTY COUNCIL MEETING | |

2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE

| January 2024 | | | | | | |
|--------------|-----------|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| January | |
|----------------|---|
| 01/08/24 (Mon) | 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 01/08/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |
| 01/16/24 (Tue) | 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 01/22/24 (Mon) | 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 01/22/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |

| February 2024 | | | | | | |
|---------------|-----------|----|----|----|----|----|
| M | Tu | W | Th | F | Sa | Su |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
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| February | |
|----------------|---|
| 02/06/24 (Tue) | 9:00AM COUNTY COUNCIL RETREAT |
| 02/12/24 (Mon) | 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 02/12/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |
| 02/20/24 (Tue) | 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 02/26/24 (Mon) | 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 02/26/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |

| March 2024 | | | | | | |
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| March | |
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| 03/11/24 (Mon) | 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 03/11/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |
| 03/18/24 (Mon) | 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 03/25/24 (Mon) | 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 03/25/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |

| April 2024 | | | | | | |
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| April | |
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| 04/08/24 (Mon) | 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 04/08/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |
| 04/15/24 (Mon) | 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING |
| 04/22/24 (Mon) | 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING |
| 04/22/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |

| May 2024 | | | | | | |
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| May | |
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| 05/13/24 (Mon) | 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING |
| 05/13/24 (Mon) | 5:00PM COUNTY COUNCIL MEETING |

County Council of Beaufort County

Item 28.

2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE

| | | | | | | |
|-----------|-----------|----|----|----|----|----|
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- 05/20/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
- 05/28/24 (Tue) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
- 05/28/24 (Tue) 5:00PM COUNTY COUNCIL MEETING

| June 2024 | | | | | | |
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- ### June
- 06/10/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 - 06/10/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 - 06/17/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 - 06/24/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 - 06/24/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

| July 2024 | | | | | | |
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- ### July
- 07/08/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

| August 2024 | | | | | | |
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- ### August
- 08/12/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 - 08/12/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 - 08/19/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 - 08/26/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING

| September 2024 | | | | | | |
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- ### September
- 09/09/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 - 09/09/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 - 09/16/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 - 09/23/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 - 09/23/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

County Council of Beaufort County

2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE

Item 28.

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| October 2024 | | | | | | |
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October

10/14/24 (Mon) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 10/14/24 (Mon) 5:00PM COUNTY COUNCIL MEETING
 10/21/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 10/28/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING
 10/28/24 (Mon) 5:00PM COUNTY COUNCIL MEETING

| November 2024 | | | | | | |
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November

11/12/24 (Tue) 3:00PM COMMUNITY SERVICES AND LAND USE COMMITTEE MEETING
 11/12/24 (Tue) 5:00PM COUNTY COUNCIL MEETING
 11/18/24 (Mon) 3:00PM FINANCE, ADMINISTRATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING
 11/25/24 (Mon) 3:00PM PUBLIC FACILITIES AND SAFETY COMMITTEE MEETING

| December 2024 | | | | | | |
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December

12/09/24 (Mon) 5:00PM COUNTY COUNCIL MEETING



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| RECOMMEND APPROVAL OF AN RFQ TO SOLICIT RESUMES AND QUALIFICATIONS FROM EXECUTIVE SEARCH FIRMS TO ASSIST IN THE RECRUITMENT AND SELECTION OF A COUNTY ADMINISTRATOR |
| MEETING NAME AND DATE: |
| County Council – December 11, 2023 |
| PRESENTER INFORMATION: |
| Thomas J. Keaveny, II – County Attorney Dave Thomas – Procurement Director |
| ITEM BACKGROUND: |
| County Council wishes to begin the process of selecting the next County Administrator for Beaufort County. Retention of an executive search firm to help the county in this process is essential. Beaufort County’s procurement code requires the County to advertise for these services. |
| PROJECT / ITEM NARRATIVE: |
| The RFQ seeks to solicit resumes from firms who have real success in recruiting executive level personnel for state and local governments. It requires firms that respond to the RFQ to provide Council with information about the background and qualifications of the firm, information about the identity and qualifications of firm members who will be assigned to this project, information about placements the firm has achieved, and information about the methods and process the firm will use in completing this project for Council. Responding firms will be evaluated based on this information (see Exhibit C to the RFQ). The RFQ does <i>not</i> ask firms to bid on the project (i.e., submit a proposed contract price) because selection will be based on qualifications not price. Price will be negotiated once Council has selected the top firms. |
| FISCAL IMPACT: |
| The projected fiscal impact will be determined during the firm selection process. By way of information only, Council contracted with GovHR to recruit Gary Kubic’s successor in March 2018. The value of that contract was \$22,500 with a not to exceed cost of \$25,000. Funding for the contract will come from Council’s contingency fund. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends Council approve the proposed RFQ |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve the RFQ as submitted, motion to amend the RFQ as submitted, no motion. |

REQUEST FOR QUALIFICATIONS

Executive Search Firm for Beaufort County Administrator

RFQ #



Prepared by: Beaufort County Procurement Services

Dated:

Qualification Due Date:



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

QUALIFICATION NOTICE NO.

CLOSING DATE AND TIME:

QUALIFICATION TITLE: Executive Search Firm for Beaufort County Administrator

You are invited to submit a Qualification Statement, in accordance with the requirements of this solicitation which are contained herein.

In order for your Qualification Statement to be considered, it must be submitted to the Procurement Services Department through Vendor Registry no later than **DATE**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFQ received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any Qualification shall not be public information until after the contract award is made; therefore, the public is not invited to the Qualification closing.

The Qualification must be signed by an official authorized to bind the Firm. **Qualifications must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register your company. This will allow you to submit your RFQ electronically.**

All submittals (see Submission Requirements) received in response to this Request for Qualifications will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFQ. If the best Qualification respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a Qualification, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all Qualifications received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
 Procurement Services Director
 (843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, Qualifications, and Qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your Qualification through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Qualifications will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFQ document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly. The firm name should also be in the file name. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including Procurement Services of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843-255-2304 Telephone · E-mail: dthomas@bcgov.net

Project Purpose

Beaufort County is initiating this Request for Qualifications (RFQ) to solicit Qualifications from qualified firms or consultants interested in serving as consultant to Beaufort County Council in the recruitment and hiring for the County Administrator of Beaufort County. The Qualification should provide the firm's experience, successes, as well as the approach, method and project requirements/tasks necessary to completely execute all aspects of a comprehensive and inclusive search process.

Background – Beaufort County Government

Beaufort County government exists to serve the people of Beaufort County in a cost-effective manner, so all citizens may enjoy and appreciate a protected quality of life, natural and developed resources in a coastal environment, a diverse heritage, and economic well-being. Beaufort County is the fastest growing county in the state. Beaufort and Hilton Head are its principal population centers. The County has a permanent population of 190,000+. The County employs approximately 1500 full-time employees and has an annual operating budget of approximately \$143 million.

Minimum Qualifications

The firm must have a minimum of 5 years demonstrated experience in conducting national and regional searches for executive level personnel for state and local government; skill in working with a wide range of constituencies and stakeholders in developing consensus and facilitation of public forums; recruitment of candidates and overall management of public search processes. Successful experience with executive placement in local government is required.

Period of Performance

The period of performance of any contract resulting from this RFQ shall be until a suitable candidate is selected and hired by Beaufort County Council. Amendments extending the performance period, if any, shall be at the sole discretion of the Beaufort County Council.

QUALIFICATION SUBMISSION INSTRUCTIONS

1. Electronically submit file by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov. File name must contain the Vendors name and Project name:
 - a. **Qualification Submittal Contents (items #1-#4 on page 6).**
 - b. **Exhibits A&B**
2. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Qualification therefore.
3. Questions
 - a. Submit questions at least ten (10) calendar days prior to Qualification closing date to Vendor Registry
 - b. Answers to questions received that would change and/or clarify this solicitation will be posted on Vendor Registry as addendum.
 - c. Selection Committee members SHALL NOT be contacted during the RFQ process.
5. In order to do business with Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, Qualifications, and Qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your qualifications through the solicitation section in Vendor Registry.

QUALIFICATION SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary:** Objectives of the scope of work, and related issues which must be addressed throughout development stages of the planning.
2. **Approach to the Process:** Describe how the proposed plan will reach and encourage response from qualified applicants from a variety of ethnic and cultural backgrounds. This section of the Qualification must contain sufficient detail to convey to members of the evaluation team the consultant's knowledge of the subjects and skills necessary to successfully complete the project. **Include any required involvement of County staff.**
3. **Experience and Qualifications:** Experience and Qualifications of the team members, with an emphasis on similar type project completed within the last five (5) years. Provide an organization chart including sub-consultants and contractors.
4. **List any exceptions, Qualifications, or exclusions to this RFQ:**

**ALL OTHER PAGES SHALL REMAIN PART OF THE RFQ
BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.**

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all consultants and re-advertise if deemed necessary.
- Waive any or all formalities and technicalities.
- Approve, disapprove, or cancel all services associated with the project.

Selection & Notification

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services.

Beaufort County Standards for Contracting

CHAPTER 1. TYPES OF CONSULTANT SERVICES

- 1-1. Consultant Services

CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

- 2-1. General
- 2-2. Objective
- 2-3. Qualifications-Based Selection Procedures
- 2-4. Selection Criteria

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

- 3-1. Mandatory Contract Provisions
- 3-2. Time Overruns Beyond Control of the Consultant

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

- 4-1. Allowable Costs
- 4-2. Nonallowable Costs
- 4-3. Fixed Payment

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

- 5-1. Contract Requirements
- 5-2. Special Instructions

CHAPTER 1. TYPES OF CONSULTANT SERVICES REQUIRED:

Beaufort County requests Qualifications from all interested firms, experienced in providing recruiting services for executive level personnel for state and local governments.

CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

2-1. GENERAL

Qualifications-based procedures require that a contract for recruiting services be awarded pursuant to a fair and open selection process based on the Qualifications of the firms. The fees for such services are established following the selection of a firm through a negotiation process to determine a fair and reasonable price.

2-2. OBJECTIVE

Firms employed in recruiting services shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES. Firms shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. **The highest ranked offeror shall be selected, and price shall be negotiated with highest ranking firm as identified through the qualifications-based selection procedure.**

2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a) Proposed Methodology to include Project approach/methodology and work plan.
- b) Project team structure, internal controls, staff qualifications and experience.
- c) Experience and demonstrated success-Provide a minimum of three references from local governments using your services and provide a minimum of three examples of successful recruiting candidates for County or City Administrators.

CHAPTER 3. CONTRACT FORMAT

- 3-1. **MANDATORY CONTRACT PROVISIONS.** All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to consultant contracts:
- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
 - b. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the consultant.
 - c. All negotiated contracts shall include provisions to the effect that sponsors, the Federal Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require consultants to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.
 - d. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4-1. ALLOWABLE COSTS.

- a. **Direct Salary Costs.**
 - (1) Direct salary cost is defined as the cost of salaries of engineers, draftsmen, surveyors, stenographers, clerks, etc., for time directly chargeable to the project.
 - (2) Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.
- b. **Overhead Costs.** Overhead costs include overhead on direct salary costs and general and administrative overhead.
 - (1) **Labor Overhead.** Overhead on direct salary costs includes sick leave, vacation, and holiday pay; unemployment, excise, and payroll taxes; contributions for social security, employment compensation insurance, retirement benefits, and medical insurance benefits; and any other benefits customarily paid to or enjoyed by all employees. The allowable percentage for labor overhead allocable to a project is the ratio of (a) a firm's total direct labor overhead costs to (b) a firm's total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.
 - (2) **General and Administrative Overhead.** General and administrative overhead includes the following indirect costs which are not directly attributable to specific projects.

- (a) Provisions for office, light, heat, and similar terms for working space, depreciation allowances or rental for furniture, drafting equipment and engineering instruments, and office and drafting supplies not identifiable to specific projects.
 - (b) Taxes and insurance other than those included as salary cost but excluding state and Federal income taxes.
 - (c) Library and periodical expenses, and other means of keeping abreast of advances in engineering such as attendance at technical and professional meetings and subscriptions to trade, business, professional, or technical periodicals.
 - (d) Executive, administrative, accounting, legal, stenographic, and clerical salaries, and expenses (other than identifiable salaries included in salary costs and expenses included in reimbursable non-salary expenses, plus salaries or imputed salaries of partners and principals) to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to projects.
 - (e) Costs of membership in trade, business, technical, and professional organizations.
 - (f) Incentive compensation for management employees, cash bonuses, suggestion awards, safety awards, and incentive compensation based on production, cost reduction, or efficient performance are allowable to the extent that the overall compensation is determined to be reasonable, and such costs are paid or accrued pursuant to an agreement entered into in good faith between the consultant and the employees before the services are rendered or pursuant to an established plan followed by the consultant so consistently as to imply, in effect, an agreement to make such payment. The allowable percentage for general and administrative overhead allocable to a project is the ratio of (a) all general and administrative costs to (b) total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.
- c. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept supporting charges and allow auditing):
- (1) Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)
 - (2) Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
 - (3) Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings, and similar costs that is not applicable to general overhead.
 - (4) Identifiable drafting supplies and stenographic supplies and expenses charged to the sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.
 - (5) Identifiable reproduction costs applicable to the work such as blueprinting, photostetting, mimeographing, printing, etc.

- (6) Advertising costs which are solely for the recruitment of personnel required for the performance by the consultant of obligations arising under the contract.

4-2. **NON-ALLOWABLE COSTS.** The expenses listed below are not allowable for reimbursement:

- a. Costs of amusement and social activities and incidental costs relating thereto such as meals, alcohol, lodging, rentals, transportation, and gratuities.
- b. Contributions and donations.
- c. Bad debts, including losses due to uncollectible customer accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the consultant.
- d. Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.
- e. Interest on borrowed capital.
- f. Bonus payment for early completion of work.

4-3. **FIXED PAYMENT.** To all the estimated costs, including overhead, a percentage rate is applied to determine payment for profit, willingness to serve, and assumption of responsibility.

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

- 1.0 **EXCUSABLE DELAY:** The Firm shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond their control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and the subcontractor, and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE:** Upon award of a contract under this Request for Qualifications, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for Qualifications the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S QUALIFICATION:** Firms must, upon request of the County, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of this Request for Qualifications. The Procurement Services Department reserves the right to make the

final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

- 4.0 **OFFEROR RESPONSIBILITY**: Each Firm shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for Qualifications. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for Qualifications or to the contract.
- 5.0 **AFFIRMATIVE ACTION**: The Firm will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 **FIRM RESPONSIBILITIES**: The Firm will be required to assume sole responsibility for the complete effort, as required by this RFQ. The County will consider the Firm to be the sole point of contact with regard to contractual matters.
- 7.0 **SUBCONTRACTING**: If any part of the work covered by this RFQ is to be subcontracted, the Firm shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful Firm will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Firm. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 **OWNERSHIP OF MATERIAL**: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 **PERFORMANCE AND PAYMENT BONDS**: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for Qualifications, Performance and Payment Bonds. The contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 **NONRESIDENT TAXPAYERS**: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 **BUSINESS LICENSE** In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at

www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Firm, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage . Minimum coverage shall be as follows:
- (A) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
 - (B) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000.
 - (C) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of

Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY:

The Firm hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Firm, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

- 15.2 The Procurement Services Director has the right to terminate for default, if the Firm fails to make delivery of the contracted deliverables or perform the Work, or if the Firm fails to perform the Work within the time specified in the Agreement, or if the Firm fails to perform any other provisions of the Agreement.
- 16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Firm, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Firm or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. The Firm expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.
- 17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 **INTENT TO PERFORM:** It shall be the Firm's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for Qualifications opening date. A review of such notifications will be made.
- 2.0 **RECEIPT OF REQUEST FOR QUALIFICATIONS:** Request for Qualifications, amendments thereto, or withdrawal requests received after the time advertised for Request for Qualifications opening will be void, regardless of when they were sent.
- 3.0 **PREPARATION OF REQUEST FOR QUALIFICATIONS**
- 3.1 All Requests for Qualifications should be complete and carefully worded and must convey all the information requested by the County. If significant errors are found in the offeror's Request for Qualifications, or if the Request for Qualifications fails to conform to the essential requirements of the RFQ, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for Qualifications.
- 3.2 Request for Qualifications should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the Request for Qualifications should be submitted in a single electronic file where practical. All documentation submitted with the Request for Qualifications should be included in that single file.
- 3.4 If your Request for Qualifications includes any comment over and above the specific information requested in our Request for Request for Qualifications (RFQ), you are to include this information as a separate appendix to your Request for Qualifications.
- 4.0 **AMENDMENTS:** If it becomes necessary to revise any part of the RFQ, an amendment will be provided to all offerors who received the original Request for Request for Qualifications. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 **ADDITIONAL INFORMATION:** Offerors requiring additional information may submit their questions, in writing through Vendor Registry. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 **ORAL PRESENTATION/DISCUSSIONS:** Any offeror or all offerors may be requested to make an oral presentation of their Request for Qualifications to the County, after the Request for Qualifications opening. Discussions may be conducted with responsible Firms, who submit Request for Qualifications determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Firms shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for Qualifications, and such revisions may be permitted after submissions and prior to award. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's Qualification.
 - (B) Explore with the Firm the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - (C) Determine that the Firm will make available the necessary personnel and facilities to perform within the required time.
 - (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services, the scope and complexity of proposed project, and nature of such services.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Firm shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible Firm whose Request for Qualifications is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for Qualifications received, and in all cases the County will be the sole judge as to whether a Firm's Request for Qualifications has or has not satisfactorily met the requirements of this RFQ.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFQ, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All Firms, therefore, must visibly mark as "Confidential" each part of their Request for Qualifications, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.
- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for Qualifications therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective bidder, offeror, or firm, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing, within ten (10) days. The decision shall,

- (A) State the reasons for the action taken; and
- (B) Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, Qualifications, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No

if you answer yes, explain fully if it has been involved in any litigation involving performance.

EXHIBIT B

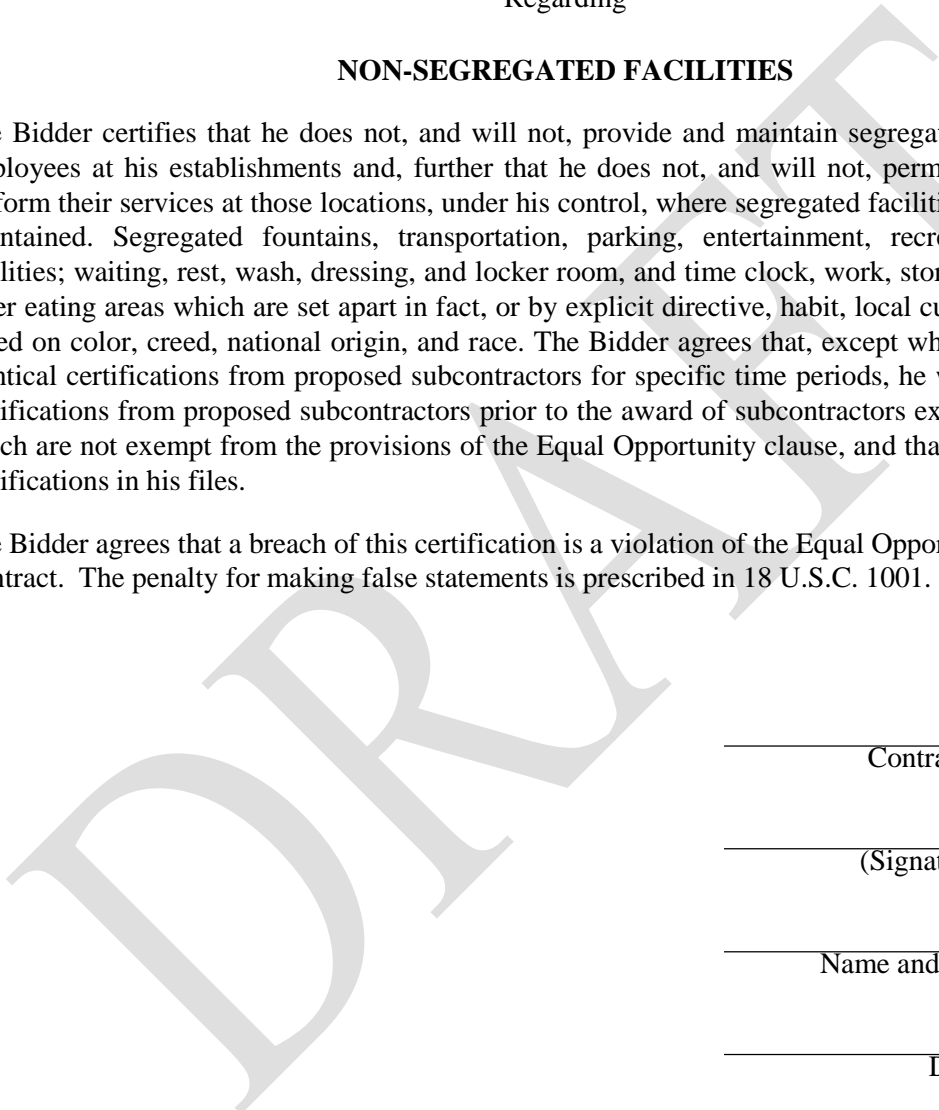
CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.



Contractor

(Signature)

Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: _____

RFQ#: _____ TITLE: _____

OFFEROR: _____

| | | POINT RANGE | POINTS ASSIGNED |
|-----|---|-------------------------|-----------------|
| 1.0 | Proposed Methodology to include project approach/methodology and work plan | 0-35 Points | |
| 2.0 | Project team structure, internal controls, staff qualifications and experience | 0-35 Points | |
| 3.0 | Experience and demonstrated success- Provide a minimum of three references from local governments using your services and provide a minimum of three examples of success recruiting candidates for County or City Administrators. | 0-30 Points | |
| | | TOTAL POINTS OUT OF 100 | |



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| An ordinance to approve a lease agreement between Beaufort County and Tim Verroi |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee; October 23, 2023 |
| PRESENTER INFORMATION: |
| Steve Parry; Deputy Airports Director 3 minutes |
| ITEM BACKGROUND: |
| <p>Beaufort Executive Airport's terminal maintains multiple office spaces available for lease. Mr. Tim Verroi has leased this office for several years. When Beaufort County formalized the standard lease rates for North and South of the Broad, the airport addressed the lease rate and drafted an updated lease agreement to meet County standards.</p> <p>The DRAFT lease and legal review - approved by Legal on Sep 22, 2023.</p> <p>Beaufort County Airports Board (BCAB) - recommended approval on October 19, 2023. Public Notice was published in the Sunday, October 8, 2023, edition of <i>The Beaufort Gazette</i> and <i>The Island Packet</i>.</p> |
| PROJECT / ITEM NARRATIVE: |
| Tim Verroi is an aircraft owner and frequent user of the airport. He has expressed a desire to continue leasing the office space at Beaufort Executive Airport. |
| FISCAL IMPACT: |
| <p>Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$145.20. The monthly base lease payments were calculated using Beaufort County's approved, North of the broad lease rates of \$19.80 per sf. The space totals 88 sf. (88 sq ft x \$19.80/12)</p> <p>Annual Expected Revenue: \$1742.40</p> <p>The lease rates are in accordance with current Beaufort County lease policies.</p> |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Tim Verroi. |
| OPTIONS FOR COMMITTEE MOTION: |
| <p>Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Tim Verroi.</p> <p>Move forward to Council for Approval on November 13, 2023</p> |

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**REAL PROPERTY
LEASE AGREEMENT**

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this ___day of _____ 2023, (“Lease”), by and between **Beaufort County**, a political subdivision of the State of South Carolina, (“Landlord”) and **Tim Verroi** (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 101

Total square feet: 88

II. TERM

2.1 *Term.* The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **June 30, 2024** (“Termination Date”).

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. RENTAL PAYMENT

3.1 *Payment of Rent.* Tenant shall pay to Landlord One Hundred Forty-Five dollars and Twenty cents (**\$145.20**) (**total square feet x \$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5th of the month, the Rent shall be prorated appropriately.

3.3 *Late Payment of Rent.* Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements

Landlord Initials _____ Tenant Initials _____

constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating fixed-wing scenic air tours and flight training (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

4.3 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

4.4.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

4.4.3 *Cost of Improvements.* Tenant’s Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense,

Landlord Initials _____ Tenant Initials _____

including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

4.4.4 *Compliance.* All such Tenant’s Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant’s Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

4.5 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

V. DESTRUCTION OR DAMAGE

5.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

5.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

5.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice.

Landlord Initials _____ Tenant Initials _____

Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VI. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

7.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

7.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

VIII. DEFAULT

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

(a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.

Landlord Initials _____ Tenant Initials _____

- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

8.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

Landlord Initials _____ Tenant Initials _____

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.
- 8.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 8.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 8.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 8.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

Landlord Initials _____ Tenant Initials _____

IX. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

X. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

XI. INSURANCE LIABILITY AND INDEMNIFICATION

11.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

11.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

11.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

11.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

XII. MISCELLANEOUS PROVISIONS

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

AS TO LANDLORD: Beaufort County
Attn: Beaufort County Administration
Post Office Box 1228
Beaufort, SC 29901
Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228

Landlord Initials _____ Tenant Initials _____

Beaufort, SC 29901

AS TO TENANT:

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

Landlord Initials _____ Tenant Initials _____

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2023/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND TIM VERROI

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Tim Verroi ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

WHEREAS, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Tim Verroi.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Tim Verroi.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| An ordinance to approve a lease agreement between Beaufort County and Beaufort Flight Training |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee; October 23, 2023 |
| PRESENTER INFORMATION: |
| Steve Parry; Deputy Airports Director 3 minutes |
| ITEM BACKGROUND: |
| Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Beaufort Flight Training (BFT) has operated from this office for several years, producing revenue. When Beaufort County formalized the standard lease rates for North and South of the Broad, the airport addressed the lease rate and drafted an updated lease agreement to meet County standards. The DRAFT lease and legal review - approved by Legal on Sep 22, 2023. Beaufort County Airports Board (BCAB) - recommended approval on October 19, 2023. Public Notice was published in the Sunday, October 8, 2023, edition of <i>The Beaufort Gazette</i> and <i>The Island Packet</i> . |
| PROJECT / ITEM NARRATIVE: |
| Beaufort Flight Training (BFT) is a flight training business operating at Beaufort Executive Airport. BFT has expressed a desire to lease an available office space at Beaufort Executive Airport. |
| FISCAL IMPACT: |
| Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$437.25. The monthly base lease payments were calculated using Beaufort County’s approved, North of the Broad lease rates of \$19.80 per sf. The space totals 265 sf. (265 sq ft x \$19.80/12) Annual Expected Revenue: \$5247.00 The lease rates are in accordance with current Beaufort County lease policies. |
| STAFF RECOMMENDATIONS TO COMMITTEE: |
| Staff recommends approval of an ordinance to approve the lease agreement between Beaufort County and Beaufort Flight Training. |
| OPTIONS FOR COMMITTEE MOTION: |
| Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Beaufort Flight Training. Move forward to Council for Approval on November 13, 2023 |

ORDINANCE 2023/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND BEAUFORT FLIGHT TRAINING

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Beaufort Flight Training ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space; and

WHEREAS, the Lessee will engage in the business of flight training, and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Beaufort Flight Training.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Beaufort Flight Training.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**REAL PROPERTY
LEASE AGREEMENT**

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this ___ day of _____ 2023, (“Lease”), by and between **Beaufort County**, a political subdivision of the State of South Carolina, (“Landlord”) and **Beaufort Flight Training** (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 103

Total square feet: 265

II. TERM

2.1 *Term.* The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **June 30, 2024** (“Termination Date”).

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. RENTAL PAYMENT

3.1 *Payment of Rent.* Tenant shall pay to Landlord Four Hundred Thirty-Seven dollars and Twenty-Five cents (**\$437.25**) (**total square feet x \$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5th of the month, the Rent shall be prorated appropriately.

3.3 *Late Payment of Rent.* Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

Landlord Initials _____ Tenant Initials _____

3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

4.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating fixed-wing scenic air tours and flight training (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

4.3 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

4.4.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

Landlord Initials _____ Tenant Initials _____

4.4.3 *Cost of Improvements.* Tenant’s Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

4.4.4 *Compliance.* All such Tenant’s Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant’s Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

4.5 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

V. DESTRUCTION OR DAMAGE

5.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

5.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

5.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect not impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

Landlord Initials _____ Tenant Initials _____

5.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VI. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

7.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

7.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

VIII. DEFAULT

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials _____ Tenant Initials _____

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

8.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall

Landlord Initials _____ Tenant Initials _____

be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.
- 8.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 8.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 8.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 8.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

Landlord Initials _____ Tenant Initials _____

Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

IX. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

X. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

XI. INSURANCE LIABILITY AND INDEMNIFICATION

11.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

11.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

11.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

11.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

XII. MISCELLANEOUS PROVISIONS

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

AS TO LANDLORD: Beaufort County
 Attn: Beaufort County Administration
 Post Office Box 1228
 Beaufort, SC 29901

Landlord Initials _____ Tenant Initials _____

Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 12.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 12.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 12.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 12.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 12.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 12.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 12.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 12.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.

Landlord Initials _____ Tenant Initials _____

12.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

Date: _____

TENANT:

Witness

By: _____
Its: _____

Date: _____

Landlord Initials _____ Tenant Initials _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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|---|
| ITEM TITLE: |
| Recommend Approval of Contract Award to O’Quinn Marine Construction for IFB #110123 Spanish Moss Trail Battery Creek Bridge Repair Phase 2 (\$605,000) |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee – November 27, 2023 |
| PRESENTER INFORMATION: |
| Eric Larson, PE, Director, Capital Projects (5 mins) |
| ITEM BACKGROUND: |
| On November 15, 2023 bids were received for the construction of the Spanish Moss Trail Battery Creek Bridge Repair Phase 2. Three (3) bids were received, with the qualified low bidder being O’Quinn Marine Construction. The bid line item for trail repair was rejected, resulting in a revised bid of \$550,000. Staff and the design consultants, McSweeney Engineers, have reviewed the detailed bid submittal and found the prices to be fair and reasonable. Engineer’s estimate for the work was \$577,250. |
| PROJECT / ITEM NARRATIVE: |
| Public Works desires to rehabilitate the existing SMT bridge. Phase 1 construction is complete and consisted of pile jackets on the substructure to stabilize deterioration of the timber piers. Phase 2 construction replaces the bridge abutments, handrails, and has a bid alternate to build a fixed fishing pier adjacent to the bridge end. The total funds requested are the bid amount (plus a 10% contingency) (\$550,000 + \$55,000 = \$605,000) Purchasing has not submitted a draft contract to Legal. This will occur after contract award. |
| FISCAL IMPACT: |
| Funding comes from an A-Tax Grant (2001-10-0000-55000). Current account balance is \$3,142,240.64 with \$609,464 budgeted for this project. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of contract to O’Quinn Marine Construction for IFB #110123 in the amount of \$550,000 with a \$55,000 contingency fund for a total of \$605,000. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny recommendation of award O’Quinn Marine Construction for IFB #110123 Spanish Moss Trail Battery Creek Bridge Repair Phase 2. <i>Next Step: Move forward to County Council to award O’Quinn Marine Construction for IFB #110123 Spanish Moss Trail Battery Creek Bridge Repair Phase 2.</i> |

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 3.



| | |
|---------------------------|--|
| Project Name: | Spanish Moss Trail Battery Creek Bridge Repair Phase 2 |
| Project Number: | IFB 110123 |
| Project Budget: | |
| Bid Opening Date: | 15-Nov-23 |
| Time: | 3:00:00 PM |
| Location: | Beaufort County |
| Bid Administrator: | Dave Thomas |
| Bid Recorder: | Victoria Moyer |

The following bids were received for the above referenced project:

| BIDDER | BID FORM | ALL ADDENDA | Bid Bond | SCH OF VALUES | SMBE Docs | Sub Listing | Grand Total Price |
|---|----------|-------------|----------|---------------|-----------|-----------------|--------------------|
| BluTide Marine Construction | X | X | X | x | x | x | \$ 933,398.00 |
| | | | | | | | \$ 164,021.00 |
| O'Quinn Marine Construction | X | X | X | X | X | Self Performing | \$ 474,000.00 |
| | | | | | | | \$ 76,000.00 |
| Titan Construction Management | | | | | | | Submitted a No Bid |
| * Item 11 on the Schedule of Values has been removed and was not calculated in the Grand Total | | | | | | | |
| <p><i>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.</i></p> | | | | | | | |

Alternates

Alternates

David L. Thomas
Bid Administrator Signature

Victoria Moyer
Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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| ITEM TITLE: |
| Recommend Approval of Contract Award to Paragon Builders for IFB #090823 Buckwalter Recreation Center Generator (\$409,420.00) |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee – November 27, 2023 |
| PRESENTER INFORMATION: |
| Eric Larson, PE, Director, Capital Projects (5 mins) |
| ITEM BACKGROUND: |
| Beaufort County requested bids for the new Buckwalter Recreation Center Generator on 09/08/2023. Three bids were received with the qualified low bidder being Paragon Builders with a cost of \$372,200.00. Staff has reviewed the detailed bid submittal and found the prices to be fair and reasonable. |
| PROJECT / ITEM NARRATIVE: |
| At Buckwalter Recreation Center a new 450kW diesel generator will be installed to provide whole building power. To make the necessary connections, the existing service lateral is required to be intercepted outside, and a new 1200A enclosed circuit breaker and separate automatic transfer switch installed to replace the existing exterior 2,500A service disconnect/portable generator connection cabinet. The existing indoor MDP will then be re-connected to the new transfer switch utilizing the existing feeder conductors already in place. |
| FISCAL IMPACT: |
| Funding comes from Parks and Recreation Capital Fund account number 1040-80-1600-54200. Fund balance is \$795,000.03 |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends Council award the contract to Paragon Builders for IFB #090823 in the amount of \$372,200.00 with a \$37,220 contingency fund for a total of \$409,420.00. (Fund balance is \$795,000.03) |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny recommendation of award Paragon Builders for IFB #090823 Buckwalter Recreation Center Generator <i>Next Step: Move forward to County Council to award Paragon Builders for IFB #080823 Buckwalter Recreation Center Generator.</i> |

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 4.



| | |
|---------------------------|--|
| Project Name: | Buckwalter Recreation Center Generator |
| Project Number: | IFB 090823 |
| Project Budget: | |
| Bid Opening Date: | 8-Sep-23 |
| Time: | 3:00:00 PM |
| Location: | Beaufort County |
| Bid Administrator: | Dave Thomas |
| Bid Recorder: | Victoria Moyer |

The following bids were received for the above referenced project:

| BIDDER | BID FORM | ALL ADDENDA | Bid Bond | SCH OF VALUES | SMBE Docs | Sub Listing | Grand Total Price |
|----------------------|----------|-------------|----------|---------------|-----------|-----------------|-------------------|
| Construct South Inc. | X | X | X | X | X | Self Performing | \$ 464,410.00 |
| Powell Electric | X | X | X | X | | Self Performing | \$ 429,720.00 |
| Paragon Builders | X | X | X | | X | Self Performing | \$ 372,200.00 |
| | | | | | | | |
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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 L. Thomas

 Bid Administrator Signature

Victoria Moyer

 Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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| ITEM TITLE: |
| RECOMMEND APPROVAL TO AUTHORIZE THE INTERIM ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH LOWCOUNTRY FERRY, LLC FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee - November 27, 2023 |
| PRESENTER INFORMATION: |
| Hank Amundson – Special Assistant to the County Administrator <i>15 Minutes</i> |
| ITEM BACKGROUND: |
| <p>In September of 2023, County Council approved a contract addendum to the current Ferry Contract held by Haig Point Community Association in order to continue service through January 15, 2023, as the current provider expressed that they could no longer provide the service at the contract rate due to issues of uncertainty and risk.</p> <p>At that point staff initiated a new RFP process in order to engage a company in a long-term contract to provide affordable ferry service to and from Daufuskie Island. The new contract will be for a 5-year term with two possible renewals in order to allow the provider to properly plan capital expenses in order to operate a sustainable service.</p> |
| PROJECT / ITEM NARRATIVE: |
| <p>A RFP was put out for Ferry Services Provision on September 20, 2023. The new contract period will be for a 5-year term with two possible renewals in order to allow the provider to properly plan capital expenses in order to operate a sustainable service.</p> <p>Proposals in response to the solicitation were due on Friday October 20, 2023.</p> <p>The County received 3 proposals.</p> <p>Lowcountry Ferry, LLC is recommended to be awarded a contract to provide ferry services for Beaufort County. (Scoresheet is attached)</p> <p>Lowcountry Ferry, LLC’s proposed cost for this service is \$365,000 per year.</p> <p>The cost for the 6 months of FY24 of the contract will be at most \$250,000. The additional costs in the first 6 months will cover temporary lease expense on Tanger Outlet welcome center and Melrose Landing until the County acquires Melrose Landing and establish proper parking at the embarkation site on the mainland. The current contract expires January 15, 2024. This proposal will result in a substantial savings versus our current contract as well as the other two proposals.</p> <p>Additionally, Lowcountry Ferry Services, LLC has offered a temporary docking facility to the County Ferry so that the pending court order can be complied with more easily.</p> |

FISCAL IMPACT:

\$250,000 in this budget year. (General Fund Fund Balance)
\$365,000 annually beginning in the new budget year.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends that Council authorize the Interim County Administrator to negotiate and enter into a contract with Lowcountry Ferry, LLC for, at most, this amount for the provision ferry services and assistance in complying with the standing court order.

OPTIONS FOR COUNCIL MOTION:

(Motion to approve/deny "AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO NEGOTIATE AND CONTRACT WITH LOWCOUNTRY FERRY, LLC, AS A RESULT OF THE RECENT RFP PROCESS, FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND")

(Move forward to Council for Approval on date December 11, 2023)

| Daufuskie Island Ferry Services | | | |
|--|------------------------|-------------------------|-------------------------|
| RFP 102023 | | | |
| Summary Score Sheet | | | |
| | | | |
| Evaluators | Name of Company | Name of Company | Name of Company |
| | <u>Poseidon Ferry</u> | <u>LowCountry Ferry</u> | <u>Haig Point Ferry</u> |
| Evaluator 1 | 79 | 69 | 92 |
| Evaluator 2 | 86 | 83 | 78 |
| Evaluator 3 | 65 | 86 | 74 |
| Evaluator 4 | 70 | 75 | 65 |
| Evaluator 5 | 65 | 80 | 68 |
| TOTALS: | 365 | 393 | 377 |
| | | | |
| | | | |
| 1. LowCountry Ferry | 393 | | |
| 2. Haig Point Ferry | 377 | | |
| 3. Poseidon Ferry | 365 | | |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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| ITEM TITLE: |
| RECOMMEND APPROVAL OF AN ORDINANCE TO AMEND BEAUFORT COUNTY’S FISCAL YEAR 2024 BUDGET ORDINANCE (ORDINANCE NO. 2023/22) TO PROVIDE ROLLOVER APPROPRIATIONS IN THE AMOUNT OF \$3,432,768 FROM THE CAPITAL IMPROVEMENT FUND (FUND 1040) FOR CAPITAL IMPROVEMENT PROJECTS APPROVED BUT NOT COMPLETED IN FISCAL YEAR 2023 |
| MEETING NAME AND DATE: |
| Finance, Administration, and Economic Development Committee |
| PRESENTER INFORMATION: |
| Denise Christmas, Interim Deputy County Administrator/Interim CFO <i>5 minutes</i> |
| ITEM BACKGROUND: |
| Has not come before committee nor council <i>This will be 1st reading on the Amended Budget Ordinance</i> |
| PROJECT / ITEM NARRATIVE: |
| Recommend approval of an ordinance amending Beaufort County Ordinance 2023/22 to appropriate \$3,432,768 of the Capital Improvement Fund's (Fund 1040) Fund Balance to cover all purchase orders which rolled from FY 2023 to FY 2024 for ongoing capital projects and capital purchases which did not get completed/purchased by June 30, 2023 |
| FISCAL IMPACT: |
| <i>This will increase the Capital Improvement Fund's budget from \$21,232,455 to \$24,665,223. There will be a balance of \$703,423 remaining in Fund Balance should 100% of all budgeted line items be expended FY'24.</i> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approving budget amendment to allow projects and capital purchases to complete with existing purchase orders. |
| OPTIONS FOR COUNCIL MOTION: |
| <ul style="list-style-type: none">• Motion to approve/deny Budget Ordinance 2023/22 Amendment for purchase order rollovers/budget carryforward in the Capital Improvement Fund• Move forward to Council for First Reading |

ORDINANCE 2023/_____

AN ORDINANCE TO AMEND BEAUFORT COUNTY’S BUDGET ORDINANCE FOR FISCAL YEAR 2024 (ORDINANCE NO. 2023/22) TO PROVIDE ROLLOVER APPROPRIATIONS IN THE AMOUNT OF \$3,432,768 FROM THE CAPITAL IMPROVEMENT FUND’S (FUND 1040) FUND BALANCE TO COVER ALL PURCHASE ORDERS WHICH ROLLED OVER FROM FY23 TO FY24 FOR ONGOING CAPITAL PROJECTS AND CAPITAL PURCHASES

WHEREAS, on June 12, 2023, Beaufort County Council adopted Ordinance 2023/22 which set the County’s FY 2023-2024 budget and associated expenditures; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect the additional appropriation of funds which are to be carried over (rolled over) from the Fiscal Year 2022-2023 budget to the Fiscal Year 2023-2024 budget to cover capital improvements which were properly authorized in FY23 but which were not completed in FY23 and which have rolled over into FY24.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that the FY 2023-2024 Beaufort County Budget Ordinance (Ordinance 2023/22) is hereby amended as shown on the attached “Exhibit A” and incorporated herein by reference.

Done this _____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading: _____, 2023

EXHIBIT A

| <u>PO#</u> | <u>Vendor Name</u> | <u>PO Date</u> | <u>Amount</u> | <u>Status</u> | <u>GL Account</u> |
|------------|--|----------------|--------------------|---------------|-------------------|
| 20231061 | STURRE ENGINEERING | 03/31/2023 | \$5,400 | 9 - Carry Fwd | 10401000-54420 |
| 20231175 | MOSELEY ARCHITECTS PC | 05/03/2023 | \$27,850 | 9 - Carry Fwd | 10401143-54420 |
| 20230504 | NORTHWESTERN EMERGENCY VEHICLES, INC | 09/14/2022 | \$557,244 | 9 - Carry Fwd | 10401230-54000 |
| 20230505 | NORTHWESTERN EMERGENCY VEHICLES, INC | 09/14/2022 | \$259,996 | 9 - Carry Fwd | 10401230-54000 |
| 20230970 | STANTEC CONSULTING SERVICES, INC | 03/02/2023 | \$54,277 | 9 - Carry Fwd | 10401243-54500 |
| 20231131 | KIMLEY-HORN AND ASSOCIATES INC. | 04/21/2023 | \$143,107 | 9 - Carry Fwd | 10401243-54500 |
| 20231133 | STANTEC CONSULTING SERVICES, INC | 04/21/2023 | \$146,225 | 9 - Carry Fwd | 10401243-54500 |
| 20231134 | MEAD & HUNT INC | 04/21/2023 | \$18,717 | 9 - Carry Fwd | 10401243-54500 |
| 20230959 | KIMLEY-HORN AND ASSOCIATES INC. | 03/02/2023 | \$32,920 | 9 - Carry Fwd | 10401243-54500 |
| 20230960 | KIMLEY-HORN AND ASSOCIATES INC. | 03/02/2023 | \$8,940 | 9 - Carry Fwd | 10401243-54500 |
| 20231260 | KIMLEY-HORN AND ASSOCIATES INC. | 05/23/2023 | \$51,405 | 9 - Carry Fwd | 10401243-54500 |
| 20231266 | MEAD & HUNT INC | 05/23/2023 | \$889,210 | 9 - Carry Fwd | 10401243-54500 |
| 20231325 | MOSELEY ARCHITECTS OF SOUTH CAROLINA, PC | 05/26/2023 | \$48,500 | 9 - Carry Fwd | 10401250-54300 |
| 20230761 | JOHN CREWS CONSTRUCTION LLC | 01/05/2023 | \$49,695 | 9 - Carry Fwd | 10401301-54450 |
| 20230406 | BEAUFORT DESIGN BUILD LLC | 06/30/2023 | \$1,781 | 9 - Carry Fwd | 10401310-51160 |
| 20231121 | CREATIVE INTERIORS | 04/20/2023 | \$5,620 | 9 - Carry Fwd | 10401330-54420 |
| 20231152 | FORMS & SUPPLY INC. | 04/20/2023 | \$18,438 | 9 - Carry Fwd | 10401330-54420 |
| 20231296 | CREATIVE INTERIORS | 05/26/2023 | \$3,068 | 9 - Carry Fwd | 10401330-54420 |
| 20231306 | GRAYBAR FENCE COMPANY, INC. | 05/26/2023 | \$7,555 | 9 - Carry Fwd | 10401330-54420 |
| 20231159 | FORMS & SUPPLY INC. | 05/01/2023 | \$5,465 | 9 - Carry Fwd | 10401330-54420 |
| 20230406 | BEAUFORT DESIGN BUILD LLC | 08/29/2022 | \$858 | 9 - Carry Fwd | 10401330-54420 |
| 20230567 | ANDREWS ENGINEERING COMPANY, INC. | 10/13/2022 | \$11,850 | 9 - Carry Fwd | 10401400-54450 |
| 20230680 | HORD, COPLAN, & MACHT, INC | 11/18/2022 | \$6,681 | 9 - Carry Fwd | 10401400-54450 |
| 20210074 | ANDREWS ENGINEERING COMPANY, INC. | 07/01/2023 | -\$9,656 | 9 - Carry Fwd | 10401600-54436 |
| 20230781 | RMF ENGINEERING, INC. | 01/12/2023 | \$33,844 | 9 - Carry Fwd | 10401600-54436 |
| 20230784 | HORD, COPLAN, & MACHT, INC | 01/12/2023 | \$23,851 | 9 - Carry Fwd | 10401600-54436 |
| 20230853 | THE LANDPLAN GROUP SOUTH INC | 02/03/2023 | \$16,995 | 9 - Carry Fwd | 10401600-54436 |
| 20231252 | MUSCO SPORTS LIGHTING, LLC | 05/19/2023 | \$799,325 | 9 - Carry Fwd | 10401600-54436 |
| 20231207 | RMF ENGINEERING, INC. | 05/10/2023 | \$20,500 | 9 - Carry Fwd | 10401600-54436 |
| 20231208 | RMF ENGINEERING, INC. | 05/10/2023 | \$26,500 | 9 - Carry Fwd | 10401600-54436 |
| 20231210 | HORD, COPLAN, & MACHT, INC | 05/10/2023 | \$5,772 | 9 - Carry Fwd | 10401600-54436 |
| 20231211 | HORD, COPLAN, & MACHT, INC | 05/10/2023 | \$6,547 | 9 - Carry Fwd | 10401600-54436 |
| 20231162 | JEFF LEWIS AIA ARCHITECT | 05/01/2023 | \$22,000 | 9 - Carry Fwd | 10401600-54436 |
| 20230309 | DEERE & COMPANY STRATEGIC ACCT BUS DIV | 06/29/2023 | \$44,096 | 9 - Carry Fwd | 10401600-54200 |
| 20230367 | DEERE & COMPANY STRATEGIC ACCT BUS DIV | 06/30/2023 | \$43,684 | 9 - Carry Fwd | 10401600-54200 |
| 20230367 | DEERE & COMPANY STRATEGIC ACCT BUS DIV | 06/27/2023 | \$44,508 | 9 - Carry Fwd | 10401604-54200 |
| | | | \$3,432,768 | | |

EXHIBIT A

| <u>PO#</u> | <u>Vendor Name</u> | <u>PO Date</u> | <u>Status</u> |
|------------|--|----------------|----------------------------------|
| 20231061 | STURRE ENGINEERING | 03/31/2023 | \$5,400.00 9 - Carry Fwd |
| 20231175 | MOSELEY ARCHITECTS PC | 05/03/2023 | \$27,850.00 9 - Carry Fwd |
| 20230504 | NORTHWESTERN EMERGENCY VEHICLES, INC | 09/14/2022 | \$557,244.00 9 - Carry Fwd |
| 20230505 | NORTHWESTERN EMERGENCY VEHICLES, INC | 09/14/2022 | \$259,996.00 9 - Carry Fwd |
| 20230970 | STANTEC CONSULTING SERVICES, INC | 03/02/2023 | \$54,277.23 9 - Carry Fwd |
| 20231131 | KIMLEY-HORN AND ASSOCIATES INC. | 04/21/2023 | \$143,106.50 9 - Carry Fwd |
| 20231133 | STANTEC CONSULTING SERVICES, INC | 04/21/2023 | \$146,225.34 9 - Carry Fwd |
| 20231134 | MEAD & HUNT INC | 04/21/2023 | \$18,717.30 9 - Carry Fwd |
| 20230959 | KIMLEY-HORN AND ASSOCIATES INC. | 03/02/2023 | \$32,920.00 9 - Carry Fwd |
| 20230960 | KIMLEY-HORN AND ASSOCIATES INC. | 03/02/2023 | \$8,940.00 9 - Carry Fwd |
| 20231260 | KIMLEY-HORN AND ASSOCIATES INC. | 05/23/2023 | \$51,405.00 9 - Carry Fwd |
| 20231266 | MEAD & HUNT INC | 05/23/2023 | \$889,210.04 9 - Carry Fwd |
| 20231325 | MOSELEY ARCHITECTS OF SOUTH CAROLINA, PC | 05/26/2023 | \$48,500.00 9 - Carry Fwd |
| 20230761 | JOHN CREWS CONSTRUCTION LLC | 01/05/2023 | \$49,695.00 9 - Carry Fwd |
| 20230406 | BEAUFORT DESIGN BUILD LLC | 06/30/2023 | \$1,780.58 9 - Carry Fwd |
| 20231121 | CREATIVE INTERIORS | 04/20/2023 | \$5,620.23 9 - Carry Fwd |
| 20231152 | FORMS & SUPPLY INC. | 04/20/2023 | \$18,438.16 9 - Carry Fwd |
| 20231296 | CREATIVE INTERIORS | 05/26/2023 | \$3,068.42 9 - Carry Fwd |
| 20231306 | GRAYBAR FENCE COMPANY, INC. | 05/26/2023 | \$7,555.35 9 - Carry Fwd |
| 20231159 | FORMS & SUPPLY INC. | 05/01/2023 | \$5,464.56 9 - Carry Fwd |
| 20230406 | BEAUFORT DESIGN BUILD LLC | 08/29/2022 | \$858.14 9 - Carry Fwd |
| 20230567 | ANDREWS ENGINEERING COMPANY, INC. | 10/13/2022 | \$11,850.00 9 - Carry Fwd |
| 20230680 | HORD, COPLAN, & MACHT, INC | 11/18/2022 | \$6,680.87 9 - Carry Fwd |
| 20210074 | ANDREWS ENGINEERING COMPANY, INC. | 07/01/2023 | -\$9,656.00 9 - Carry Fwd |
| 20230781 | RMF ENGINEERING, INC. | 01/12/2023 | \$33,843.82 9 - Carry Fwd |
| 20230784 | HORD, COPLAN, & MACHT, INC | 01/12/2023 | \$23,850.68 9 - Carry Fwd |
| 20230853 | THE LANDPLAN GROUP SOUTH INC | 02/03/2023 | \$16,995.00 9 - Carry Fwd |
| 20231252 | MUSCO SPORTS LIGHTING, LLC | 05/19/2023 | \$799,325.00 9 - Carry Fwd |
| 20231207 | RMF ENGINEERING, INC. | 05/10/2023 | \$20,500.00 9 - Carry Fwd |
| 20231208 | RMF ENGINEERING, INC. | 05/10/2023 | \$26,500.00 9 - Carry Fwd |
| 20231210 | HORD, COPLAN, & MACHT, INC | 05/10/2023 | \$5,772.00 9 - Carry Fwd |
| 20231211 | HORD, COPLAN, & MACHT, INC | 05/10/2023 | \$6,547.20 9 - Carry Fwd |
| 20231162 | JEFF LEWIS AIA ARCHITECT | 05/01/2023 | \$22,000.00 9 - Carry Fwd |
| 20230309 | DEERE & COMPANY STRATEGIC ACCT BUS DIV | 06/29/2023 | \$44,095.77 9 - Carry Fwd |
| 20230367 | DEERE & COMPANY STRATEGIC ACCT BUS DIV | 06/30/2023 | \$43,683.66 9 - Carry Fwd |
| 20230367 | DEERE & COMPANY STRATEGIC ACCT BUS DIV | 06/27/2023 | <u>\$44,507.88</u> 9 - Carry Fwd |
| | | | \$3,432,767.73 |

GL Account

10401000-54420
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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| An Ordinance Adopting Amendments to the Business and Professional Licenses Ordinance Chapter 18, Article III, Section 18-67 (a) (b), Appendix A&B. |
| MEETING NAME AND DATE: |
| Finance, Administration, and Economic Development Committee - October 16, 2023 |
| PRESENTER INFORMATION: |
| Chuck Atkinson - Assistant County Administrator, Development and Recreation <i>(10 mins)</i> |
| ITEM BACKGROUND: |
| December 2020 - County Council adopted Chapter 18 Article III Business and Professional Licenses Ordinance |
| PROJECT / ITEM NARRATIVE: |
| The South Carolina Business License Tax Standardization Act requires that by December 31 of every odd year, the County must adopt, by ordinance, the latest Standardized Business License Class Schedule. |
| FISCAL IMPACT: |
| Updated Rate Schedule will have a minor fiscal revenue impact. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of the amendments to the Business and Professional Licenses Ordinance Chapter 18, Article III, Section 18-67 (a) (b), Appendix A&B. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny amendments to the Business and Professional Licenses Ordinance Chapter 18, Article III, Section 18-67 (a) (b), Appendix A&B. (Next Step – Upon approval, send to County Council for First Reading) |

ORDINANCE 2023/XX

AN ORDINANCE TO AMEND THE BUSINESS AND PROFESSIONAL LICENSES ORDINANCE, CHAPTER 18, ARTICLE III, SECTION 18-67(A)(B), APPENDIX A&B.

WHEREAS, the County of Beaufort is authorized by S.C. Code Section 4-9-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income; and

WHEREAS, Beaufort County has been in the practice of regulating business licensing as evidenced by the Beaufort County Code of Ordinances Chapter 18, Article III, Sections 18-46 through 18-71; and

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act (“Standardization Act”). The South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes; and

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, the County must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office; and

WHEREAS, the County Council of Beaufort County now wishes to amend the Current Business and Professional License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association.

NOW, THEREFORE, be it ordained by Beaufort County Council, in a meeting duly assembled, that Chapter 18, Article III, Section 18-67 (a) (b), Appendix A&B of the Code of Ordinances is amended to adopt the latest Standardization Business License Class Schedule and to make other minor amendments as recommended by the Association and as set forth in Exhibit "A".

Adopted this _____ day of _____ 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

ARTICLE III. - BUSINESS AND PROFESSIONAL LICENSES

Section 1. License Required. Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of Beaufort County, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 2. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

"*Business*" means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly. In addition to the above-described activities constituting doing business in the count an individual shall be deemed to be in business if that individual owns and rents two or more residential rental units (or holds a partial interest therein) within the County, excluding the municipality therein. This applies to long-term rentals (30 days or more) only.

"*Charitable Organization*" means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501 (c)(3), (4), (6), (7), (8), (10) or (19).

"*Charitable Purpose*" means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

"*Classification*" means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

"*Council*" means the County Council of Beaufort County.

"*Domicile*" means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

"*Gross Income*" means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the County. If the licensee has a domicile within the County, business done within the County shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the County, business done within the County shall include only gross receipts or revenue received or accrued within the County. In all cases, if the licensee pays a business license tax to another Municipality or County, then the licensee's gross income for the purpose of computing the tax within the County must be reduced by the amount of revenues or receipts taxed in the other Municipality or County and fully reported to the County. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise

shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the County shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

"*License Official*" means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the County may designate one or more alternate license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

"*Licensee*" means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

"*County*" means the Beaufort County, South Carolina.

"*NAICS*" means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

"*Person*" means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 3. Purpose and Duration. The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The license year ending on December 31, 2021 shall commence on May 1st, 2022 and shall run through April 30th 2023. Thereafter, the license periods shall be established as follows. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license

shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; provided, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 4. Business License Tax Refund.

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the County before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The County shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 5. Registration Required.

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; provided, a new business shall be required to have a business license prior to operation within the County, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.

- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official.

Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.

- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the County have been paid.
- D. The County shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

Section 6. Deductions, Exemptions, and Charitable Organizations.

- A. No deductions from gross income shall be made except income earned outside of the County on which a license tax is paid by the business to some other County or county and fully reported to the County, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the County, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the County. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.

- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 7. False Application Unlawful. It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 8. Display and Transfer.

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the County.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 9. Administration of Ordinance. The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

Section 10. Inspection and Audits.

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the County is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.

- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 11. Assessments. Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the County pursuant to the provisions of S.C. Code 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business, or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 4-9-30 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

Section 12. Delinquent License Taxes, Partial Payment.

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 13. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the County three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 14. Denial of License. The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;

- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accidens*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the County or in another jurisdiction;
- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the County of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- G. The license for the business or for a similar business of the licensee in the County or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 15. Suspension or Revocation of License. When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A licensee is delinquent in the payment to the County of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the County by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 16. Appeals to Council or its Designee.

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.
- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- D. For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County may establish a different procedure by ordinance.

Section 17. Consent, franchise, or license required for use of streets.

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the County any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of

or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 18. Confidentiality. Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the County may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

Section 19. Violations. Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

Section 20. Severability. A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code 6-1-400 et seq., the standardization act shall control.

Section 21. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the County shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the County, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.
- C. The classifications included in each rate class are listed with NAICS codes, by sector, subsector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the clerk.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

| <u>RATE CLASS</u> <u>FRACTION THEREOF</u> | <u>BASE RATE</u> | INCOME: \$0 - \$2,000 | INCOME OVER \$2,000 |
|--|---|-----------------------|----------------------------|
| | | | <u>RATE PER \$1 000 OR</u> |
| 1 | \$ 35.00 | | \$ 0.37 |
| 2 | \$ 40.00 | | \$ 0.47 |
| 3 | \$ 45.00 | | \$ 0.57 |
| 4 | \$ 50.00 | | \$ 0.67 |
| 5 | \$ 55.00 | | \$ 0.77 |
| 6 | \$ 60.00 | | \$ 0.87 |
| 7 | \$ 65.00 | | \$ 0.97 |
| 8.1 | \$ 40.00 | | \$ 0.47 |
| 8.2 | Set by state statute | | |
| 8.3 | MASC Telecommunications | | |
| 8.4 | MASC Insurance | | |
| 8.51 | \$12.50 + \$12.50 per machine | | |
| 8.52 | \$12.50 + \$180.00 per machine | | |
| 8.6 | \$ 45.00 plus \$5.00 -OR- \$12.50 per table | | \$ 0.5 |

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the County.

CLASS 8 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the County also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 — Contractors, Construction. All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the County: Minimum

on first \$2,000_____ \$ see rates PLUS

Each additional 1,000_____ \$ see rates

Non-resident rates apply to contractors that do not have a permanent place of business within the County. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 - Railroad Companies (See S.C. Code 12-23-210).

8.3 NAICS 517311, 517312 517111, 517112, 517222 - Telephone Companies.

With respect to "retail telecommunications services" as defined in S. C. Code 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the "Telecommunications Collections Ordinance"). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 — Insurance Companies:

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the "Insurers and Brokers Collections Ordinance"). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 — Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code 12-21-2720(A)(1) and (A)(2) [Type I and Type II].

For operation of all machines (not on gross income), pursuant to S.C. Code 12-21-2746:

Per Machine _____ \$12.50 PLUS
Business license _____ \$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 — Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) [Type III].

For operation of all machines (not on gross income), pursuant to S.C. Code 512-21-2720(B):

Per Machine _____ \$180.00 PLUS
Business license _____ \$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 - Billiard or Pool Rooms, all types. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses (A) P pursuant to SC Code 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than

3 ½ feet wide and 7 feet long, and \$12.50 per table longer than that.; ~~PLUS, (B) with respect to gross income from the entire business in addition to the tax authorized by state law for each table:~~

~~Minimum on first \$2,000 _____ \$ see rates PLUS~~

~~Per \$ 1 ,000, or fraction, over \$2,000 _____ \$ see rates~~

Business License Class Schedule by NAICS Code

Appendix B

| NAICS Sector/Subsector | Industry Sector | Class |
|------------------------|--|------------|
| 11 | Agriculture, forestry, hunting and fishing | 2.0 |
| 21 | Mining | 4.0 |
| 23 | Construction | 8.1 |
| 31-33 | Manufacturing | 2.0 |
| 42 | Wholesale trade | 1.0 |
| 423930 | Recyclable Material Merchant Wholesalers (Junk) | 9.1 |
| 44-45 | Retail trade | 1.0 |
| 4411 | Automobile Dealers | 9.3 |
| 4412 | Other Motor Vehicle Dealers | 9.3 |
| 454390 | Other Direct Selling Establishments (Peddlers) | 9.41 & 9.4 |
| 48-49 | Transportation and warehousing | 2.0 |
| 482 | Rail Transportation | 8.2 |
| 51 | Information | 4.0 |
| 517311 | Wired Telecommunications Carriers | 8.3 |
| 517312 | Wireless Telecommunications Carriers (except Satellite) | 8.3 |
| 52 | Finance and insurance | 7.0 |
| 522298 | Pawnshops | 9.2 |
| 5241 | Insurance Carriers | 8.4 |
| 5242 | Insurance Brokers for non-admitted Insurance Carriers | 8.4 |
| 53 | Real estate and rental and leasing | 7.0 |
| 54 | Professional, scientific, and technical services | 5.0 |
| 55 | Management of companies | 7.0 |
| 56 | Administrative and support and waste management and remediation services | 4.0 |
| 61 | Educational services | 4.0 |
| 62 | Health care and social assistance | 4.0 |
| 71 | Arts, entertainment, and recreation | 3.0 |
| 711190 | Other Performing Arts Companies (Carnivals and Circuses) | 9.6 |
| 713120 | Amusement Parks and Arcades | 8.5 |
| 713290 | Nonpayout Amusement Machines | 8.5 |
| 713290 | Bingo Halls | 9.5 |
| 713990 | All Other Amusement and Recreational Industries (pool tables) | |
| 721 | Accommodation | 3.0 |
| 722 | Food services and drinking places | 1.0 |
| 722410 | Drinking Places (Alcoholic Beverages) | |
| 81 | Other services | 5.0 |

Note: Class Schedule is based on 2017 IRS data.

APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes

| NAICS Sector/Subsector | Industry Sector | Class |
|-----------------------------------|--|--------------|
| 11 | Agriculture, forestry, hunting and fishing | 1 |
| 21 | Mining | 2 |
| 22 | Utilities | 1 |
| 31 - 33 | Manufacturing | 3 |
| 42 | Wholesale trade | 1 |
| 44 - 45 | Retail trade | 1 |
| 48 - 49 | Transportation and warehousing | 1 |
| 51 | Information | 4 |
| 52 | Finance and insurance | 7 |
| 53 | Real estate and rental and leasing | 7 |
| 54 | Professional, scientific, and technical services | 5 |
| 55 | Management of companies | 7 |
| 56 | Administrative and support and waste management and remediation services | 3 |
| 61 | Educational services | 3 |
| 62 | Health care and social assistance | 4 |
| 71 | Arts, entertainment, and recreation | 3 |
| 721 | Accommodation | 1 |
| 722 | Food services and drinking places | 2 |
| 81 | Other services | 4 |
| | | |
| Class 8 | Subclasses | |
| 23 | Construction | 8.1 |
| 482 | Rail Transportation | 8.2 |
| 517111 | Wired Telecommunications Carriers | 8.3 |
| 517112 | Wireless Telecommunications Carriers (except Satellite) | 8.3 |
| 517122 | Agents for Wireless Telecommunications Services | 8.3 |
| 5241 | Insurance Carriers | 8.4 |
| 5242 | Insurance Brokers for non-admitted Insurance Carriers | 8.4 |
| 713120 | Amusement Parks and Arcades | 8.51 |
| 713290 | Nonpayout Amusement Machines | 8.52 |
| 713990 | All Other Amusement and Recreational Industries (pool tables) | 8.6 |
| | | |

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

This appendix will be updated every odd year based on the latest available IRS statistics. The 2019 Business License Class Schedule may be accessed at:

Item 7.

ORDINANCE 2023/XX

AN ORDINANCE TO AMEND THE BUSINESS AND PROFESSIONAL LICENSES ORDINANCE, CHAPTER 18, ARTICLE III, SECTION 18-67(A)(B), APPENDIX A&B.

WHEREAS, the County of Beaufort is authorized by S.C. Code Section 4-9-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income; and

WHEREAS, Beaufort County has been in the practice of regulating business licensing as evidenced by the Beaufort County Code of Ordinances Chapter 18, Article III, Sections 18-46 through 18-71; and

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act (“Standardization Act”). The South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes; and

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, the County must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office; and

WHEREAS, the County Council of Beaufort County now wishes to amend the Current Business and Professional License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association.

NOW, THEREFORE, be it ordained by Beaufort County Council, in a meeting duly assembled, that Chapter 18, Article III, Section 18-67 (a)(b), Appendix A&B of the Code of Ordinances is amended to adopt the latest Standardization Business License Class Schedule and to make other minor amendments as recommended by the Association and as set forth in Exhibit "A".

Adopted this _____ day of _____ 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

ARTICLE III. - BUSINESS AND PROFESSIONAL LICENSES

Section 1. License Required. Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of Beaufort County, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 2. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

"*Business*" means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly. In addition to the above-described activities constituting doing business in the count an individual shall be deemed to be in business if that individual owns and rents two or more residential rental units (or holds a partial interest therein) within the County, excluding the municipality therein. This applies to long-term rentals (30 days or more) only.

"*Charitable Organization*" means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501 (c)(3), (4), (6), (7), (8), (10) or (19).

"*Charitable Purpose*" means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

"*Classification*" means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

"*Council*" means the County Council of Beaufort County.

"*Domicile*" means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

"*Gross Income*" means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the County. If the licensee has a domicile within the County, business done within the County shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the County, business done within the County shall include only gross receipts or revenue received or accrued within the County. In all cases, if the licensee pays a business license tax to another Municipality or County, then the licensee's gross income for the purpose of computing the tax within the County must be reduced by the amount of revenues or receipts taxed in the other Municipality or County and fully reported to the County. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise

shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the County shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

"*License Official*" means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the County may designate one or more alternate license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

"*Licensee*" means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

"*County*" means the Beaufort County, South Carolina.

"*NAICS*" means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

"*Person*" means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 3. Purpose and Duration. The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The license year ending on December 31, 2021 shall commence on May 1st, 2022 and shall run through April 30th 2023. Thereafter, the license periods shall be established as follows. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license

shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; provided, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 4. Business License Tax Refund.

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the County before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The County shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 5. Registration Required.

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; provided, a new business shall be required to have a business license prior to operation within the County, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.

- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official.

Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.

- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the County have been paid.
- D. The County shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

Section 6. Deductions, Exemptions, and Charitable Organizations.

- A. No deductions from gross income shall be made except income earned outside of the County on which a license tax is paid by the business to some other County or county and fully reported to the County, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the County, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the County. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.

- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 7. False Application Unlawful. It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 8. Display and Transfer.

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the County.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 9. Administration of Ordinance. The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

Section 10. Inspection and Audits.

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the County is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.

- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 11. Assessments. Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the County pursuant to the provisions of S.C. Code 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business, or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 4-9-30 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

Section 12. Delinquent License Taxes, Partial Payment.

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 13. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the County three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 14. Denial of License. The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;

- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accidens*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the County or in another jurisdiction;
- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the County of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- G. The license for the business or for a similar business of the licensee in the County or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 15. Suspension or Revocation of License. When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A licensee is delinquent in the payment to the County of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the County by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 16. Appeals to Council or its Designee.

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.
- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- D. For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County may establish a different procedure by ordinance.

Section 17. Consent, franchise, or license required for use of streets.

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the County any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of

or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 18. Confidentiality. Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the County may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

Section 19. Violations. Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

Section 20. Severability. A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code 6-1-400 et seq., the standardization act shall control.

Section 21. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the County shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the County, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.
- C. The classifications included in each rate class are listed with NAICS codes, by sector, subsector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the clerk.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

| <u>RATE CLASS</u> <u>FRACTION THEREOF</u> | <u>BASE RATE</u> | INCOME: \$0 - \$2,000 | INCOME OVER \$2,000 |
|--|---|-----------------------|----------------------------|
| | | | <u>RATE PER \$1 000 OR</u> |
| 1 | \$ 35.00 | | \$ 0.37 |
| 2 | \$ 40.00 | | \$ 0.47 |
| 3 | \$ 45.00 | | \$ 0.57 |
| 4 | \$ 50.00 | | \$ 0.67 |
| 5 | \$ 55.00 | | \$ 0.77 |
| 6 | \$ 60.00 | | \$ 0.87 |
| 7 | \$ 65.00 | | \$ 0.97 |
| 8.1 | \$ 40.00 | | \$ 0.47 |
| 8.2 | Set by state statute | | |
| 8.3 | MASC Telecommunications | | |
| 8.4 | MASC Insurance | | |
| 8.51 | \$12.50 + \$12.50 per machine | | |
| 8.52 | \$12.50 + \$180.00 per machine | | |
| 8.6 | \$ 45.00 plus \$5.00 -OR- \$12.50 per table | | \$ 0.5 |

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the County.

CLASS 8 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the County also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 — Contractors, Construction. All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the County: Minimum

on first \$2,000_____ \$ see rates PLUS

Each additional 1,000_____ \$ see rates

Non-resident rates apply to contractors that do not have a permanent place of business within the County. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 - Railroad Companies (See S.C. Code 12-23-210).

8.3 NAICS 517111, 517112, 517222 - Telephone Companies.

With respect to "retail telecommunications services" as defined in S. C. Code 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the "Telecommunications Collections Ordinance"). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 — Insurance Companies:

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the "Insurers and Brokers Collections Ordinance"). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 — Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code 12-21-2720(A)(1) and (A)(2) [Type I and Type II].

For operation of all machines (not on gross income), pursuant to S.C. Code 12-21-2746:

Per Machine _____ \$12.50 PLUS
Business license _____ \$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 — Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) [Type III].

For operation of all machines (not on gross income), pursuant to S.C. Code 512-21-2720(B):

Per Machine _____ \$180.00 PLUS
Business license _____ \$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 - Billiard or Pool Rooms, all types. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3 ½ feet wide and 7 feet long, and \$12.50 per table longer than that.

APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes

| NAICS Sector/Subsector | Industry Sector | Class |
|---------------------------|--|-------|
| 11 | Agriculture, forestry, hunting and fishing | 1 |
| 21 | Mining | 2 |
| 22 | Utilities | 1 |
| 31 - 33 | Manufacturing | 3 |
| 42 | Wholesale trade | 1 |
| 44 - 45 | Retail trade | 1 |
| 48 - 49 | Transportation and warehousing | 1 |
| 51 | Information | 4 |
| 52 | Finance and insurance | 7 |
| 53 | Real estate and rental and leasing | 7 |
| 54 | Professional, scientific, and technical services | 5 |
| 55 | Management of companies | 7 |
| 56 | Administrative and support and waste management and remediation services | 3 |
| 61 | Educational services | 3 |
| 62 | Health care and social assistance | 4 |
| 71 | Arts, entertainment, and recreation | 3 |
| 721 | Accommodation | 1 |
| 722 | Food services and drinking places | 2 |
| 81 | Other services | 4 |
| | | |
| Class 8 | Subclasses | |
| 23 | Construction | 8.1 |
| 482 | Rail Transportation | 8.2 |
| 517111 | Wired Telecommunications Carriers | 8.3 |
| 517112 | Wireless Telecommunications Carriers (except Satellite) | 8.3 |
| 517122 | Agents for Wireless Telecommunications Services | 8.3 |
| 5241 | Insurance Carriers | 8.4 |
| 5242 | Insurance Brokers for non-admitted Insurance Carriers | 8.4 |
| 713120 | Amusement Parks and Arcades | 8.51 |
| 713290 | Nonpayout Amusement Machines | 8.52 |
| 713990 | All Other Amusement and Recreational Industries (pool tables) | 8.6 |
| | | |

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

This appendix will be updated every odd year based on the latest available IRS statistics. The Business License Class Schedule may be accessed at:

Item 7.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| AN ORDINANCE RATIFYING THE SALARIES FOR VARIOUS ELECTED OFFICIALS AND TO AMEND SECTION 2-347 OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED AND APPOINTED OFFICIALS |
| MEETING NAME AND DATE: |
| September 25, 2023; County Council |
| PRESENTER INFORMATION: |
| Brittany Ward, County Attorney; Katherine Mead, Director of Human Resources 10 Minutes |
| ITEM BACKGROUND: |
| Discussed at September 18, 2023 Finance Committee. Motion made to present ordinance at the September 25, 2023 County Council meeting. |
| PROJECT / ITEM NARRATIVE: |
| On August 12, 2019, the Beaufort County Finance Committee (“Committee”) desired to compensate the Elected Officials based on the average salaries of Tier 1 Counties in South Carolina, and approved to amend the current ordinance to reflect the recommended salaries of the Elected Officials. The funding for the desired salary increase for Elected Officials had been included in the Fiscal Year 2019 budget. The desired ordinance was not presented to County Council. The Elected Officials have been receiving the approved recommended salary rates above since July 1, 2019 and have received all other applicable increases as established in Chapter 2 of the Beaufort County Ordinance |
| FISCAL IMPACT: |
| Potential salary amounts owed totals \$45,417.78 to be paid from the payroll contingency account. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends Council vote in favor of the ordinance. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to move forward to second reading and a public hearing of an ordinance ratifying the salaries for various elected officials and to amend Section 2-347 of the Beaufort Bounty Code of Laws establishing the salaries for various elected and appointed officials. |

ORDINANCE 2023/ _____

AN ORDINANCE RATIFYING THE SALARIES FOR VARIOUS ELECTED OFFICIALS AND TO AMEND SECTION 2-347 OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED AND APPOINTED OFFICIALS

WHEREAS, the County Council of Beaufort County (“Council”) has created a salary administration program for compensating elected and appointed officials in Section 2-346 of the Beaufort County Code; and

WHEREAS, the Council has the authority to establish salaries for elected officials and in Section 2-347 of the Beaufort County Code has established the Entry Level Salary for the Auditor, Clerk of Court, Coroner, Sheriff, and Treasurer (“Elected Officials”); and

WHEREAS, on August 12, 2019, the Beaufort County Finance Committee (“Committee”) desired to compensate the Elected Officials based on the average salaries of Tier 1 Counties in South Carolina, and approved to amend the current ordinance to reflect the recommended salaries of the Elected Officials as follows:

| Elected Official | Recommended Salary |
|-------------------------|---------------------------|
| Auditor | \$88,000 |
| Clerk of Court | \$103,000 |
| Coroner | \$92,000 |
| Sheriff | \$149,000 |
| Treasurer | \$93,000 |

WHEREAS, the funding for the desired salary increase for Elected Officials was included in the Fiscal Year 2019 budget; and

WHEREAS, the desired ordinance amendment to increase salaries for Elected Officials did not receive a public hearing nor was the ordinance amendment presented to Council. Yet, the Elected Officials who held their positions on July 1, 2019, started receiving the above recommended salary rates and have received all other applicable increases as established in Chapter 2 of the Beaufort County Ordinance; and

WHEREAS, Council has determined that it is in its best interest of all parties to ratify the payments for the Elected Official’s salaries who were sworn into their office after July 1, 2019 and to amend Ordinance Section 2-347 to reflect the desired salary increases for the Elected Officials based on the 2019 recommendations; and

WHEREAS, standards that are ~~stricken through~~ shall be deleted text and standards that are underscored shall be added text.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council in a meeting duly assembled, by their authority to ratify the Elected Officials’ salary payments to reflect the above 2019 recommended salaries, and all other applicable increases as established in Chapter 2 of the Beaufort County Ordinance, and to hereby amend Section 2-347 Beaufort County Code of Laws to read as follows:

- (a) *Salary.* The entry level salary for each elected and appointed official is established as follows:
 - (1) *Auditor:* ~~\$59,915.00~~ \$88,000.00, which excludes any other stipend paid by the county and/or state.

- (2) *Clerk of court*: ~~\$79,837.00~~ \$103,000, which excludes any other stipend paid by the county and/or state.
- (3) *Coroner*: ~~\$70,367.00~~ \$92,000, which excludes any other stipend paid by the county and/or state.
- (4) *Probate judge*: \$100,067.00, which excludes any other stipend paid by the county and/or state.
- (5) *Sheriff*: ~~\$102,380.00~~ \$149,000, which excludes any other stipend paid by the county and/or state.
- (6) *Treasurer*: ~~\$64,327.00~~ \$93,000, which excludes any other stipend paid by the county and/or state.
- (7) *Master-in-equity*: Set pursuant to S.C. Code Ann. § 14-11-30, which excludes any other stipend paid by the county and/or state.
- (8) *Magistrate*: Set pursuant to S.C. Code Ann. § 22-8-40(b)(2), which excludes any other stipend paid by the county and/or state.

The above entry level salaries were established using the average salaries of peer counties in the tier 1 classification as determined by population in the South Carolina Association of Counties Annual Salary Survey for each position, or the current Beaufort County salary, whichever is greater.

(b) Cost of living. At each instance of a cost of living allowance (COLA) pay increase awarded by the Beaufort County Council, after the enactment date of this ordinance [September 2007 and amended August 2019], the entry level salary of each elected or appointed office listed in subsection (a) above will be increased accordingly.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock,
Clerk to Council



November 9, 2023

Beaufort County Council
100 Ribaut Rd.
Beaufort, SC 29902

Dear County Council Members:

On June 19, 2023, Act No. 81 went into effect upon Governor McMaster's signature. Section 1.A. of this law amended Section 59-152-60 of the S.C. Code to state that the county library system shall recommend one member to the county council for appointment by the council to serve as a member of the local First Steps Partnership Board.

I write this letter to formally request that Amanda Brewer Dickman, Library Director, may be appointed to the Beaufort County First Steps local partnership board.

Additionally, should you choose to appoint this member, we ask that you please notify the Beaufort First Steps Executive Director, Betty Washington, at betty@beaufortfirststeps.com or (843) 379-7837. Thank you for your consideration.

Sincerely,

Lynne Miller,
Chair, Beaufort County Library Board of Trustees



July 13, 2023

Greetings Beaufort County First Steps Board Members,

In preparation for our next meeting on August 7th at the Baptist Church of Beaufort at 6:00 p.m., we wanted to make you aware of new changes in the board composition as a result of Bill H4073 which was passed and written into law making First Steps a permanent authorized agency.

The new structure is outlined below.

- No more than 4 members elected by the local partnership board.
- 6 members appointed by the legislative delegation.
- 3 members appointed by the legislation delegation upon recommendation by DSS, DHEC, and Head Start.
- 1 member appointed by the county council upon recommendation by the county library.
- 1 member appointed by each school district board within the partnership region.

Other Changes are as follows:

- By resolution, the legislative delegation may transfer all or some of their appointments to the county council.
- Appointed members are no longer subject to a term limit. Elected members are still on terms of 4 years, not to exceed 8 consecutive years.

Full implementation of this must be completed by July 1, 2024.

Thank you all for your endless leadership and passion for the families and children you serve in your counties.

Sincerely,

Anita Lynn Singleton
Betty Washington
 Anita Lynn Singleton, Board Chair

Betty Washington, Executive Director

Mailing Address: P.O. Box 6421 • Beaufort, SC 29903
 Physical Address: 703 Bladen Street • Beaufort, SC 29902
 Phone: (843) 379-7837 • Fax: (843) 379-7840

Beaufort County Boards & Commissions

1. BEAUFORT COUNTY TRANSPORTATION COMMITTEE

RECOMMEND APPROVAL OF THE APPOINTMENT OF **JOHN VAROL** TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF NOVEMBER 2027.

- ❖ RECOMMENDED BY VICE-CHAIR MCELYNN
- ❖ APPROVED BY KRAIG GORDON, BOARD CHAIRMAN
- ❖ DISTRICT 10 RESIDENT, SWAP CHANGE APPROVED BY COUNCIL MEMBER REITZ
- ❖ TERM: 1ST
- ❖ OCCUPATION: RETIRED