



County Council Meeting Beaufort County, SC

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

**Monday, December 09, 2024
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 28, 2024 and November 12, 2024*
6. ADMINISTRATOR'S REPORT

CITIZEN COMMENTS

7. **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.

COMMITTEE REPORTS

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8. LIASION AND COMMITTEE REPORTS
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PUBLIC HEARINGS AND ACTION ITEMS

9. APPROVAL OF CONSENT AGENDA
10. DISCUSSION OF THE RESULTS OF THE THIRD-PARTY REVIEW OF THE MITCHELVILLE APPRAISALS AUTHORIZED BY THE COMMUNITY SERVICES AND LAND USE COMMITTEE ON SEPTEMBER 9, 2024, RELATED TO THE PURCHASE OF THE MITCHELVILLE PROPERTY BY THE TOWN OF HILTON HEAD ISLAND
11. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENTS OF SOUTH CAROLINA CODE OF LAWS
- Vote at First Reading on November 12, 2024 - 10:0*
- Vote at Second Reading on November 18, 2024 - 10:0*
12. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING BUDGET ORDINANCE 2024/25, TO REFLECT THE APPROVAL OF USE OF GENERAL FUND -FUND BALANCE FOR \$3,300,000 FOR FLEET SERVICES VEHICLE AND EQUIPMENT PURCHASES. (***FISCAL IMPACT: \$3,300,000. Amending Budget Ordinance 2024/25, to reflect the approval of use of General Fund-Fund balance for \$3,300,000 for Fleet Services vehicle and equipment purchases***)
- Vote at First Reading on November 12, 2024 - 10:0*
13. FIRST READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.6.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE COMMUNITY PRESERVATION DISTRICT (DCP) AND SECTION A.7.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE MIXED USE DISTRICT (DMU)
- Item was approved without objection at Community Services and Land Use Committee on November 12, 2024. (Recusal: Councilman Dawson)*
14. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT (***FISCAL IMPACT: Acquisition of right-of-way shall be at fair market value established by a licensed appraisal; Funded by the 2018 One Percent Transportation Sales and Use Tax***)
15. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY-OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND (***FISCAL IMPACT: The lease rate established in accordance with the Beaufort County Lease Policy, the applicable section of the Policy provides: The administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval***)
16. FIRST READING OF AN ORDINANCE TO INVEST \$4,300,000 FROM THE GENERAL FUND - FUND BALANCE IN AN INFRASTRUCTURE DEVELOPMENT PROJECT AT BEAUFORT EXECUTIVE AIRPORT (ARW) TO FUND CONSTRUCTION OF AIRCRAFT HANGERS. (***FISCAL IMPACT: Each option improves ARW's financial position. The backup package contains the details of each option. Option 2 provides a favorable combination of investment and project financing that provides significant benefit to the County by executing a project that will generate revenue immediately upon completion. This revenue (from hangar rent and increased fuel sales) will help fund important deferred airfield safety and facility maintenance projects. The increase in based aircraft also increases aircraft property tax revenues.***)

- [17.](#) APPROVAL OF THE PURCHASE OF LICENSE PLATE READING CAMERAS FOR THE BEAUFORT COUNTY SHERIFF'S OFFICE WITH ARPA FUNDS IN THE AMOUNT OF \$262,291.34.
- [18.](#) APPROVAL OF THE 2025 COUNCIL MEETING SCHEDULE
- [19.](#) APPOINTMENT OF PATRICK MITCHELL TO THE STORMWATER MANAGEMENT UTILITY BOARD FOR A FOUR-YEAR TERM WITH AN EXPIRATION DATE OF NOVEMBER 2028.

CITIZEN COMMENTS

20. 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

- 21. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO PENDING LITIGATION (BEAUFORT COUNTY v MASHBURN et al [BUCKWALTER REC CENTER])
- 22. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE ON MATTERS RELATED TO A PENDING, THREATENED, OR POTENTIAL CLAIM OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (DAUFUSKIE ISLAND FERRY SERVICE).
- 23. PURSUANT TO S.C. CODE SECTION 30-04-70(A)(2) TO RECEIVE LEGAL ADVICE REGARDING PENDING, THREATENED, OR POTENTIAL CLAIMS OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE, SETTLEMENT OF LEGAL CLAIMS, OR THE POSITION OF THE COUNTY IN ADVERSARY SITUATIONS INVOLVING THE ASSERTION OF A CLAIM AGAINST THE COUNTY.
- 24. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO PENDING LITIGATION (MARIA WALLS V. BEAUFORT COUNTY)
- 25. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS (OKATIE RIVER PARK)

END OF EXECUTIVE SESSION

- 26. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 27. ADJOURNMENT

CONSENT AGENDA

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

1. APPROVAL OF A RESOLUTION AMENDING THE BEAUFORT COUNTY PERSONNEL HANDBOOK POLICY SECTION 4.2 HOLIDAYS & HOLIDAY PAY AS AMENDED TO ADD JUNETEENTH NATIONAL INDEPENDENCE DAY AS A COUNTY-OBSERVED HOLIDAY ***(FISCAL IMPACT: Any fiscal impact is negligible)***
2. APPROVAL OF A RESOLUTION ACCEPTING THE DONATION OF A LIVE OAK TREE AT WHITEHALL PARK FROM THE FRIENDS OF WHITEHALL PARK
3. APPROVAL OF A RESOLUTION TO EXTEND THE BROADBAND EVERYWHERE - CATEGORY 3 (BE-CAT3) GRANT PROGRAM END DATE AND ALLOW US TO EXPAND THE REMAINING \$170,000 OF ARPA FUNDS IN ORDER TO SERVE NEW CUSTOMERS REACH BY ONGOING AND UPCOMING BROADBAND EXPANSION PROGRAMS. ***(FISCAL IMPACT: \$170,000.00 from ARPA funds to be used for Broadband assistance.)***
4. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT OPERATIONAL GRANT AWARD FROM THE COASTAL COMMUNITY FOUNDATION'S BEAUFORT FUND GRANT PROGRAM
5. APPROVAL OF A RESOLUTION TO ESTABLISH THE BEAUFORT COUNTY LOCAL ACCOMMODATION TAX AND LOCAL HOSPITALITY TAX FY25 LIST OF COUNTY PROJECTS.
6. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT OPERATIONAL GRANT AWARD FROM THE COASTAL COMMUNITY FOUNDATION'S BEAUFORT FUND GRANT PROGRAM
7. APPROVAL FOR BEAUFORT COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO
8. APPROVAL TO PLACE LAND PURCHASED BY PROJECT MICRO INTO AN EXISTING MULTI-COUNTY INDUSTRIAL PARK PROJECT MICRO
9. APPROVAL TO AWARD A CONTRACT FOR BROADBAND EXPANSION TO SERVE UNDERSERVED AREAS OF BEAUFORT COUNTY TO CONNECT HOLDING, LLC (AKA BRIGHT SPEED) FOR RFP #111824 (BEAUFORT COUNTY BROADBAND PROJECT) IN THE AMOUNT OF \$367,069 TO BE FUNDED WITH ARPA FUNDS.
10. APPROVAL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ACCEPT A FEDERAL SUBAWARD GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH FOR \$23,229.60.
11. BOARDS AND COMMISSIONS APPOINTMENTS & REAPPOINTMENTS

Items Originating from the Community Services and Land Use Committee

12. APPROVAL OF A RESOLUTION TO APPROVE RECOMMENDATIONS TO AWARD FY25 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 FY25 to community services organizations. Together for Beaufort County/Public Welfare Subsidies 1000-50-1598-55000)***
13. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE 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)

Items Originating from the Public Facilities and Safety Committee

14. THIRD READING OF AN ORDINANCE AUTHORIZING THE ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000

The Vote at First Reading on October 28, 2024 - 7:0:1

The Vote at Public Hearing and Second Hearing on November 12, 2024- 9:0:1

15. THIRD READING OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000

Vote at First Reading on October 28, 2024: 7:0:1

Vote at Public Hearing and Second Reading on November 12, 2024: 9:0:1

16. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD

Vote at First Reading on October 28, 2024 - 7:0:1

Vote at Public Hearing and Second Reading on November 12, 2024 - 9:0:1

17. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND

Vote at First Reading on October 28, 2024: 6:0:2

Vote at Public Hearing and Second Reading on November 12, 2024: 9:0:1

18. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY **(FISCAL IMPACT: \$2,720,000 to be funded by ARPA funds)**

Vote at First Reading on October 28, 2024- 8:0

Vote at Public Hearing and Second Reading on November 12, 2024 - 10:0

19. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000

Vote at First Reading on October 28, 2024- 8:0

Vote at Public Hearing and Second Reading on November 12, 2024- 10:0

20. APPROVAL OF A RESOLUTION TO ACCEPT SC AERONAUTICS COMMISSION GRANT 24-062 IN THE AMOUNT OF \$1,387,747.00 for ARW HANGAR CONSTRUCTION PROJECT (SITE DEVELOPMENT). **(FISCAL IMPACT: Total Project Cost (\$1,982,495.00). Project Funding Sources include: (70%) SCAC Grant 24-062 \$1,387,747.00 AND (30%) Sponsor Share \$594,748.00 (designated ARPA funds). GL Code 5102-90-0000-57130 | Current Encumbered Balance for the Project: \$1,982,495.00)**

21. APPROVAL OF A RESOLUTION FOR THE SECOND ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TOWN OF HILTON HEAD FOR THE ST. JAMES BAPTIST CHURCH RELOCATION PROJECT. **(FISCAL IMPACT: This second addendum is to make provisions for reimbursement to the Church for continued project management services provided by YCP for the remainder of the project. 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 accounted for in this Addendum.)**

22. APPROVAL OF CHANGE ORDER 1 FOR HXD TERMINAL IMPROVEMENTS PHASE 1 IN THE AMOUNT OF \$3,367,113 TO THE EXISTING CONTRACT WITH A CURRENT VALUE OF \$30,898,447.83 **(FISCAL IMPACT: \$168,355.65. A remaining 5% (\$168,355.65) will come from Airport Enterprise Funds)**
23. APPROVAL FOR THE TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2301 FOR HXD AIRPORT LAYOUT PLAN UPDATE **(FISCAL IMPACT: work authorization shall not exceed \$1,103,678.00. Project Funding Sources include; 75% FAA BIL AIG \$825,757, 25% Sponsor Share \$277,921.00 GL Code 5402-90-000-57130, current encumbered balance for the ALP update report: \$1,103,978.00)**
24. APPROVAL OF A CONTRACT AWARD TO KIMLEY-HORN AND ASSOCIATES INC. FOR THE CONDUCT OF THE US 278 CORRIDOR STUDY. **(FISCAL IMPACT: Total Cost of Contract is \$500,000.00. The project is funded 100% (\$500,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000)**
25. APPROVAL OF A CONTRACT AWARD TO KIMLEY HORN AND ASSOCIATES, INC. FOR THE INTELLIGENT TRANSPORTATION SYSTEM (ITS) REGIONAL MASTER PLAN FOR VARIOUS CORRIDORS IN BEAUFORT AND JASPER COUNTY **(FISCAL IMPACT: Total Cost of Contract is \$275,000.00. The project is funded 80%(\$220,000.00) with federal guide share funds through LATS and 20% (\$55,000) with local funds from Beaufort County. The county funds will be encumbered from Capital Funds account 4000-80-1243-54500 with a balance of \$2,955,012.93.)**
26. APPROVAL OF A CONTRACT AWARD TO STANTEC FOR THE SC 170 REGIONAL CORRIDOR STUDY. **(FISCAL IMPACT: Total Cost of Contract is \$400,000.00. The project is funded 100% (\$400,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000.)**
27. APPROVAL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DOMINION ENERGY FOR THE RELOCATION OF UTILITY FACILITIES IN CONFLICT WITH THE LADY'S ISLAND MIDDLE SCHOOL REALIGNMENT PROJECT. **(FISCAL IMPACT: The cost to Dominion Energy to design and relocate their facilities is \$264,617. This will be funded from the 2018 Transportation Sales Tax account 4705-80-000-54500-PTHWY with a current balance of \$14,246,967.17)**
28. APPROVAL OF A TASK ORDER FOR JH HIERS FOR THE BAY PINES DRAINAGE IMPROVEMENT PROJECT **(FISCAL IMPACT: the maintenance shelf establishment and ditch clearing total proposed cost is \$200,700, project will be funded from account #5025-90-9020-51170 available balance \$630,516.19)**

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 28, 2024
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/318809>

1. CALL TO ORDER

Vice-Chair McElynn called the meeting to order at 5:26PM.

PRESENT

Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
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 (*dropped off the meeting after administrators report*)

ABSENT

Chairman Joseph F. Passiment
Council Member Logan Cunningham

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Vice-Chairman Lawrence McElynn led the Pledge of Allegiance and gave the invocation.

3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Vice-Chairman McElynn stated public notice 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 Brown, Seconded by Council Member Glover to approve the agenda.

The Vote - Motion approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve the minutes from August 26, 2024; September 9, 2024; September 16, 2024; and September 23, 2024.

The Vote - Motion was approved without objection.

6. ADMINISTRATOR'S REPORT

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

<https://beaufortcountysc.new.swagit.com/videos/318809>

7. PRESENTATION OF A PROCLAMATION FOR RED RIBBON WEEK- YOUNG MARINES

Vice-Chair McElynn presented a proclamation to the Young Marines for Red Ribbon Week.

8. PRESENTATION OF A PROCLAMATION RECOGNIZING OPERATION GREEN

Council Member Bartholomew presented a proclamation to the Beaufort County Veterans Affairs office recognizing Operation Green Light.

9. PRESENTATION OF A PROCLAMATION RECOGNIZING PENN CENTER'S 162ND ANNIVERSARY

Council Member Glover presented a proclamation recognizing Penn Center's 162nd Anniversary.

10. PRESENTATION OF A PROCLAMATION RECOGNIZING THE OUTSTANDING PERFORMANCE AND COMMITMENT OF THE BEAUFORT COUNTY YOUTH CONFERENCE YOUTH AMBASSADORS

Council Member Glover presented a proclamation to the Beaufort County Youth Conference Youth Ambassadors.

11. CITIZEN COMMENT PERIOD

Citizen comments were taken.

12. LIASION AND COMMITTEE REPORTS

Please watch the video stream on the county's website to view the full report. <https://beaufortcountysc.new.swagit.com/videos/318809>

13. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve the following consent agenda items; Third Reading Of An Ordinance Amending The Community Development Code (CDC): Section 3.1.60 (Consolidated Use Table), 3.3.40 (Community Center Mixed Use (C4) Zone Standards), And 3.3.50 (Regional Center Mixed Use (C5) Zone Standards) To Allow Dwelling: Single Family Detached Unit In C4 Neighborhood Mixed Use And C5 Regional Center Mixed Use, Third Reading Of An Ordinance For A Comprehensive Plan Amendment To Add The Beaufort County Housing Impact Analysis As An Appendix To The 2040 Comprehensive Plan; Third Reading Of An Ordinance Amending Beaufort County Code Of Ordinances Part 1 General Ordinances, Chapter 46 Health And Sanitation, Article Iv Alcohol And Drug Abuse Board Sections 121 Purpose And 122 Powers And Duties; And Repealing Section 46-122 Membership, Approval Of A Resolution Authorizing The County Administrator To Execute The Necessary Documents And Provide Funding For The Fee Simple Purchase Of Real Property Identified As Tax Map Serial Number R600 009 000 0030 0000 And Also Known As Rawstrom Road; Approval Of A Resolution Committing Future Fiscal Year Funds To Beaufort Jasper Water Sewer Authority's Efforts To Extend Its Public Sewer System And Facilitate The Conversion Of Customers From Septic To Sewer In The Alljoy Neighborhood Area In Bluffton To Promote Public Health And Environmental Safety; Approval Of A

Contract Change Order For An Additional \$10,958.49 In Funding For The Completion And Closeout Of The Fire Station 34 Project; Third Reading Of An Ordinance Authorizing The County Administrator To Enter Into A Lease Agreement With Lowcountry Regional Transportation Authority For The County Owned Real Property Located At 316 Castle Rock Road; Approval Of A Resolution Authorizing The County Administrator To Approve A Parking Space Rental Agreement Between Beaufort County And United Parcel Service, Inc., An Ohio Corporation; Approval Of A Resolution To Enter Into A Local Public Agency (LPA) Agreement Between The South Carolina Department Of Transportation And Beaufort County For Its Master Plan For Various Corridors In Beaufort And Jasper County; Approval Of A Resolution Authorizing The County Administrator To Approve A Cooperative Service Agreement Between Beaufort County And United States Department Of Agriculture Animal And Plant Health Inspection Service (Aphis) Wildlife Services (WS); Approval Of A Resolution To Accept SCAC Grant 24-026 For \$140,405.00 For HXD Air Traffic Control Tower Radio Suite Equipment Replacement; Approval Of A Resolution Authorizing The County Administrator To Enter Into A Letter Of Agreement For Shuttle Service Between Beaufort County And The Best Of Hilton Head; Approval Of A Resolution To Accept The Military Enhancement Plan Fund Grant From The South Carolina Department Of Veterans Affairs For The Amount Of \$3,000,000 For The Laurel Bay Treatment Plant Project; Approval Of A Resolution To Accept SCAC Grant 24-027 For \$157,006.00 For ARW Runway 07/25 Rehabilitation Project; Approval Of A Resolution Authorizing The County Administrator To Accept A Grant In Aid From The South Carolina Department Of Public Health; Approval Of A Resolution To Accept The Military Enhancement Plan Fund Grant From The South Carolina Department Of Veterans Affairs For The Amount Of \$1,600,000 For The Port Royal Reclamation Facility Project; Approval Of Contract Award For A Design Contract To Kimley Horn For The Realignment Of Sc 462 At Sc 170; Approval For A Talbert, Bright, And Ellington (TBE) Work Authorization 2119-2401 For ARW Runway 07/25 Rehabilitation Project; Approval Of A Contract Award To Quality Enterprises USA for Ifb # 070924 ARW Runway Rehabilitation Construction Project; Approval Of An Intergovernmental Agreement With The City Of Beaufort And The Approval Of A Change Order To Eurovia Atlantic DbA Blythe For Ifb #011224e Year 7 Resurfacing Project For The Paving Of City-Owned Roads In Battery Shore Neighborhood.

The Vote - Motion was approved without objection.

- 14. SECOND READING OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) GENERAL OBLIGATION BONDS OF 2025 OF BEAUFORT COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO**

Motion: It was moved by Council Member Howard, Seconded by Council Member Tabernik second reading of an ordinance to provide for the issuance and sale of not exceeding seventy million dollars (\$70,000,000) general obligation bonds of 2025 of Beaufort County, South Carolina; to prescribe the purposes for which the proceeds shall be expended; to provide for the payment thereof; and other matters relating thereto.

The Vote - Motion was approved without objection.

- 15. FIRST READING OF AN ORDINANCE AUTHORIZING THE ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000**

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Dawson to approve the first reading of an ordinance authorizing the administrator to execute all documents necessary for the acceptance of a drainage easement located at 1 Flamingo Cove on parcel r200 005 00a 0040 0000

The Vote - Voting Yea: Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown,

Council Member Dawson, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Abstaining:** Council Member Glover. The motion passed 7:0 with 1 abstention.

16. FIRST READING OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard to approve the first reading of an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel r100 030 000 0268 0000.

The Vote - Voting Yea: Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Abstaining:** Council Member Glover. The motion passed 7:0 with 1 abstention.

17. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Brown to approve the first reading of an ordinance authorizing the county administrator to execute any documents necessary to accept right of way on Fish Haul Road.

The Vote - Voting Yea: Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Abstaining:** Council Member Glover. The motion passed 7:0 with 1 abstention.

18. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND

Motion: It was moved by Council Member Dawson, Seconded by Council Member Brown to approve first reading of an ordinance authorizing the county administrator to execute any necessary documents for the acceptance of right of way properties on parcel r200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

The Vote - Voting Yea: Vice-Chairman McElynn, Council Member Brown, Council Member Dawson, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Abstaining:** Council Member Bartholomew, and Council Member Glover. The motion passed 6:0 with 2 Abstentions.

19. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY

Motion: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to approve the first reading of an ordinance authorizing the county administrator to execute the necessary documents to purchase and fund the purchase of the real property located at 247 Robert Smalls Parkway.

The Vote - Motion was approved without objection.

20. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000

Motion: It was moved by Council Member Lawson, Seconded by Council Member Brown to approve first reading of an ordinance authorizing the county administrator to execute the necessary documents to accept the conveyance of a portion of property owned by the Town of Bluffton located at 140 Buck Island Road with tms no. R610-031-000-00003-0000.

The Vote - Motion was approved without objection.

21. CITIZEN COMMENT PERIOD

Citizen comments were taken.

22. EXECUTIVE SESSION

Motion: It was moved by Council Member Dawson, Seconded by Council Bartholomew to go into executive session to discuss the items below:

Pursuant To S.C. Code Section 30-4-70(A)(2) Receipt Of Legal Advice Where The Legal Advice Relates To Pending Litigation (Ware V Beaufort County)

Pursuant To S.C. Code Sec. 30-4-70(A)(2): Receipt Of Legal Advice Where The Advice Relates To Pending Claims Or Other Matters Covered By The Attorney-Client Privilege (Beaufort County V. Broad Creek Development, Llc)

Pursuant To S.C. Code Section 30-4-70(A)(2) Receipt Of Legal Advice Where The Legal Advice Relates To Pending Litigation (Redfish Holdings Llc V Beaufort County)

Pursuant To S.C. Code Sec. 30-4-70(A)(2): Receipt Of Legal Advice Where The Advice Relates To Pending Claims Or Other Matters Covered By The Attorney-Client Privilege (Beaufort County V. Okatie River Park/Pepper Hall, Llc)

The Vote - Motion was approved without objection.

23. MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member Brown, Seconded by Council Member Tabernik that Council not approve the settlement offer proposed by the Plaintiffs in the litigation related to James Ware, et. al. v. Beaufort County at this time.

The Vote - Motion was approved without objection.

Motion: It was moved by Council Member Lawson, Seconded by Council Member Dawson that Council authorize the Deputy County Attorney and our Outside Counsel in the case of Red Fish Holdings v Beaufort to attempt to negotiate a settlement in an amount as discussed in executive session and, if successful, for the County Administrator to execute a Settlement Agreement for an amount as discussed in executive session.

The Vote - Motion was approved without objection.

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Brown that Council authorize the Deputy County Attorney and our outside counsel in the case of Broad Creek Development v. Beaufort County to attempt to negotiate a settlement in an amount as discussed in executive session and, if successful, for the County Administrator to execute a Settlement Agreement for an amount as discussed in executive session.

The Vote - Motion was approved without objection.

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover that Council authorize the Deputy County Attorney to negotiate a Settlement Agreement with the Parties involved in the Okatie River Park contractual dispute for an amount discussed in executive session and, if successful,

authorize the County Administrator to execute a Settlement Agreement for an amount as discussed in executive session.

The Vote - Motion was approved without objection.

27. ADJOURNMENT

The meeting adjourned at 7:55PM.

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

**Tuesday, November 12, 2024
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/319811>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:05PM

PRESENT

Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew (Late)
Council Member Paula Brown
Council Member Logan Cunningham (Virtual)
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson (Virtual)
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 gave the invocation.

3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Chairman Passiment stated that public notice 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 Vice-Chairman McElynn, Seconded by Council Member Brown to approve the agenda.

The Vote - Motion approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve the October 14, 2024 minutes.

The Vote - Motion approved without objection.

6. ADMINISTRATOR'S REPORT

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

<https://beaufortcountysc.new.swagit.com/videos/319811>

7. PRESENTATION OF A PROCLAMATION RECOGNIZING AND COMMEMORATING 50 YEARS OF SERVICE OF THE BEAUFORT COUNTY ALCOHOL AND DRUG ABUSE DEPARTMENT, ALSO RECOGNIZED AS NEXUS CARE OF BEAUFORT COUNTY

Council Member Dawson presented a proclamation recognizing and commemorating 50 years of servicing the Beaufort County Alcohol and Drug Abuse Department.

8. CITIZEN COMMENTS

Citizen comments were taken.

9. LIASION AND COMMITTEE REPORTS

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

<https://beaufortcountysc.new.swagit.com/videos/319811>

10. APPROVAL OF CONSENT AGENDA

Motion to Amend: It was moved by Council Member Tabernik, Seconded by Council Member Brown to remove item number 2, approval of a contract award to design-build team Mitchel Construction & Coast Architects for ifb #080824 Agnes Major & Wesley Felix Community Centers, from the consent agenda to action items.

The Vote - Motion was approved without objection.

Main Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Dawson to approve the following consent agenda items; approval of a resolution to accept grant funds from the south carolina department of commerce in the amount of \$100,000 in support of project micro; and Boards and Commissions Appointments & Reappointments.

consent agenda

The Vote - Motion was approved without objection.

10(a). APPROVAL OF A CONTRACT AWARD TO DESIGN-BUILD TEAM MITCHEL CONSTRUCTION & COAST ARCHITECTS FOR IFB #080824 AGNES MAJOR & WESLEY FELIX COMMUNITY CENTERS

Please watch the video stream on the county's website to listen to the full discussion of this item

<https://beaufortcountysc.new.swagit.com/videos/319811>

Motion: It was moved by Glover, Seconded by Council Member Howard to approve a contract award to design-build team Mitchel Construction & Coast Architects for ifb #080824 Agnes Major & Wesley Felix Community Centers.

Motion to Amend: It was moved by Council Member Glover, Seconded by Council Member Tabernik to bifurcate this item so that Agnes Major and Wesley Felix can be voted on separately.

The motion to Amend was withdrawn

Main Motion: It was moved by Glover, Seconded by Council Member Howard to approve a contract award to design-build team Mitchel Construction & Coast Architects for ifb #080824 Agnes Major & Wesley Felix Community Centers.

The Vote - Motion was approved without objection.

11. APPROVAL TO AUTHORIZING THE COUNTY ADMINISTRATOR TO OFFER A BUYBACK OR EMPLOYEE PERSONAL LEAVE FOR FY2025

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Glover to approve authorizing the county administrator to offer a buyback or employee personal leave for FY2025.

The Vote - Motion was approved without objection.

12. APPROVAL TO OBSERVE MONDAY, DECEMBER 23, 2024 AS AN ADDITIONAL CHRISTMAS HOLIDAY FOR BEAUFORT COUNTY EMPLOYEES

Please watch the video stream on the county's website to listen to the full discussion of this item
<https://beaufortcountysc.new.swagit.com/videos/319811>

Motion: It was moved by Council Member Dawson, Seconded by Council Member Brown to approve to observe Monday, December 23, 2024, as an additional Christmas holiday for Beaufort County employees.

The Vote - Motion was approved without objection.

13. DISCUSSION OF THE US 278 CORRIDOR PROJECT STATE INFRASTRUCTURE BANK (SIB) INTERGOVERNMENTAL AGREEMENT

Please watch the video stream on the county's website to listen to the full discussion of this item
<https://beaufortcountysc.new.swagit.com/videos/319811>

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard to direct Administrator Moore to contact the SIB and inform them that the county does not have the resources at this time to commit any additional funds to the project, but request that the SIB hold the funds for the future as the county explores options.

The Vote - Motion was approved without objection.

14. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) GENERAL OBLIGATION BONDS OF 2025 OF BEAUFORT COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve public hearing and third reading of an ordinance to provide for the issuance and sale of not exceeding seventy million dollars (\$70,000,000) general obligation bonds of 2025 of Beaufort County, South Carolina; to prescribe the purposes for which the proceeds shall be expended; to provide for the payment thereof; and other matters relating thereto.

The chairman opened the floor for a public hearing

no one came forward

The chairman closed a public hearing.

The Vote - Motion approved without objection.

15. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Tabernik to approve a public hearing and second reading of an ordinance authorizing the administrator to execute all documents necessary for the acceptance of a drainage easement located at 1 Flamingo Cove on parcel r200 005 00a 0040 0000.

The chairman opened the floor for a public hearing

no one came forward

The chairman closed a public hearing.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Lawson, Council Member Reitz, Council Member Bartholomew, Council Member Dawson, Council Member Howard, and Council Member Tabernik. **Voting Nay:** Council Member Glover. The motion passed 9:1

16. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000

Motion: It was moved by Council Member Howard, Seconded by Council Member Brown to approve a public hearing and second reading of an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel r100 030 000 0268 0000.

The chairman opened the floor for a public hearing

no one came forward

The chairman closed a public hearing.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Lawson, Council Member Reitz, Council Member Bartholomew, Council Member Dawson, Council Member Howard, and Council Member Tabernik. **Voting Nay:** Council Member Glover. The motion passed 9:1

17. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Reitz to approve a public hearing and second reading of an ordinance authorizing the county administrator to execute any and all documents necessary to accept right of way on Fish Haul Road.

The chairman opened the floor for a public hearing

no one came forward

The chairman closed a public hearing.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Lawson, Council Member Reitz, Council Member Bartholomew, Council Member Dawson, Council Member Howard, and Council Member Tabernik. **Voting Nay:** Council Member Glover. The motion passed 9:1

18. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT

OF WAY PROPERTIES ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Brown to approve a public hearing and second reading of an ordinance authorizing the county administrator to execute any and all necessary documents for the acceptance of the right of way properties on parcel r200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

The chairman opened the floor for a public hearing

One individual came forward.

The chairman closed a public hearing.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Lawson, Council Member Reitz, Council Member Dawson, Council Member Glover, Council Member Howard, and Council Member Tabernik. **Abstaining:** Council Member Bartholomew. The motion passed 9:0:1.

19. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve a public hearing and second reading of an ordinance authorizing the county administrator to execute the necessary documents to purchase and to fund the purchase of the real property located at 247 Robert Smalls Parkway.

The chairman opened the floor for a public hearing

No one came forward.

The chairman closed a public hearing.

The Vote - Motion approved without objection.

20. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000

Motion: It was moved by Council Member Glover, Seconded by Vice-Chairman McElynn to approve public hearing and second reading of an ordinance authorizing the county administrator to execute the necessary documents to accept the conveyance of a portion of property owned by the Town of Bluffton located at 140 buck island road with tms no. R610-031-000-00003-0000.

The chairman opened the floor for a public hearing

No one came forward.

The chairman closed a public hearing.

The Vote - Motion approved without objection.

21. FIRST READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENTS OF SOUTH CAROLINA CODE OF LAWS

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve first reading of an ordinance appropriating funds from the State A-Tax Funds as recommended by the State A-Tax Committee in compliance with the requirements of South Carolina Code of Laws.

The Vote - Motion approved without objection.

22. FIRST READING OF AN ORDINANCE AMENDING BUDGET ORDINANCE 2024/25, TO REFLECT THE APPROVAL OF USE OF GENERAL FUND -FUND BALANCE FOR \$3,300,000 FOR FLEET SERVICES VEHICLE AND EQUIPMENT PURCHASES.

Motion: It was moved by Council Member Glover, Seconded by Council Member Tabernik to approve the first reading of an ordinance amending budget ordinance 2024/25, to reflect the approval of the use of general fund -fund balance for \$3,300,000 for fleet services vehicle and equipment purchases.

The Vote - Motion approved without objection.

23. APPROVAL ONE OF TWO PROPOSED OPTIONS FOR THE 2025 COMMITTEE AND COUNTY COUNCIL MEETING CALENDAR

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Bartholomew to approve the discussion of the 2025 Committee and County Council Meeting Calendar.

Discussion: Council Member Tabernik stated she wanted to add Chat with Council meetings to the meeting calendar as well as include St. Helena Island in the rotation for council meetings.

Motion: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to move forward with the calendar reflecting committee meetings starting at 4:00 PM and Council Meetings at 6:00 PM.

The Vote - Motion approved without objection.

24. CITIZEN COMMENT PERIOD

Citizen comment was taken.

25. ADJOURNMENT

Meeting adjourned at 7:15PM

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:

RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENT OF SOUTH CAROLINA CODE OF LAWS

MEETING NAME AND DATE:

Finance Committee, October 28, 2024

PRESENTER INFORMATION:

Jonathan Sullivan, Chairman, Accommodations Tax (State 2%) Committee

20 minutes

ITEM BACKGROUND:

Presentation of Accommodations Tax (State 2%) Committee Recommendations to Tourism-Related Organizations in the Amount of \$760,250. Attached are an Ordinance for Council to appropriate the grants for State Accommodations Taxes and Exhibit A which contains the recommendations from the Accommodations Tax (State 2%) Committee, and a letter from the Chairman of the State Accommodations Tax Committee with notes and reference to previous year award if applicable.

PROJECT / ITEM NARRATIVE:

The Accommodations Tax (State 2%) Committee Chairman will present the board's recommendations for the 2024-2025 State ATAX Grant Awards

FISCAL IMPACT:

Beaufort County Director of Compliance and Internal Controls, Christine Webb and Senior Accountant, Brycen Campbell, determined an allocation of \$1,300,000 from State ATAX Funds Collections to be awarded to grant applicants as per the attached. Committee recommends Council to allocate \$760,250 of the funds for this cycle.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommendation is to approve the grants as recommended by the Committee.

OPTIONS FOR COUNCIL MOTION:

Recommend Approval to Council and forward for First Reading at the next County Council Meeting.

Recommend Modifying recommendations made by the Accommodations Tax Board and forward to Council to approve modified recommendations at the next County Council Meeting.

Recommend denial of committee recommendations to Council and forward to Council.

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 Accommodations Tax; and

WHEREAS, applications were received, reviewed and scored by the State Accommodations Tax Advisory Committee, 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 Accommodations 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	Committee Member		Organization	Event Title	Contact Name		Amount Requested	Recommended	Notes	Item 11.
9:00am	Sullivan	1	Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2024-2025	Robb	Wells	\$ 195,000.00	\$ 270,000.00		
9:15am	Gibbs	2	Beaufort Art Association	Beaufort Art Gallery Tourist Bench	Rush	Dixon	\$ 2,250.00	\$ -		
9:20am	Sullivan	3	Beaufort History Museum	Social Media Funding for Beaufort History Museum Revolutionary War Day & for all social media entries for 2025	Katherine	Lang	\$ 5,550.00	\$ 750.00		
9:25am	Guerra	4	Friends of the Spanish Moss Trail	Digital/Social Media Campaign Featuring the Spanish Moss Trail	Sissy	Perryman	\$ 20,000.00	\$ 20,000.00		
9:30am	Green	5	Beaufort Area Hospitality Association	Beaufort Oyster Festival & Restaurant Week 2025	Ashlee	Houck	\$ 30,000.00	\$ 30,000.00		
9:35am	Guerra	6	Lean Ensemble Theater	Marketing, Lean Ensemble Theater productions	Blake	White	\$ 4,000.00	\$ -		
9:40am	Stewart	7	FRIENDS OF FORT FREMONT	Develop and Market Digital Simulations of Homeland Defense at Fort Fremont	Wendy	Wilson	\$ 34,000.00	\$ 12,000.00		
9:45am	Green	8	Port Royal Sound Foundation	PRSF Tourism Marketing Campaign	Kat	Armstrong	\$ 37,000.00	\$ 37,000.00		
9:50am	Singleton	9	SC Lowcountry Tourism Commission	Promotion of Beaufort County and the Lowcountry	Peach	Morrison	\$ 93,300.00	\$ 93,300.00		
9:55am	Desai	10	Freedman Arts	"Chalk it Up" Arts Festival	Elizabeth	Quarles	\$ 50,000.00	\$ 50,000.00		
10:00am	Desai	11	Mid-Cities Youth Sports Association	The Inaugural S.M.O.K.E. Invitational AAU Basketball Tournament	Jindia	Blount	\$ 42,500.00	\$ -	Did not attend presentation.	
10:05am	Sullivan	12	The Original Gullah Festival of South Carolina, Inc.	2025 Original Gullah Festival	Denise	Bullitt	\$ 41,000.00	\$ 25,000.00		
10:15am	Singleton	13	Hilton Head Choral Society	Concerts in April, May, September and December 2025	David	Coyle	\$ 5,000.00	\$ -		
10:20am	Guerra	14	Friends of Port Royal Cypress Wetlands	Facebook Media Advertising	Eileen	Newton	\$ 6,000.00	\$ 6,000.00		
10:25am			Break 10 Minutes							
10:35am	Desai	15	Gullah Traveling Theater, Inc.	2025 Decoration Day Play	Denise	Bullitt	\$ 30,000.00	\$ 13,500.00		
10:40am	Stewart	16	Gullah Traveling Theater, Inc.	Da' Gullah Dinner Theater	Denise	Bullitt	\$ 30,000.00	\$ -		
10:45am	Guerra	17	Hilton Head Symphony Orchestra	HHSO Marketing Programs	Susan	Hartmann	\$ 25,000.00	\$ -		
10:50am	Gibbs	18	Hilton Head Island Land Trust	Hilton Head Island Land Trust Raptor Camera	James	Schneider	\$ 13,500.00	\$ -		
10:55am	Sullivan	19	Junior Jazz Foundation	Hilton Head Jazz Camp	James	Berry	\$ 30,000.00	\$ -		
11:00am	Stewart	20	Hilton Head Island Concours d'Elegance & Motoring Festival	Hilton Head Island Concours d'Elegance & Motoring Festival	Kelly	Smith	\$ 40,000.00	\$ 35,000.00		
11:05am	Singleton	21	Beaufort Film Society	Beaufort International Film Festival	Ron	Tucker	\$ 60,000.00	\$ 60,000.00		
11:10am	Gibbs	22	Beaufort Water Search And Rescue	water rescue services and Water Festival event safety patrol	Patrick	Canning	\$ 20,000.00	\$ -		
11:15am	Desai	23	Historic Bluffton Foundation	Historic Bluffton Foundation Spring Tour of Homes	Robert	Jones Jr.	\$ 3,000.00	\$ -		
11:20am	Green	24	Daufuskie Island Historical Foundation	Daufuskie Island Historical Foundation Brochure Printing	Nancy	Ludtke	\$ 7,000.00	\$ -		
11:25am			Break 10 Minutes							
11:35am	Singleton	25	Coastal Discovery Museum	Cultural and Ecotourism Programming	Rex	Garniewicz	\$ 38,500.00	\$ 13,500.00		
11:40am	Singleton	26	Birding Beaufort "Birding With Benefits" 501(c)3	Wings Over Beaufort 2025 - A Birding & Ecotourism Festival	Jennifer	Clementoni	\$ 25,000.00	\$ 11,200.00		
11:45am	Gibbs	27	Historic Bluffton Foundation	Under the Ancient Oaks	Robert	Jones Jr.	\$ 8,000.00	\$ 8,000.00		
11:50am	Green	28	Lowcountry Golf Course Owners Association	2025 Golf Tourism to Drive Vacationing Golfers to Beaufort County	Barry	Fleming	\$ 20,000.00	\$ 7,500.00		
11:55am	Stewart	29	Gullah Museum of Hilton Head Island	Gullah Heritage Festival	Edra	Stephens	\$ 35,000.00	\$ -		
12:00pm	Sullivan	30	Hilton Head Hospitality Association	Hilton Head Wine & Food Festival	Jeffrey	Gerber	\$ 10,000.00	\$ -		
12:05pm	Green	31	Native Island Business and Community Affairs Ass. (NIBCAA)	Gullah Celebration	Eric	Turpin	\$ 50,000.00	\$ 10,000.00		
12:10pm	Stewart	32	David M. Carmines Memorial Foundation	Hilton Head Island Seafood Festival	Kelly	Smith	\$ 36,000.00	\$ 25,000.00		
12:15pm	Desai	33	Beaufort County 250 Committee (BC 250) of the South Carolina American Revoilution Sestercentennial (250) Commission	Beaufort County 250 Committee Fund - Community Foundation of the Lowcountry	Richard	Thomas	\$ 213,400.00	\$ 32,500.00		
12:20pm			Lunch 45 Minutes							
1:05pm			Committee Discussion							
		34	Beaufort County Black Chamber of Commerce	Gullah Roots: Mapping Heritage, Connecting Communications	Bridget	Brown	\$ 50,000.00		Applied to county instead of city by accident.	

Committee Members

- 5 Vimal Desai
 - 4 Marie Gibbs
 - 4 Ken Guerra
 - 5 Dick Stewart
 - 5 Anita Singleton
 - 5 Steven Green
 - 5 Jonathan Sullivan, Chairman
- 33

- Did not attend workshop. Accidentally applied for County instead of City. Application inelligable
- 11 Waiting on workshop attendance verification from applicant.
- * CONFIRMED ATTENDANCE

SCHEDULE REQUESTS

- Lean Ensemble Theater-Blake White-- Morning
- Hilton Head Hospitality Assoc. -Jeff Gerber -- Afternoon
- BC 250- Richard Thomas-- after 2 before 4
- Hilton Head Land Trust - Jim Schneider-- 10am-noon

Award Requests	\$ 1,260,000.00	\$ 760,250.00	Total Recommendation From Committee
Budgeted Allocation	\$1,300,000.00		

Beaufort County, South Carolina
2024-2024 2% State ATAX
October 18th, 2024 Applicant Presentation
TDAC Recap and Recommendations

On October 18th, 2024 the Beaufort County 2% State ATAX Committee heard applicants for the 2024/2025 ATAX Grant Cycle.

As we continue to improve the committees work and recommendations to Council, this committee will continue to be critical of having good financial documentation that demonstrates fiscal responsibility and a strong demonstrated Return on Investment with Tourism Dollars. We have worked year after year to provide the best recommendations that support strong tourism demand. In the last few years, we have seen the growth of the ATAX funds from just under \$500,000 to now \$1,300,000. We will continue to track how ATAX funds come to the County so we can make supporting recommendations to continue this pattern of growth. Through this past year we learned that roughly 78% of ATAX collected by the County comes from the Northern portion of the County. With this in mind we worked to place the investments back into that area. We also remain focused on low tourism seasons to help generate as much demand as possible and support a year-round tourism approach.

Greater Beaufort-Port Royal CVB - Tourism Marketing \$195,000.00

- Full support from the Committee to fund the CVB. Concerns are with the ongoing cost to place ads in the media with ongoing cost creep in a heavy advertising year with the election. The committee recognizes the CVB's contributions to Northern Beaufort County and the return of every \$1 invested in the CVB results in an \$11 return on investment.

Beaufort Art Association - Beaufort Art Gallery Tourist Bench \$2,250.00

- The committee enjoyed the idea of an artist bench on Bay St and certainly felt this fits within Art and Culture for tourism. The committee decided to not recommend this project, we want to emphasize a focus on a return on the ATAX investment and this did not have a means to track that impact. **While a great project, not one we recommend be funded through this committee.**

Beaufort History Museum - Social Media Funding for Beaufort History Museum Revolutionary War Day & for all social media entries for 2025 \$5,550.00

- **The committee is recommending \$750** as part of the request for paid ad placement for the Revolutionary War Day event. We like the fit for heritage and culture. It has limited space available but the size fits the marketing expense and has room to grow for future years. We did not support the remaining funds for general annual Social Media marketing without a specific projection on paid advertising and tracking the return on investment.

Friends of the Spanish Moss Trail - Digital/Social Media Campaign Featuring the Spanish Moss Trail \$20,000.00

- Year after year we have seen positive growth of the trail and its impact on tourism generation. The organization has been able to administer their previous awards effectively and the committee finds this to be a good future investment with the ongoing development of the Trail. **The committee is recommending \$20,000.**

Beaufort Area Hospitality Association - Beaufort Oyster Festival & Restaurant Week 2025
\$30,000.00

- This is a January Event, a need time for activities to drive tourism. Growth of the festival has been steady and want to see more occur. Previously January was the slowest month in the market, this event has moved the needle. Food Tourism is real, Tides to Tables runs a week long, they host the Oyster Boogie 5k, all locally sourced Oysters. Does not do craft fair, want tourist to visit local shops and support those businesses. **The Committee is recommending \$30,000.**

Lean Ensemble Theater - Marketing, Lean Ensemble Theater productions \$4,000.00

- Tourist tend to stay closer to the theater, this has greatest impact on Hilton Head area and Bluffton. This seemed to generate little return to Beaufort County ATAX Collections. **The committee is recommending \$0 funding.**

Friends of Fort Fremont - Develop and Market Digital Simulations of Homeland Defense at Fort Fremont \$34,000.00

- Beaufort County has made significant investments to improve the site and make the Fort a positive destination for Tourist to see and understand the local history. The committee felt creating simulation videos could discourage tourist as they could just watch and visit online. We hope to see a future focus on being opened more frequently and added tours. We do support the general marketing request to increase the reach of the Fort as this is a hard site that works year round to support the tourism economy. **The committee is recommending \$12,000.**

Port Royal Sound Foundation - PRSF Tourism Marketing Campaign \$37,000.00

- The PRSF is one of the few centrally located museums in unincorporated Beaufort County. They have continued to invest mostly through private donations to build a great experience. Marketing and the continued growth of this attraction is a positive investment for long term returns. **The committee is recommending \$37,000.**

SC Lowcountry Tourism Commission - Promotion of Beaufort County and the Lowcountry \$93,300.00

- SC Lowcountry Tourism serves as a regional marketing organization and supports a focused marketing approach to Northern Beaufort county and the area partners. They have incredible tracking and help set the standard for reporting their return on investment. **The committee is recommending \$93,000.**

Freedman Arts - "Chalk it Up" Arts Festival \$50,000.00

- The Freedman's Arts has already signed up 40 Artist for this year's event, they are focusing on key artist that have a following and are known to attract other artists/tourists. This is only a 2nd year event, they are adding a third day with a Friday evening event. The event will move to more centrally focused in downtown Beaufort to allow for more attendees and take advantage of the surrounding spaces. This event is starting to push into a busy time, we hope to see this happen in early March in coming years to create more tourism activities in a slower time. **The committee is recommending \$50,000.**

Mid-Cities Youth Sports Association - The Inaugural S.M.O.K.E. Invitational AAU Basketball Tournament \$42,500.00

- Did not show for presentation, **The committee is recommending \$0**

The Original Gullah Festival of South Carolina, Inc. - 2025 Original Gullah Festival \$41,000.00

- This is a long running and historical festival, due to the history of the festival it takes place Memorial Weekend. This is already a busy time in the area but we also understand the need to create activities to retain year over year tourist. The festival is adding Sunday in hopes to extend the weekend stay and add a room night to an already high travel weekend. The Committee is **recommending \$15,000 for Sunday high impact entertainment and \$10,000 for marketing in collaboration with the Gullah Decoration Day Play over the same weekend. The financial reports and details need improvement and will require more details going forward to maintain future funding. Year over year reporting needs to be removed. The committee is recommending \$25,000 in total funds.**

Hilton Head Choral Society - *Concerts in April, May, September and December 2025* \$5,000.00

- Organization creates nice Arts Activities, during the presentation it was acknowledged that they support tourist in the Hilton Head area, they have requesting \$20k from HHI ATAX. **The committee is recommending \$0.**

Friends of Port Royal Cypress Wetlands - Facebook Media Advertising \$6,000.00

- Ecotourism continues to be a growing business and we are seeing more and more of these tourist. This is well positioned to take advantage of the natural landscape and we believe this is a great investment to build a larger venue or activation opportunity. **The committee is recommending \$6,000.**

Gullah Traveling Theater, Inc. - 2025 Decoration Day Play \$30,000.00

- This is a historically significant activity that is working in conjunction with the Gullah Festivals weekend activities. This event estimated it captured/generated 800 tourists this past year. The total request for the return on investment is not well supported, however we do feel there is an opportunity to support this and the Gullah Festival in mass marketing and good collaboration between both groups. As part of the Gullah Festival, **we have recommended \$10k for marketing and provided an additional recommendation for \$10k to the Decoration Day Play event for a this combined weekend event, a total of \$20k in marketing.** We are also recommending \$3,500 to support the venue rental fee of the Performing Arts Center. This organization will require a full P&L report of the event, this information has not been well documented. The committee has struggled to get a budget with full revenues and expense details making it difficult to provide a good recommendation to Council. As part of the approval this organization **has remaining funds from this past cycle** for an event that has occurred. **We are requesting those funds be returned to continue these year's grant cycle for the applicant.** With the new process started this past cycle, we have had one organization return their unused funds. **To the committee this seems like the best recommendation to Council to maintain a clear accounting of activities. We have reviewed with the County Finance Staff and they support this process. The committee is recommending \$13,500**

Gullah Traveling Theater, Inc. - *Da' Gullah Dinner Theater* \$30,000.00

- This is a new proposed event, the committee felt the **application lacked enough information** about the specific details of the event and no financial models to show a return for the investment. The little information provided did estimate the total number of tourists would be an estimated 480. **This does not meet a good return on investment for the \$30,000 request.** This could be cleaned up with details and a more formal plan for future request. **The committee is recommending \$0.**

Hilton Head Symphony Orchestra - HHSO Marketing Programs \$25,000.00

- Nice art and cultural activity, this is primarily focused on HHI having little impact on the unincorporated Beaufort County. The majority of the past advertising is spent in a local life magazine and does not meet requirements for attracting tourists from outside the 50+ mile radius. **The committee is recommending \$0.**

Hilton Head Island Land Trust - Hilton Head Island Land Trust Raptor Camera \$13,500.00

- The committee recommended funding for this last year, there was no real data on actual tourism generation from the project. We don't feel the activity will encourage individuals to become tourist. **The committee is recommending \$0.**

Junior Jazz Foundation - Hilton Head Jazz Camp \$30,000.00

- Great camp for kids in the summer months, the primarily stay at USCB housing generate little ATAX. This is not viewed as a tourism generating activity. **The committee is recommending \$0.**

Hilton Head Island Concours d'Elegance & Motoring Festival – Motoring Festival \$40,000.00

- We understand the vast impact of the event and are encouraged that they are connecting more activities county wide, we want to see more off HHI activities in the future. This year they have a driving tour that hits Parris Island and takes people across the county. A key piece for the attendees is the need for homes with garages, this drives short term rentals as well affordable accommodations which also takes them off island generating spend in Unincorporated Beaufort County. **They are becoming more and more sufficient. The committee is recommending \$35,000.**

Beaufort Film Society - Beaufort International Film Festival \$60,000.00

- BIFF has been consistent in growing and maintaining a solid festival. Years ago they shifted their dates to fill a low occupancy time in February. This is a great investment for the slow time of year and creates a positive impact for the Tourism economy. We support the videography, photography, marketing, equipment rentals and the venue rental. **The committee is recommending \$60,000.**

Beaufort Water Search And Rescue - water rescue services and Water Festival event safety patrol \$20,000.00

- This is not a tourism generating event. **The committee is recommending \$0.**

Historic Bluffton Foundation - Historic Bluffton Foundation Spring Tour of Homes \$3,000.00

- This is a limited one-day event in April during a peak time, did not see the return on investment, **The committee is recommending \$0.**

Daufuskie Island Historical Foundation - Daufuskie Island Historical Foundation Brochure Printing \$7,000.00

- The committee supported the request last year and asked them to come with something different in the future as this is not a tourism generator. Pamphlets at the museum has the tourist already in the market. **The committee is recommending \$0.**

Coastal Discovery Museum - Cultural and Ecotourism Programming \$38,500.00

- They are hosting an art market that produces nearly 105 art market, general stay in unincorporated with more affordable rates. The continued story development of Santa Elena is impactful for County Wide impact. **We recommend \$7,500 for the Art Market marketing expense and \$6,000 for the Santa Elena story. The committee is recommending \$13,500.**

Birding Beaufort "Birding With Benefits" 501(c)3 - Wings Over Beaufort 2025 - A Birding & Ecotourism Festival \$25,000.00

- We continue to see a rise in demand for ecotourism, there is little option to get that experience in this area. This organization is working to promote and provide this experience and is doing a September focused activity in a need time that is normally slow. Both the SC LowCountry Tourism Commission and the CVB have indicated their desire to work with this group to support these activities. **We support \$10k for marketing and \$1,200 for event space and Keynote speaker fees. The committee is recommending \$11,200.**

Historic Bluffton Foundation - Under the Ancient Oaks \$8,000.00

- They are bringing back an old event and working to breathe new life into it. It will be a three day event that includes reenactors showcasing the way of life, they have received interest already for 28 of 30 SCAR reenactors who want to come. This event will take place in November 2025, **driving tourism activity in a normally slow time. \$4k for marketing expenses, \$4k to support venue fees, planning, event management and logistics. The committee is recommending \$8,000**

Lowcountry Golf Course Owners Association - 2025 Golf Tourism to Drive Vacationing Golfers to Beaufort County \$20,000.00

- They are mostly focused on HHI and Bluffton courses, as supported by HHI ATAX with a \$200k request. The committee would like to see **a focus on Unincorporated Golf Courses for marketing** with these ATAX funds. **The committee is recommending \$7,500.**

Gullah Museum of Hilton Head Island - Gullah Heritage Festival \$35,000.00

- They have decided to remove summer camp and the request for \$10k associated with the event. The remaining events budget was not broken out for individual events and lacked detail. We would like to better understand the detailed financials and return on Tourism Investment, how many anticipated tourists will be generated for future funding cycles. **The committee is recommending \$0.**

Hilton Head Hospitality Association - Hilton Head Wine & Food Festival \$10,000.00

- This seems to be a HHI centric event, we requested additional info last year to continue supporting County Funded ATAX, we were not able to get that this year. **The committee is recommending \$0.**

Native Island Business and Community Affairs Ass. (NIBCAA) - Gullah Celebration \$50,000.00

- This is a Hilton Head Island centric organization and events. County is invested in donated office space annually to support organizational needs. Many of the visitors are on the island and not travelling from outside the region, for their tourism draw they felt 20% we're staying in unincorporated Beaufort County. **They are requesting \$225,000 from HHI ATAX committee. The committee is recommending \$10,000.**

David M. Carmines Memorial Foundation - Hilton Head Island Seafood Festival \$36,000.00

- This is a weeklong festival that takes place in February creating demand during a slower time for tourism. Because February is such a slow time across the county, the committee members felt confident this event draws attendees from across the county to go to the festival and generate a positive accommodations tax return. the funds recommended are for digital online marketing media. **The committee is recommending \$25,000.**

Beaufort County 250 Committee (BC 250) of the South Carolina American Revolution Sestercentennial (250) Commission - Beaufort County 250 Committee Fund - Community Foundation of the Lowcountry \$213,400.00

- This is a very complex request that requires more details for full funding. the committee would like to recommend a smaller funding amount and allow the the BC 250 some time to come back with a specific detailed plan describing how the funds would be used, and would they be ongoing assets that can used to generate tourist year-round or will this only be for a short period of time. We would also like to understand the ongoing cost of operating and maintaining these sites for future years and what that funding model would require. **The recommended funding is to support the Project Planning to provide details on specific details, expenses and on-going cost and come back to request additional funds. The committee is recommending \$32,500.**

Following this part of the discussion, the committee voted unanimously to support these recommendations to Council.

An additional motion was made to provide \$75,000 to the CVB in Northern Beaufort County to support groups and activities that may require additional marketing support. After the motion was seconded, the committee discussed the cost of marketing expense during an election year as well as the local H and A tax funds not being distributed until sometime in 2025. Including some of the applicants before this committee have been asked to come back with more details for future funding. This will allow the Northern County CVB a secondary set of funds to support organizations who require additional marketing support.

After discussion the vote carried, and the committee is recommending the additional \$75,000 to the Greater Beaufort, Port Royal CVB.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE: Supplemental AIS for Amended Ordinance Amendment

Approval of an Ordinance amending Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,300,000 for Fleet Services vehicle and equipment purchases.

MEETING NAME AND DATE:

County Council Meeting, November 12, 2024

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety, and Todd Davis – Fleet Services Director
10 minutes

ITEM BACKGROUND:

Beaufort County Finance department must amend the FY 25 Budget to reflect the appropriation of funds from General Fund -Fund Balance.

County Administration desires to use General Fund-Fund Balance to authorize the transfer of \$3,300,000 from general fund-fund balance to the Fleet Service line item in the capital fund for the purchase of 36 vehicles and equipment to support Beaufort County departments.

At the Finance, Administration, and Economic Development Meeting on October 28, 2024, the Committee voted to amend the proposed Budget Amendment Ordinance to remove the 2nd project related to providing funds to the Beaufort Executive Airport for the construction of additional hangars and the waiver of their debt in the amount of \$712,750.52 to the general fund.

Additionally, the Committee voted to amend the amount to \$3,300,000 to match the amount specified in the back-up materials.

PROJECT / ITEM NARRATIVE:

Please see additional back-up material describing the project and options.

FISCAL IMPACT:

If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,300,000 Fleet Services vehicle and equipment purchases.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend the proposed Budget Ordinance Amendment.



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE: Supplemental AIS for Amended Ordinance Amendment

Approval of an Ordinance amending Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,200,000 for Fleet Services vehicle and equipment purchases. ~~\$4,303,000 for Beaufort Executive Airport hangar construction, and waiving \$712,750.52 Beaufort Executive Airport payable loan to the General Fund.~~

MEETING NAME AND DATE:

Finance, Administration, and Economic Development Meeting, October 28, 2024

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety

Todd Davis – Fleet Services Director

~~Jon Rembold – Airports Director~~

10 minutes

ITEM BACKGROUND:

Beaufort County Finance department must amend the FY 25 Budget to reflect the appropriation of funds from General Fund -Fund Balance.

County Administration desires to use General Fund-Fund Balance to ~~complete two county projects.~~

~~Project #1 – The request to authorize the transfer of \$3,200,000 from general fund-fund balance to the Fleet Service line item in the capital fund for the purchase of 36 vehicles and equipment to support Beaufort County departments.~~

~~Project #2 – The request to authorize the transfer of \$4,303,000 from the general fund – fund balance to the Beaufort Executive Airport Enterprise fund for the construction of additional hangars and waive the existing debt of \$712,750.52 to the general fund.~~

PROJECT / ITEM NARRATIVE:

Please see additional back-up material describing each project and options for each.

~~Project #1 Fleet Vehicle purchasing~~

~~Project #1 ARW Hangar Financing~~

FISCAL IMPACT:

If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,200,000 Fleet Services vehicle and equipment purchases, ~~\$4,303,000 Beaufort Executive Airport hangar construction, and waving \$712,750.52 Beaufort Executive Airport payable loan to the General Fund.~~

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend the proposed Budget Ordinance Amendment.

~~If approved, the proposed ordinance will move to Council for approval.~~



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE:

Approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,200,000 for Fleet Services vehicle and equipment purchases, \$4,303,000 for Beaufort Executive Airport hangar construction, and waving \$712,750.52 debt of Beaufort Executive Airport payable loan to the General Fund.

MEETING NAME AND DATE:

Finance, Administration, and Economic Development Meeting, October 28, 2024

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety

Todd Davis – Fleet Services Director

Jon Rembold- Airports Director

10 minutes

ITEM BACKGROUND:

Beaufort County Finance department must amend the FY 25 Budget to reflect the appropriation of funds from General Fund -Fund Balance.

County Administration desires to use General Fund-Fund Balance to complete two county projects.

Project #1 – The request to authorize the transfer of \$3,200,000 from general fund-fund balance to the Fleet Service line item in the capital fund for the purchase of 36 vehicles and equipment to support Beaufort County departments.

Project #2 – The request to authorize the transfer of \$4,303,000 from the general fund- fund balance to the Beaufort Executive Airport Enterprise fund for the construction of additional hangars.

Additionally, County Staff is recommending the waiver of a debt of the Beaufort Executive Airport in the amount of \$712,750.52 so this amount may be reinvested in the airport. A brief of the existing payable debt is included in the Project #2 ARW Hanger Financing document.

PROJECT / ITEM NARRATIVE:

Please see additional back-up material describing each project and options for each.

Project #1 Fleet Vehicle purchasing

Project #2 ARW Hangar Financing

Documentation of Debt owed by Beaufort Executive Airport

FISCAL IMPACT:

If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,20,000 for Fleet Services vehicle and equipment purchases, \$4,303,000 for Beaufort Executive Airport hangar construction, and waving \$712,750.52 Beaufort Executive Airport payable loan to the General Fund.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend the proposed Budget Ordinance Amendment.

If approved, the proposed ordinance will move to Council for approval.

ORDINANCE 2024/

AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2025 (ORDINANCE NO. 2024/25) TO APPROPRIATE AND TRANSFER \$3,300,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND TO COVER THE COST OF VEHICLE AND EQUIPMENT PURCHASES.

WHEREAS, the Beaufort County Council, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, has the authority to prepare an annual budget for all Beaufort County Department, Agencies, Elected Officials, Boards and Commissions; and

WHEREAS, Beaufort County Council adopted Ordinance 2024/25 on June 27, 2024, which set the County's FY 2024-2025 budget and associated expenditures; and

WHEREAS, Beaufort County desires to amend budget ordinance 2024/25 to reflect the transfer of \$3,300,000 from general fund-fund balance to the Fleet Service line item within the Capital Fund for the purchase of vehicles and equipment for county purposes; 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 as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the FY 2024-2025 Beaufort County Budget Ordinance 2024/25 is hereby amended to reflect the transfer of \$3,300,000 from the fund balance of the General Fund to the Capital Improvement Fund to cover the cover the cost of vehicle and equipment purchases.

Done this ____ day of ____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

ORDINANCE 2024/

AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2025 (ORDINANCE NO. 2024/25) TO APPROPRIATE AND TRANSFER \$3,200,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND TO COVER THE COST OF VEHICLE AND EQUIPMENT PURCHASES AND \$4,300,000 TO THE BEAUFORT EXECUTIVE AIRPORT ENTERPRISE FUND FOR THE CONSTRUCTION OF HANGARS AND TO WAIVE THE BEAUFORT EXECUTIVE AIRPORT PAYABLE LOAN TO THE GENERAL FUND IN THE AMOUNT OF \$712,750.52 DOLLARS.

WHEREAS, the Beaufort County Council, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, has the authority to prepare an annual budget for all Beaufort County Department, Agencies, Elected Officials, Boards and Commissions; and

WHEREAS, Beaufort County Council adopted Ordinance 2024/25 on June 27, 2024, which set the County's FY 2024-2025 budget and associated expenditures; and

WHEREAS, Beaufort County desires to amend budget ordinance 2024/25 to reflect the transfer of \$3,200,000 from general fund-fund balance to the Fleet Service line item within the Capital Fund for the purchase of vehicles and equipment for county purposes; and

WHEREAS, Beaufort County Council desires to fund a Hangar expansion project at the Beaufort Executive Airport; and

WHEREAS, Beaufort County desires to amend the budget ordinance to reflect the transfer of \$4,300,000 from general fund-fund balance to the Beaufort Executive Airport Enterprise fund for the construction of additional hangars at Beaufort Executive Airport; and

WHEREAS, Beaufort Executive Airport is indebted to Beaufort County with a Payable loan of \$712,750.52 owed and payable to the Beaufort County General Fund; and

WHEREAS, Beaufort County Council desires to waive the Beaufort Executive Airports Payable loan of \$712,750.52 to the General Fund as it is in the best interest of the County to relieve the payable loan debt; and

WHEREAS, Beaufort County Council desires to amend the budget ordinance to reflect a waiver of a Payable loan of \$712,750.52 owed by Beaufort Executive Airport and to remove this amount from the accounts receivable portion of the budget; 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 and waiver or payable loan debt as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the FY 2024-2025 Beaufort County Budget Ordinance 2024/25 is hereby amended to reflect the transfer of \$3,200,000 from the fund balance of the General Fund to the Capital Improvement Fund to cover the cover the cost of vehicle and equipment purchases;

and to transfer \$4,300,000 from the Fund balance of the General Fund to the Beaufort Executive Airport Enterprise Fund for the construction of hangars; and to waive the Beaufort Executive Airport Payable Payable Loan debt to the General Fund in the amount of \$712,750.52 and to remove this debt from the accounts receivable portion of the budget.

Done this ____ day of ____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joeseeph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

ORDINANCE 2024/

AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2025 (ORDINANCE NO. 2024/25) TO APPROPRIATE AND TRANSFER \$3,200,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND TO COVER THE COST OF VEHICLE AND EQUIPMENT PURCHASES ~~AND \$4,300,000 TO THE BEAUFORT EXECUTIVE AIRPORT ENTERPRISE FUND FOR THE CONSTRUCTION OF HANGARS AND TO WAIVE THE BEAUFORT EXECUTIVE AIRPORT PAYABLE LOAN TO THE GENERAL FUND IN THE AMOUNT OF \$712,750.52 DOLLARS.~~

WHEREAS, the Beaufort County Council, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, has the authority to prepare an annual budget for all Beaufort County Department, Agencies, Elected Officials, Boards and Commissions; and

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~~and to transfer \$4,300,000 from the Fund balance of the General Fund to the Beaufort Executive Airport Enterprise Fund for the construction of hangars; and to waive the Beaufort Executive Airport Payable Payable Loan debt to the General Fund in the amount of \$712,750.52 and to remove this debt from the accounts receivable portion of the budget.~~

Done this ____ day of ____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joeseeph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY FLEET MANAGEMENT

120 Shanklin Road
 Beaufort, South Carolina 29906
 (843) 255-6415
www.beaufortcountysc.gov

Purchase of vehicles via Fleet Services

During the preparation of the budget for FY25 options for funding the needed 38 vehicles assets, shop equipment, and other capital equipment needs were discussed. Enterprise leasing for fleet vehicles was considered. Enterprise did a presentation for the committee as well as prepared a leasing estimate for those vehicles. The cost of that lease was \$687,000 per year, with an option to trade in for the asset value or pay off the balance at the end of the leasing period. (approx. 20% of initial cost) This \$687,000 was included as a capital item in the FY25 budget, however the funding source was listed as the GO Bond. The GO Bond also included \$3,000,000 million for Equipment/Vehicles.

After discussion amongst staff, funding via the GO Bond was determined to be a poor decision due to the nature of quickly depreciating capital assets being funded within the 30-year debt service of a GO Bond. This is not a favorable financial decision. Further, after intense study of the cost and conditions of the lease contract, this practice was determined to be less favorable than the outright purchase of the assets needed as the end cost exceeds the initial purchase by more than \$800,000 dollars, offered less flexibility of asset management, and included other hidden or unknown future expenses.

Option 1

Authorize the use of \$3,200,000 million dollars from general Fund – fund balance for the purchase of the 36 vehicles needed.

Option 2

Authorize the use of \$2,777,205 from General Fund -Fund Balance for the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

Option 3

Authorize the use of \$1,844,119 from General Fund-Fund Balance and approve the transfer of funds (\$933,086) from the Facilities Management Capital Equipment line item to Fleet services for the purchase of the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

The transfer of funds to accommodate the vehicle purchases will require the Public Works Department to defer equipment purchases until the next budget year and rent equipment as needed.

**BEAUFORT COUNTY FLEET MANAGEMENT****120 Shanklin Road****Beaufort, South Carolina 29906****(843) 255-6415****www.beaufortcountysc.gov****Staff Recommendation**

Staff's recommendation is option 1. This is the least expensive overtime and offers the greatest flexibility to manage assets. Beaufort County Fleet Service Maintenance is now a department of Beaufort County and as such it is probable that proper preventative maintenance will increase the longevity of the county's rolling stock assets.

Any leasing option would require an annual budget for leasing expenses. The impacts of leasing are higher long-term costs and additional fees at the end of the contract period, and less flexibility of purchase and sale of assets.



BEAUFORT COUNTY FLEET MANAGEMENT

120 Shanklin Road
Beaufort, South Carolina 29906
(843) 255-6415
www.beaufortcountysc.gov

Item 12.

Option 1

Authorize the use of \$3,300,000 million dollars from general Fund – fund balance for the purchase of the 36 vehicles needed.

Priority	Request Title	Department	FY2025 Vehicle	Asset Replacing/Adding
1	Ambulance	EMS	\$383,859.00	40303 Ambulance 2016 Ram 4500 232,933 mi
2	Quick Response Unit	EMS	\$63,000.00	23157 Pickup Truck · 2007 Ford F-150 · 89,974 mi
3	Midsized Truck	Passive Parks	\$28,227.00	Add- New Employee was Hired
4	Class 7/8 Dump Truck	Public Works R/D	\$208,000.00	22814 2004 Freightliner FL112 260,956 mi
5	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22907 Truck 2004 Ford F-150 Heritage 127,736 mi
6	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23492 2011 Ford F-250 Super Duty 198,297 mi
7	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23133 2007 F-150 169,406 mi
8	Mid-Size SUV-Explorer	IT-Broadcast Services	\$48,000.00	2 Broadcast Vans pending auction.
9	Ambulance	EMS	\$385,859.00	38294 Ambulance 2012 Ram 4500 105,494 mi
10	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22906 Truck 2004 Ford F-150 Heritage 88,451 mi
11	Compact SUV	IT	\$35,000.00	23360 2009 Explorer 123,199 mi
12	Compact SUV	Library	\$35,000.00	23351 Van · 2009 Dodge Grand Caravan · 90,158 mi
13	Compact SUV	IT	\$35,000.00	23336 2008 Escape 188,634
14	Cargo Van	Library	\$55,000.00	41744 Van · 2018 Ford Transit Connect 82,459mi
15	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23310 2008 Ford F-250 Super Duty 167,697 mi
16	Compact SUV	DSN	\$35,000.00	23204 2007 Chevrolet Impala 162,888 mi
17	Compact SUV	DSN	\$35,000.00	23459 2010 Avenger 135,467 mi
18	Passenger Van	DSN	\$60,000.00	22997 2006 Stratus 106,385mi
19	Passenger Van	DSN	\$60,000.00	Lakes Crossing CTHLL staff
20	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23156 Truck 2007 Ford F-150 153,896 mi
21	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23262 Truck 2008 Ford F-150 181,003 mi
22	Compact SUV	IT	\$35,000.00	23248 Suburban 94,433
23	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	21298 Truck 2002 Ford F-150 83,939 mi
24	Compact SUV	Planning & Development	\$35,000.00	23187- Car - 2007 Ford Focus-152,224 mi
25	SUV/ Cargo Van	Records Management	\$55,000.00	40706 1- Cargo Van 2017 Ford Transit 190,273 mi
26	Cargo Van low Roof	Animal Control	\$75,000.00	23249 Miles 189,561
27	Passenger Van	DSN	\$60,000.00	New fleet addition
28	F350 Transit Van	DSN	\$101,600.00	40686 Van 2017 E-Series – 91,974 mi
29	F350 Transit Van	DSN	\$101,600	40676 Van · 2016 Ford E-Series · 98,843 mi
30	SUV/Minivan w/ wheelchair ramp ADA	DSN	\$ 80,000.00	38418 2015 Dodge Grand Caravan 135,806 mi
31	15 Passenger Van ADA	Parks and Rec	\$105,000.00	22916 22 Bus · 2004 Chevrolet Express · 64,298 mi
32	15 Passenger Van ADA	Parks and Rec	\$105,000.00	22918 Van · 2004 Chevrolet Express 114,522 m
33	12 Passenger Van	Parks and Rec	\$ 60,000.00	38282 Van · 2012 Chevrolet Express · 137,497 mi
34	12 Passenger Van Prisoner Transport	Detention Center	\$ 130,000.00	23566- Van- 2011 Ford E-Series- 146,620 mi
35	Bucket Truck	Traffic Operations	\$202,000.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)
36	Bucket Truck	Facilities Management	\$ 202,800.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)



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Total		\$3,299,845.00	
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Option 2

Authorize the use of \$2,800,000 from General Fund -Fund Balance for the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

FY2025 ENTERPRISE LEASING, VEHICLE AND EQUIPMENT REQUEST

Enterprise Leasing:

A revised quote for Enterprise Leasing of 9 selected vehicles has been received, estimating the first-year cost at \$498,735. This figure includes a 50% down payment for aftermarket upfitting, with a consistent annual lease payment of \$185,931 scheduled over the next four years.

Proposed Vehicles to lease

Request Title	Department	Cost to Purchase	Asset Replacing/Adding
F350 Transit Van	DSN	\$ 101,600.00	40686 Van · 2017 Ford E-Series · 91,974 mi
F350 Transit Van	DSN	\$ 101,600.00	40676 Van · 2016 Ford E-Series · 98,843 mi
SUV/Minivan w/ wheelchair ramp ADA	DSN	\$ 80,000.00	38418 2015 Dodge Grand Caravan 135,806 mi
15 Passenger Van	Parks and Rec	\$105,000.00	22916 22 Bus · 2004 Chevrolet Express · 64,298 mi
15 Passenger Van	Parks and Rec	\$ 105,000.00	22918 Van · 2004 Chevrolet Express 114,522 m
12 Passenger Van	Parks and Rec	\$ 60,000.00	38282 Van · 2012 Chevrolet Express · 137,497 mi
12 Passenger Van Prisoner Transport	Detention Center	\$ 130,000.00	23566- Van- 2011 Ford E-Series- 146,620 mi
Bucket Truck	Traffic Operations	\$202,000.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)
Bucket Truck	Facilities Management	\$ 202,800.00	23428 Bucket Truck · 2010 Ford F-550 · 56,757 mi
Total if purchased		1,088,000.00	9 Vehicles: ADA/Specialty Vehicles



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Menu Pricing

Beaufort County

Vehicle Request	Department	Replacement Vehicle Year	Replacement Vehicle Make	Replacement Vehicle Model	Term (Months)	Monthly Cost	Annual Cost	Cost of Aftermarket	Down Payment (50% of Aftermarket)
Express Van ADA	DSN	2023	Chevy	Express Allstar/Starcraft 12x2x1 (ESTIMATE) Wheel Chair Bus	60	\$1,668	\$20,018	\$77,824	\$38,912
Express Van ADA	DSN	2023	Chevy	Express Allstar/Starcraft 12x2x1 (ESTIMATE) Wheel Chair Bus	60	\$1,668	\$20,018	\$77,824	\$38,912
Minivan w/ wheelchair ramp ADA	DSN	2024	Toyota	Sienna LE 8 Passenger 4dr 1 W/C (Rear) 2 Passenger	60	\$1,120	\$13,440	\$23,412	\$11,706
Bucket Truck	Facilities Maintenance	2024	Ford	F-550 Regular Cab 169 wb. 4x4 - Bucket Upfit Custom Truck One Source	60	\$2,558	\$30,696	\$105,000	\$52,500
15 Passenger Van/Bus	Parks and Recreation	2023	Chevy	Express Cutaway with Thomas Body 14 Passenger + Driver (ESTIMATE)	60	\$1,426	\$17,112	\$60,677	\$30,338
15 Passenger Van/Bus	Parks and Recreation	2023	Chevy	Express Cutaway with Thomas Body 14 Passenger + Driver (ESTIMATE)	60	\$1,426	\$17,112	\$60,677	\$30,338
15 Passenger Van/Bus	Parks and Recreation	2023	Chevy	Express Cutaway with Thomas Body 14 Passenger + Driver (ESTIMATE)	60	\$1,426	\$17,112	\$60,677	\$30,338
12 Passenger Prison Transport Van	Detention Center	2024	Ford	Transit 350 Cargo High Roof 148 in. Havis Prisoner Transport Insert (12 Prisoners, Rear A/C, Light Package, Etc.)	60	\$1,644	\$19,728	\$54,520	\$27,260
Bucket Truck	Traffic Operations	2024	Ford	F-550 Regular Cab 169 wb. 4x4 - Bucket Upfit Custom Truck One Source	60	\$2,558	\$30,696	\$105,000	\$52,500
Total:							\$185,931	\$625,611	\$312,804

Lease Rates are Estimates Based on Requested Quotes from Beaufort County
All Vehicles are Paid to a \$0 Residual at Term (60 Months)
Standard Policy for Aftermarket Equipment:
50% of AME Cost as Down Payment over \$10,000
25% of AME Cost as Down Payment over \$5,000



BEAUFORT COUNTY FLEET MANAGEMENT

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\$185,931	Total Annual Lease Cost
\$312,804	Total Down Payment 50% of Aftermarket (Year 1)
\$498,735	Total Annual Payment Year 1 (annual lease cost & down payment)
\$185,931	Total Annual Payment Year 2-5



BEAUFORT COUNTY FLEET MANAGEMENT

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Option 3

Authorize the use of \$1,844,119 from General Fund-Fund Balance and approve the transfer of funds (\$933,086) from the Facilities Management Capital Equipment line item to Fleet services for the purchase of the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

The transfer of funds to accommodate the vehicle purchases will require the Public Works Department to defer equipment purchases until the next budget year and rent equipment as needed.

Equipment Requests:

The request for equipment, specifically for Fleet Management and Public Works Heavy Equipment, totals \$1,333,000. Urgently required vehicles and equipment have been purchased from this account leaving an available balance of \$933,086. Use of these funds would defer purchase of the equipment listed below until FY 26 budget year, and require rental of this equipment as needed.

Priority	Request Title	Department	Cost	Add/Replace Asset
1	16 K 2 Post Lift	Fleet Management	\$ 30,000.00	RPLC
2	30,000 lb. HD four post alignment lift.	Fleet Management	\$ 65,000.00	RPLC
3	420 Backhoe	Public Works R/D	\$ 127,000.00	16772 1996 JCB Backhoe
4	Bush Hog w/Boom mower	Public Works R/D	\$ 230,000.00	20207 2001 John Deere 7,610hr
5	Bush Hog w/Boom mower	Public Works R/D	\$ 230,000.00	21060 2002 John Deere 6,936
6	120 grader RPLC	Public Works R/D	\$ 259,000.00	18911 John Deere grader 7,699hr
7	120 grader RPLC	Public Works R/D	\$ 259,000.00	20300 2001 John Deere grader 9,072 hr.
8	V3300 DIAGNOSTIC WHEEL ALIGNMENT	Fleet Management	\$ 38,000.00	Add
9	Beam EV ARC	Fleet Management	\$ 95,000.00	Add
Total			\$ 1,333,000.00	9 Equipment Request

Enterprise leasing

Request Title	Department	Cost to Purchase	Asset Replacing/Adding
F350 Transit Van	DSN	\$ 101,600.00	40686 Van · 2017 Ford E-Series · 91,974 mi
F350 Transit Van	DSN	\$ 101,600.00	40676 Van · 2016 Ford E-Series · 98,843 mi
SUV/Minivan w/ wheelchair ramp ADA	DSN	\$ 80,000.00	38418 2015 Dodge Grand Caravan 135,806 mi
15 Passenger Van	Parks and Rec	\$105,000.00	22916 22 Bus · 2004 Chevrolet Express · 64,298 mi
15 Passenger Van	Parks and Rec	\$ 105,000.00	22918 Van · 2004 Chevrolet Express 114,522 m
12 Passenger Van	Parks and Rec	\$ 60,000.00	38282 Van · 2012 Chevrolet Express · 137,497 mi
12 Passenger Van Prisoner Transport	Detention Center	\$ 130,000.00	23566- Van- 2011 Ford E-Series- 146,620 mi
Bucket Truck	Traffic Operations	\$202,000.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)
Bucket Truck	Facilities Management	\$ 202,800.00	23428 Bucket Truck · 2010 Ford F-550 · 56,757 mi
Total if purchased		1,088,000.00	9 Vehicles: ADA/Specialty Vehicles



BEAUFORT COUNTY FLEET MANAGEMENT

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Vehicle Requests

Priority	Request Title	Department	FY2025 Vehicle	Asset Replacing/Adding
1	Ambulance	EMS	\$383,859.00	40303 Ambulance 2016 Ram 4500 232,933 mi
2	Quick Response Unit	EMS	\$63,000.00	23157 Pickup Truck · 2007 Ford F-150 · 89,974 mi
3	Midsized Truck	Passive Parks	\$28,227.00	Add- New Employee was Hired
4	Class 7/8 Dump Truck	Public Works R/D	\$208,000.00	22814 2004 Freightliner FL112 260,956 mi
5	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22907 Truck 2004 Ford F-150 Heritage 127,736 mi
6	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23492 2011 Ford F-250 Super Duty 198,297 mi
7	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23133 2007 F-150 169,406 mi
8	Mid-Size SUV-Explorer	IT-Broadcast Services	\$48,000.00	2 Broadcast Vans pending auction.
9	Ambulance	EMS	\$385,859.00	38294 Ambulance 2012 Ram 4500 105,494 mi
10	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22906 Truck 2004 Ford F-150 Heritage 88,451 mi
11	Compact SUV	IT	\$35,000.00	23360 2009 Explorer 123,199 mi
12	Compact SUV	Library	\$35,000.00	23351 Van · 2009 Dodge Grand Caravan · 90,158 mi
13	Compact SUV	IT	\$35,000.00	23336 2008 Escape 188,634
14	Cargo Van	Library	\$55,000.00	41744 Van · 2018 Ford Transit Connect 82,459mi
15	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23310 2008 Ford F-250 Super Duty 167,697 mi
16	Compact SUV	DSN	\$35,000.00	23204 2007 Chevrolet Impala 162,888 mi
17	Compact SUV	DSN	\$35,000.00	23459 2010 Avenger 135,467 mi
18	Passenger Van	DSN	\$60,000.00	22997 2006 Stratus 106,385mi
19	Passenger Van	DSN	\$60,000.00	Lakes Crossing CTHLL staff
20	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23156 Truck 2007 Ford F-150 153,896 mi
21	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23262 Truck 2008 Ford F-150 181,003 mi
22	Compact SUV	IT	\$35,000.00	23248 Suburban 94,433
23	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	21298 Truck 2002 Ford F-150 83,939 mi
24	Compact SUV	Planning & Development	\$35,000.00	23187- Car - 2007 Ford Focus-152,224 mi
25	SUV/ Cargo Van	Records Management	\$55,000.00	40706 1- Cargo Van 2017 Ford Transit 190,273 mi
26	Cargo Van low Roof	Animal Control	\$75,000.00	23249 Miles 189,561
27	Passenger Van	DSN	\$60,000.00	Add
	Total		\$ 2,211,845.00	27 Vehicle Requests



October 2024

Beaufort County Council
100 Ribaut Road
Beaufort SC 29906

Beaufort Executive Airport (ARW) Hangar Development Funding Options

Request

Authorize the use of \$4,303,000 million dollars from General Fund balance to complete a hangar expansion project at Beaufort Executive airport and waive the existing loan debt to the general fund of \$712,750.52.

Background

Beaufort County is the residence of record for 195 taxable private aircraft, many of which are stored and operated from Beaufort Executive Airport (ARW). Property taxes on these aircraft generate more than \$1 million dollars in taxable revenue which is deposited in Beaufort County's general fund. In the past 10 years, Beaufort County has not invested tax dollars in the maintenance or capital improvement of Beaufort Executive Airport.

The airport operates as an Enterprise, or as a business of the county. The airport enterprise generates revenue from fuel sales, hangar rental, and tie downs, then reinvests that very small margin of revenue into the facility for maintenance and capital improvements or to pay debt service.

Beaufort Executive Airport has been at 100% hangar capacity for at least ten years. The airport designed a hangar development project to partially relieve the pressure of the 68-person waiting list. Currently, aircraft owners are forced to choose other airports outside of Beaufort County to house their aircraft which is a loss of fuel revenue for ARW and a loss of personal property tax revenue for Beaufort County. It also adds tremendous inconvenience to tax-paying county residents when they are forced to drive to another county to access their aircraft.

Project Scope

Following this narrative is a site plan showing the proposed hangars located immediately adjacent to the existing hangars.

- Hangar 500A consists of a 50'x 50' Box addition on the current 500 series T Hangar section
- Hangar 400 consists of 1 row of 12 nested T hangars
- Hangar 300 consists of 1 row of 8 Standard T hangars
- Hangar 200 consists of 1, 120' x 60' Box hangar

Funding options and available funds

The total estimated cost to complete both sitework and construction is \$7.1 million.¹ Current available funds for the hangar project include \$1.4 million in ARPA funds and \$1.4 million (pending grant award) in South Carolina Aeronautics Commission (SCAC) funds. The additional funds needed for the project are \$4.3 million.

Cost Estimate	
Site work cost	\$ 2,325,000
Structure cost	<u>4,766,000</u>
Total Estimated Cost	7,091,000
Current available funds	
ARPA	\$ 1,400,000
SCAC	<u>1,388,000</u>
Total current available funds	<u>2,788,000</u>
Additional funds needed	<u>\$ 4,303,000</u>

¹ This estimate includes a 10 percent contingency for potential overages.

Following are three funding options:

Option 1 - Approval of the request for \$4,303,000 dollars from General Fund Balance and waive the existing \$712,750.52 loan from the General Fund.

This is the most favorable option for staff. Capital investment in Beaufort Executive airport will encourage growth and allow the airport to reinvest a higher margin of revenue into future maintenance and capital projects as well as complete deferred runway safety projects. This investment will generate more interest and increased capacity resulting in an increase of high value taxable aircraft homebased in Beaufort County.

Predicted Return on Investment

		Monthly	Annually
T Hangar (20 units)	\$ 600	\$ 12,000	\$ 144,000
Small Box Hangar (monthly)	2,200	2,200	26,400
Large Box Hangar (Nightly 15 days)	200	3,000	36,000
Large Box Hangar (Monthly)	500	1,000	12,000
		ARW Annual Hangar Revenue	\$ 218,400
		ARW Annual Debt Service	\$ -
		ARW Annual ROI	\$ 218,400

Unfunded Capital Projects:

- Design and construction of additional section of parallel taxiway (airfield safety)
- Rehabilitation of existing aircraft parking aprons (airfield maintenance and FAA sponsor assurance)
- Design and construction of an additional aircraft parking apron (airfield safety)
- Fuel Farm maintenance and accessory upgrades (safety and maintenance)
- Aircraft Hangar Roof Repairs – repair leaks on existing hangar roofs (facility maintenance)
- Aircraft Hangar Door Repairs – repair/replace aging door motors and cables (safety and facility maintenance)
- Planning, design, and construction of additional hangars to meet market demand

Waiver of past debt \$712,750.52

Beaufort County has an unstructured loan to the Beaufort Executive Airport with a balance of \$712,750.52. An unstructured loan meaning no schedule of payment or interest paid. The initial loan balance is unknown, and the initial loan purpose is unknown. The debt is carried in General Fund Account 5100-90-0000-20115 as a payable to the general fund. This unstructured loan is an annual finding in the Beaufort County Finance Audit.

In 2002 there was a runway safety project at the airport funded by a grant from the Army Corps of Engineers (USACE). The Beaufort Executive match was \$473k. The taxiway safety project was completed but the matching funds were not paid until 2016-2017, when ARW was again working with USACE on another safety project. The active project would not advance until the balance owed was paid. As ARW did not have the cash flow, a loan from fund balance covered the expense. It is also believed that in addition to covering this old debt, a hangar project was also partially funded between 2002-2013, but no documentation could be produced. Since 2013 ARW has paid towards the debt, however with a very small profit margin of the airport, some years less than \$100,000, Beaufort Executive will carry this debt for many more years. For the fiscal year 2024 ARW paid \$10k towards this debt.

Option 2 – Structured loan from General Fund balance to ARW for \$4,303,000 dollars.

This option consists of a loan from the Beaufort County General Fund Balance. The loan would cover the full remaining cost (\$4.3 million) to complete all sitework and building construction.

Option 2 allows the airport to own the hangars and enjoy the revenues, minus the associated debt service. A loan offer from Beaufort County could provide an extremely competitive interest rate, can be paid in full early and would contain favorable terms. The following table shows the revenue associated with the new hangars less the associated debt service. The annual debt service is based on financing \$4.3 million at a 2.5 percent interest rate for a 30-year term (See Appendix 1 for the associated debt service schedule).

Option 2 (County Loan-ARW Pay)			
		Monthly Hangar Rents	Annually
T Hangar (20 units)	\$ 600	\$ 12,000	\$ 144,000
Small Box Hangar (monthly)	2,200	2,200	26,400
Large Box Hangar (nightly 15 days)	200	3,000	36,000
Large Box Hangar (monthly)	500	1,000	<u>12,000</u>
ARW Annual Hangar Revenue			\$ 218,400
ARW Annual Debt Service			<u>204,025</u>
ARW Annual Return on Investment (ROI)			<u>\$ 14,375</u>

As shown in the previous table, the associated annual hangar revenue is \$218,400 while the estimated annual debt service is \$204,025 resulting in annual revenue of \$14,375 before associated maintenance expenses. The net present value (NPV) of the project to ARW utilizing a 3.95% discount rate over a 30-year period is estimated at \$1.54 million (See Appendix 2)¹

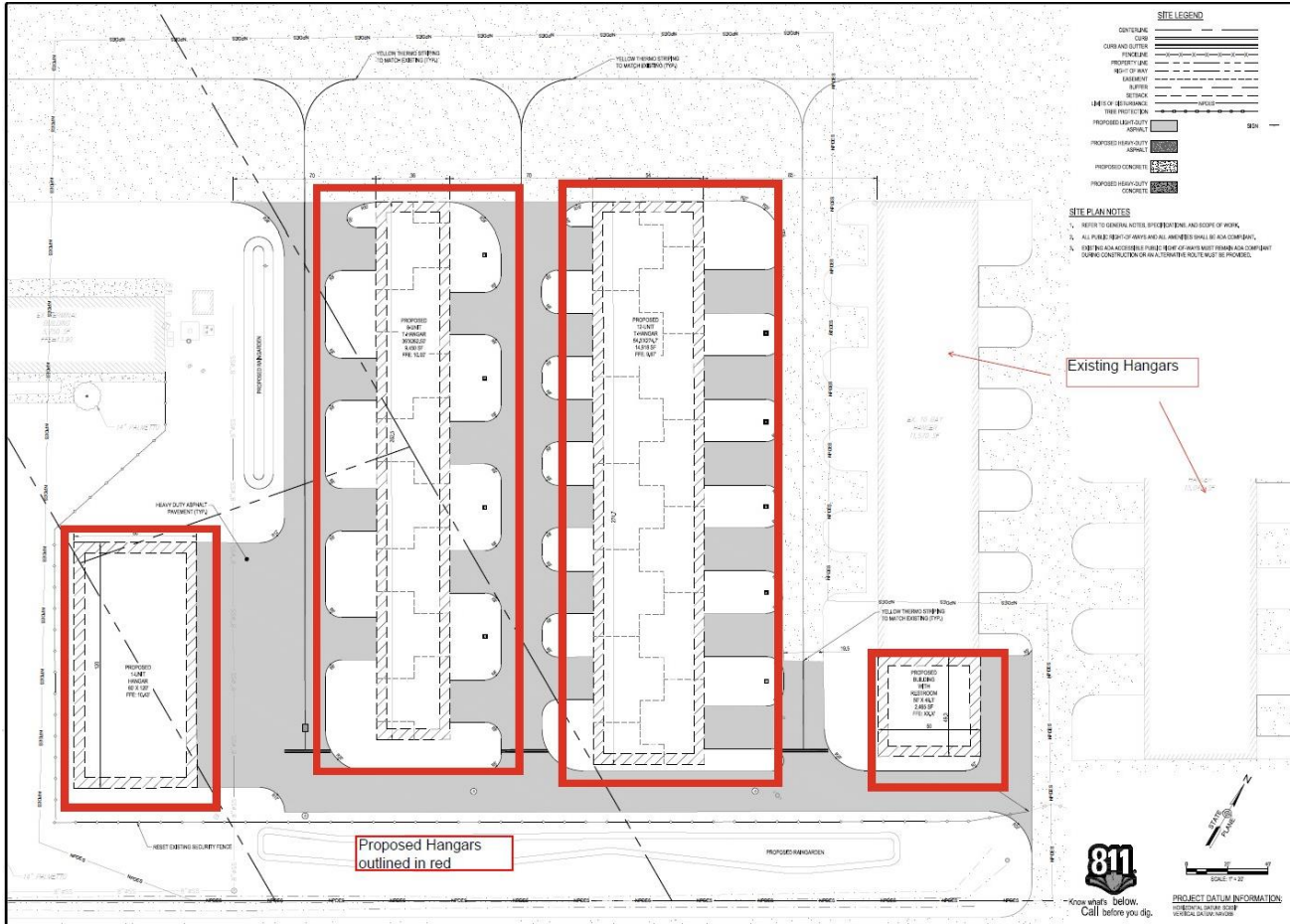
¹ As of September 10, 2024, the US Discount Rate is at 5.50%. This is higher than the long-term average of 2.18%. For the purposes of this analysis, we have applied a U.S 30-year treasury yield for the discount rate given the life of the assets involved and the low risk associated with the project. The 30-year period is based on the estimated life of the hangars.

Option 3—General Obligation (GO) Bond – Hangar Project costs plus existing airport debt to County

This option involves Beaufort County initiating a GO bond for the \$4,303,000 hangar funding plus the current debt owed by ARW to the County which now stands at \$712,751. The total financing would be \$5,015,751 and the County would be responsible for paying the debt service associated with the GO bond. The following table summarizes the Option B scenario. ARW would receive the full annual hangar revenue of \$218,400 before maintenance expenses. The County would pay approximately \$237,819 in annual debt service based on financing \$5.0 million at a 2.5 percent interest rate for a 30-year term (See Appendix 3 for the associated debt service).

Option 3 (Hangar Project costs plus existing airport debt County)			
		Monthly Hangar Rents	Annually
T Hangar (20 units)	\$ 600	\$ 12,000	\$ 144,000
Small Box Hangar (monthly)	2,200	2,200	26,400
Large Box Hangar (Nightly 15 days)	200	3,000	36,000
Large Box Hangar (Monthly)	500	1,000	12,000
ARW Annual Hangar Revenue			\$ 218,400
ARW Annual Debt Service			\$ -
ARW Annual ROI			\$ 218,400
Total being financed for ARW hangars			\$ 4,303,000
Total being financed to repay old debt			712,751
Aggregate total being financed by the County			\$ 5,015,751
Annual Debt Service being paid by the County			\$ 237,819

As shown in the above table, the associated annual hangar revenue is \$218,400 prior to hangar associated maintenance expenses and allows ARW to recoup all the hangar revenue. The net present value of the project to ARW utilizing a 3.95% discount rate over a 30-year period is estimated at \$5.16 million (See Appendix 4).



APPENDIX 1 – Option 2 - County Loan to ARW

Annual Amortization Table

Year	Opening Balance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	Closing Balance	% Capital Outstanding
1	4,303,000.00	204,024.63	17,002.05	106,462.14	97,562.49	4,205,437.51	97.7%
2	4,205,437.51	204,024.63	17,002.05	103,994.93	100,029.69	4,105,407.82	95.4%
3	4,105,407.82	204,024.63	17,002.05	101,465.34	102,559.29	4,002,848.52	93.0%
4	4,002,848.52	204,024.63	17,002.05	98,871.77	105,152.86	3,897,695.67	90.6%
5	3,897,695.67	204,024.63	17,002.05	96,212.62	107,812.01	3,789,883.65	88.1%
6	3,789,883.65	204,024.63	17,002.05	93,486.22	110,538.41	3,679,345.24	85.5%
7	3,679,345.24	204,024.63	17,002.05	90,690.87	113,333.76	3,566,011.49	82.9%
8	3,566,011.49	204,024.63	17,002.05	87,824.83	116,199.79	3,449,811.69	80.2%
9	3,449,811.69	204,024.63	17,002.05	84,886.32	119,138.31	3,330,673.39	77.4%
10	3,330,673.39	204,024.63	17,002.05	81,873.50	122,151.13	3,208,522.26	74.6%
11	3,208,522.26	204,024.63	17,002.05	78,784.48	125,240.14	3,083,282.12	71.7%
12	3,083,282.12	204,024.63	17,002.05	75,617.35	128,407.27	2,954,874.84	68.7%
13	2,954,874.84	204,024.63	17,002.05	72,370.13	131,654.50	2,823,220.35	65.6%
14	2,823,220.35	204,024.63	17,002.05	69,040.79	134,983.83	2,688,236.51	62.5%
15	2,688,236.51	204,024.63	17,002.05	65,627.26	138,397.37	2,549,839.15	59.3%
16	2,549,839.15	204,024.63	17,002.05	62,127.40	141,897.22	2,407,941.92	56.0%
17	2,407,941.92	204,024.63	17,002.05	58,539.04	145,485.58	2,262,456.34	52.6%
18	2,262,456.34	204,024.63	17,002.05	54,859.94	149,164.69	2,113,291.65	49.1%
19	2,113,291.65	204,024.63	17,002.05	51,087.79	152,936.84	1,960,354.81	45.6%
20	1,960,354.81	204,024.63	17,002.05	47,220.26	156,804.37	1,803,550.44	41.9%
21	1,803,550.44	204,024.63	17,002.05	43,254.91	160,769.71	1,642,780.73	38.2%
22	1,642,780.73	204,024.63	17,002.05	39,189.30	164,835.33	1,477,945.40	34.3%
23	1,477,945.40	204,024.63	17,002.05	35,020.87	169,003.76	1,308,941.64	30.4%
24	1,308,941.64	204,024.63	17,002.05	30,747.02	173,277.61	1,135,664.03	26.4%
25	1,135,664.03	204,024.63	17,002.05	26,365.10	177,659.53	958,004.50	22.3%
26	958,004.50	204,024.63	17,002.05	21,872.36	182,152.26	775,852.23	18.0%
27	775,852.23	204,024.63	17,002.05	17,266.01	186,758.61	589,093.62	13.7%
28	589,093.62	204,024.63	17,002.05	12,543.18	191,481.45	397,612.17	9.2%
29	397,612.17	204,024.63	17,002.05	7,700.91	196,323.72	201,288.45	4.7%
30	201,288.45	204,024.63	17,002.05	2,736.18	201,288.45	-	0.0%

APPENDIX 2 – Net Present Value of Investment Option 2 (County Loan to ARW)

Option A (County Loan-ARW Pay)					
Year	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ 204,025	\$ -	\$ 14,375	\$ 14,100
2	218,400	204,025	-	14,375	13,564
3	229,320	204,025	-	25,295	22,960
4	229,320	204,025	-	25,295	22,088
5	240,786	204,025	-	36,761	30,880
6	240,786	204,025	2,500	34,261	27,687
7	252,825	204,025	2,538	46,263	35,965
8	252,825	204,025	2,576	46,225	34,570
9	265,467	204,025	2,614	58,828	42,323
10	265,467	204,025	2,653	58,789	40,687
11	278,740	204,025	2,693	72,022	47,952
12	278,740	204,025	2,734	71,982	46,104
13	292,677	204,025	2,775	85,878	52,914
14	292,677	204,025	2,816	85,836	50,879
15	307,311	204,025	2,858	100,428	57,266
16	307,311	204,025	2,901	100,385	55,067
17	322,676	204,025	2,945	115,707	61,060
18	322,676	204,025	2,989	115,663	58,717
19	338,810	204,025	3,034	131,752	64,343
20	338,810	204,025	3,079	131,706	61,877
21	355,751	204,025	3,126	148,600	67,161
22	355,751	204,025	3,172	148,553	64,589
23	373,538	204,025	3,220	166,293	69,554
24	373,538	204,025	3,268	166,245	66,892
25	392,215	204,025	3,317	184,873	71,561
26	392,215	204,025	3,367	184,823	68,823
27	411,826	204,025	3,418	204,384	73,214
28	411,826	204,025	3,469	204,332	70,415
29	432,417	204,025	3,521	224,871	74,548
30	432,417	204,025	3,574	224,819	71,698
Total Net Present Value of the Hangar Project = Option 2					\$ 1,539,457

* Net Present Value (NPV) is the value of all future cash flows (positive and negative) over the entire life of an investment discounted to the present. NPV analysis is a form of intrinsic valuation and is used extensively across finance and accounting for determining the value of a business, investment security, capital project, new venture, cost reduction program, and anything that involves cash flow. To calculate NPV, the timing and amount of future cash flows is estimated, and a discount rate is chosen that is equivalent to the minimum acceptable rate of return.

APPENDIX 3 – Hangar Project costs plus existing airport debt to County – Option 3

Annual Amortization Table

Years	Opening Balance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	Closing Balance	% Capital Outstanding
1	5,015,751.00	237,819.37	19,818.28	106,462.14	97,562.49	4,918,188.51	98.1%
2	4,918,188.51	237,819.37	19,818.28	103,994.93	100,029.69	4,818,158.82	96.1%
3	4,818,158.82	237,819.37	19,818.28	101,465.34	102,559.29	4,715,599.52	94.0%
4	4,715,599.52	237,819.37	19,818.28	98,871.77	105,152.86	4,610,446.67	91.9%
5	4,610,446.67	237,819.37	19,818.28	96,212.62	107,812.01	4,502,634.65	89.8%
6	4,502,634.65	237,819.37	19,818.28	93,486.22	110,538.41	4,392,096.24	87.6%
7	4,392,096.24	237,819.37	19,818.28	90,690.87	113,333.76	4,278,762.49	85.3%
8	4,278,762.49	237,819.37	19,818.28	87,824.83	116,199.79	4,162,562.69	83.0%
9	4,162,562.69	237,819.37	19,818.28	84,886.32	119,138.31	4,043,424.39	80.6%
10	4,043,424.39	237,819.37	19,818.28	81,873.50	122,151.13	3,921,273.26	78.2%
11	3,921,273.26	237,819.37	19,818.28	78,784.48	125,240.14	3,796,033.12	75.7%
12	3,796,033.12	237,819.37	19,818.28	75,617.35	128,407.27	3,667,625.84	73.1%
13	3,667,625.84	237,819.37	19,818.28	72,370.13	131,654.50	3,535,971.35	70.5%
14	3,535,971.35	237,819.37	19,818.28	69,040.79	134,983.83	3,400,987.51	67.8%
15	3,400,987.51	237,819.37	19,818.28	65,627.26	138,397.37	3,262,590.15	65.0%
16	3,262,590.15	237,819.37	19,818.28	62,127.40	141,897.22	3,120,692.92	62.2%
17	3,120,692.92	237,819.37	19,818.28	58,539.04	145,485.58	2,975,207.34	59.3%
18	2,975,207.34	237,819.37	19,818.28	54,859.94	149,164.69	2,826,042.65	56.3%
19	2,826,042.65	237,819.37	19,818.28	51,087.79	152,936.84	2,673,105.81	53.3%
20	2,673,105.81	237,819.37	19,818.28	47,220.26	156,804.37	2,516,301.44	50.2%
21	2,516,301.44	237,819.37	19,818.28	43,254.91	160,769.71	2,355,531.73	47.0%
22	2,355,531.73	237,819.37	19,818.28	39,189.30	164,835.33	2,190,696.40	43.7%
23	2,190,696.40	237,819.37	19,818.28	35,020.87	169,003.76	2,021,692.64	40.3%
24	2,021,692.64	237,819.37	19,818.28	30,747.02	173,277.61	1,848,415.03	36.9%
25	1,848,415.03	237,819.37	19,818.28	26,365.10	177,659.53	1,670,755.50	33.3%
26	1,670,755.50	237,819.37	19,818.28	21,872.36	182,152.26	1,488,603.23	29.7%
27	1,488,603.23	237,819.37	19,818.28	17,266.01	186,758.61	1,301,844.62	26.0%
28	1,301,844.62	237,819.37	19,818.28	12,543.18	191,481.45	1,110,363.17	22.1%
29	1,110,363.17	237,819.37	19,818.28	7,700.91	196,323.72	914,039.45	18.2%
30	914,039.45	237,819.37	19,818.28	2,736.18	201,288.45	712,751.00	14.2%

APPENDIX 4 – Net Present Value of Investment Option 3 - Hangar Project costs plus existing airport debt to County and Net Present Value of Option 1 – PREFERRED OPTION County Development Grant

Option 3 - Hangar Project costs plus existing airport debt to County or 1 -PREFERRED OPTION County Development Grant					
	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ -	\$ -	\$ 218,400	\$ 214,210
2	218,400	-	-	218,400	206,071
3	229,320	-	-	229,320	208,152
4	229,320	-	-	229,320	200,242
5	240,786	-	-	240,786	202,265
6	240,786	-	2,500	238,286	192,559
7	252,825	-	2,538	250,288	194,572
8	252,825	-	2,576	250,250	187,150
9	265,467	-	2,614	262,852	189,105
10	265,467	-	2,653	262,813	181,892
11	278,740	-	2,693	276,047	183,791
12	278,740	-	2,734	276,006	176,782
13	292,677	-	2,775	289,902	178,626
14	292,677	-	2,816	289,861	171,814
15	307,311	-	2,858	304,452	173,606
16	307,311	-	2,901	304,409	166,985
17	322,676	-	2,945	319,731	168,726
18	322,676	-	2,989	319,687	162,292
19	338,810	-	3,034	335,776	163,982
20	338,810	-	3,079	335,731	157,730
21	355,751	-	3,126	352,625	159,372
22	355,751	-	3,172	352,578	153,295
23	373,538	-	3,220	370,318	154,890
24	373,538	-	3,268	370,270	148,985
25	392,215	-	3,317	388,898	150,534
26	392,215	-	3,367	388,848	144,796
27	411,826	-	3,418	408,408	146,300
28	411,826	-	3,469	408,357	140,723
29	432,417	-	3,521	428,896	142,185
30	432,417	-	3,574	428,843	136,765
Total Net Present Value of the Hangar Project = Option 1 & 3					\$ 5,158,399



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:

RECOMMEND APPROVAL OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.6.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE COMMUNITY PRESERVATION DISTRICT (DCP) AND SECTION A.7.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE MIXED USE DISTRICT (DMU)

MEETING NAME AND DATE:

Community Services and Land Use Committee Meeting, November 12, 2024

PRESENTER INFORMATION:

*Robert Merchant, AICP, Director, Beaufort County Planning and Zoning
(10 minutes needed for item discussion)*

ITEM BACKGROUND:

This text amendment application went before the Beaufort County Planning Commission at their October 7, 2024 meeting. At that time, the Commission voted 5-3 to recommend denial of the proposed amendment to County Council.

PROJECT / ITEM NARRATIVE:

At the time of adoption in 2020, the short-term rental use was added as a special use to all transect and conventional zones except for T1 Natural Preserve and S1 Industrial. The special use was not added to any of the Community Preservation districts; however, DCP is consistent with transect zone districts that allow short-term rentals. The applicant is seeking to amend the Community Development Code (CDC) to allow the use of Short-term Rental in Dale Community Preservation District.

FISCAL IMPACT:

Not applicable

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval and encourages that the zoning district Dale Mixed Use (DMU) also adopts the amendment to continue further consistency.

OPTIONS FOR COUNCIL MOTION:

*Motion to approve, modify, or deny the application as submitted.**

**Council's decision must be based on the standards in Section 7.3.30 C of the Community Development Code (Attachment A to this AIS) and must clearly state the factors considered in making its decision and the basis or rationale for the decision. (7.4.90 B.3). These factors are as follows:*

- 1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan;*
- 2. Is not in conflict with any provision of this Development Code or the Code of Ordinances;*
- 3. Is required by changed conditions;*
- 4. Addresses a demonstrated community need;*
- 5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County;*
- 6. Would result in a logical and orderly development pattern; and*

7. *Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.*

Attachment A.

CDC Section 7.3.30 B.7 Text Amendments provides:

The County Council's decision shall be based on the standards in Subsection 7.3.30.C.

CDC Section 7.3.30 Code Text Amendment Review Standards.

The advisability of amending the text of this Development Code is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan;
2. Is not in conflict with any provision of this Development Code or the Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County;
6. Would result in a logical and orderly development pattern; and
7. Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

CDC Section 7.4.90 B.3 provides:

County Council's decision shall clearly state the factors considered in making the decision and the basis or rationale for the decision.

TEXT AMENDMENT REQUESTS

I MOVE THAT WE GRANT/(DENY) THE REQUEST FOR THE TEXT AMENDMENT FOR THE FOLLOWING REASONS (**STATE ALL THAT SUPPORT YOUR MOTION**).

THE REQUEST:

1. IS/ (IS NOT) CONSISTENT WITH THE GOALS, OBJECTIVES, AND POLICIES OF THE COMPREHENSIVE PLAN; _____
2. IS NOT/ (IS) IN CONFLICT WITH ANY PROVISION OF THIS DEVELOPMENT CODE OR THE CODE OF ORDINANCES; _____
3. IS/ (IS NOT) REQUIRED BY CHANGED CONDITIONS; _____
4. DOES/ (DOES NOT) ADDRESS A DEMONSTRATED COMMUNITY NEED; _____
5. IS/ (IS NOT) CONSISTENT WITH THE PURPOSE AND INTENT OF THE ZONES IN THIS DEVELOPMENT CODE, OR WOULD IMPROVE COMPATIBILITY AMONG USES AND ENSURE EFFICIENT DEVELOPMENT WITHIN THE COUNTY; _____
6. WOULD/ (WOULD NOT) RESULT IN A LOGICAL AND ORDERLY DEVELOPMENT PATTERN; _____
7. WOULD NOT/ (WOULD) RESULT IN ADVERSE IMPACTS ON THE NATURAL ENVIRONMENT INCLUDING BUT NOT LIMITED TO WATER, AIR, NOISE, STORMWATER MANAGEMENT, WILDLIFE, VEGETATION, WETLANDS, AND THE NATURAL FUNCTIONING OF THE ENVIRONMENT. _____



MEMORANDUM

TO: Alice Howard, Chair, Community Services and Land Use Committee of County Council

FROM: Robert Merchant, AICP, Beaufort County Planning and Zoning Department

DATE: November 12, 2024

SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.6.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE COMMUNITY PRESERVATION DISTRICT (DCP) AND SECTION A.7.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE MIXED USE DISTRICT (DMU)

STAFF REPORT:

A. BACKGROUND:

Case No.	CDPA-00042-2024
Applicant	Michael Dawson
Proposed Amendment:	Amendment to Section A.6.40 and Section A.7.40 of the Community Development Code

B. SUMMARY AND BACKGROUND:

The applicant seeks to revise the Dale Community Preservation District (DCP) to include short-term rentals as an allowable special use. The purpose of the DCP is to maintain or improve the livability and character of existing residential neighborhoods; to encourage infill of available lands and to accommodate housing types which will relate well with existing neighborhood character, scale and density.

Per Ordinance 2020-32, robust short-term rental standards were established in the Community Development Code. At the time of adoption, the short-term rental use was added as a special use to all transect and conventional zones except for T1 Natural Preserve and S1 Industrial. The special use was not added to any of the Community Preservation districts; however, DCP is consistent with transect zone districts that allow short-term rentals. Therefore, the addition of short-term rentals as a special use to this district is appropriate.

C. CODE TEXT AMENDMENT REVIEW STANDARDS: In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan;

Yes, the proposed text amendment is consistent with the Comprehensive Plan, which envisions this area to be Rural Community.

2. Is not in conflict with any provision of this Development Code, or the Code of Ordinances;

No, the short-term rental use is not in conflict with this Development Code. In the DCP, “certain structures and uses serving governmental, religious or recreational needs of such areas are permitted by special or conditional use subject to restrictions and requirements intended to preserve and protect residential neighborhood. Home uses are specifically provided for, if they conform to the provisions of this section. Multifamily and the planned residential option are limited to areas south of, but not along, Keans Neck Road. The housing types permitted within the Dale CP area are limited to single-family and duplexes, except within a planned development.”

3. Is required by changed conditions;

Yes, it is required by changed conditions. Per Ordinance 2020-32, short-term rental standards were established as a special use in the Community Development Code within transect and conventional zones. These standards were not added to Community Preservation Districts.

4. Addresses a demonstrated community need;

See 3.

5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County;

Yes, it is consistent. See 2.

6. Would result in logical and orderly development pattern;

Yes, it would result in logical and orderly development. As a special use, each applicant seeking to establish a short-term rental property in the DCP will be required to apply to the Zoning Board of Appeals for approval. In addition to typical considerations, the Zoning Board of Appeals (ZBOA) may also establish an appropriate rental limit as a condition of approval after conducting the public hearing and finding that conditions exist making such a limitation necessary for short-term rental applications.

7. Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment;

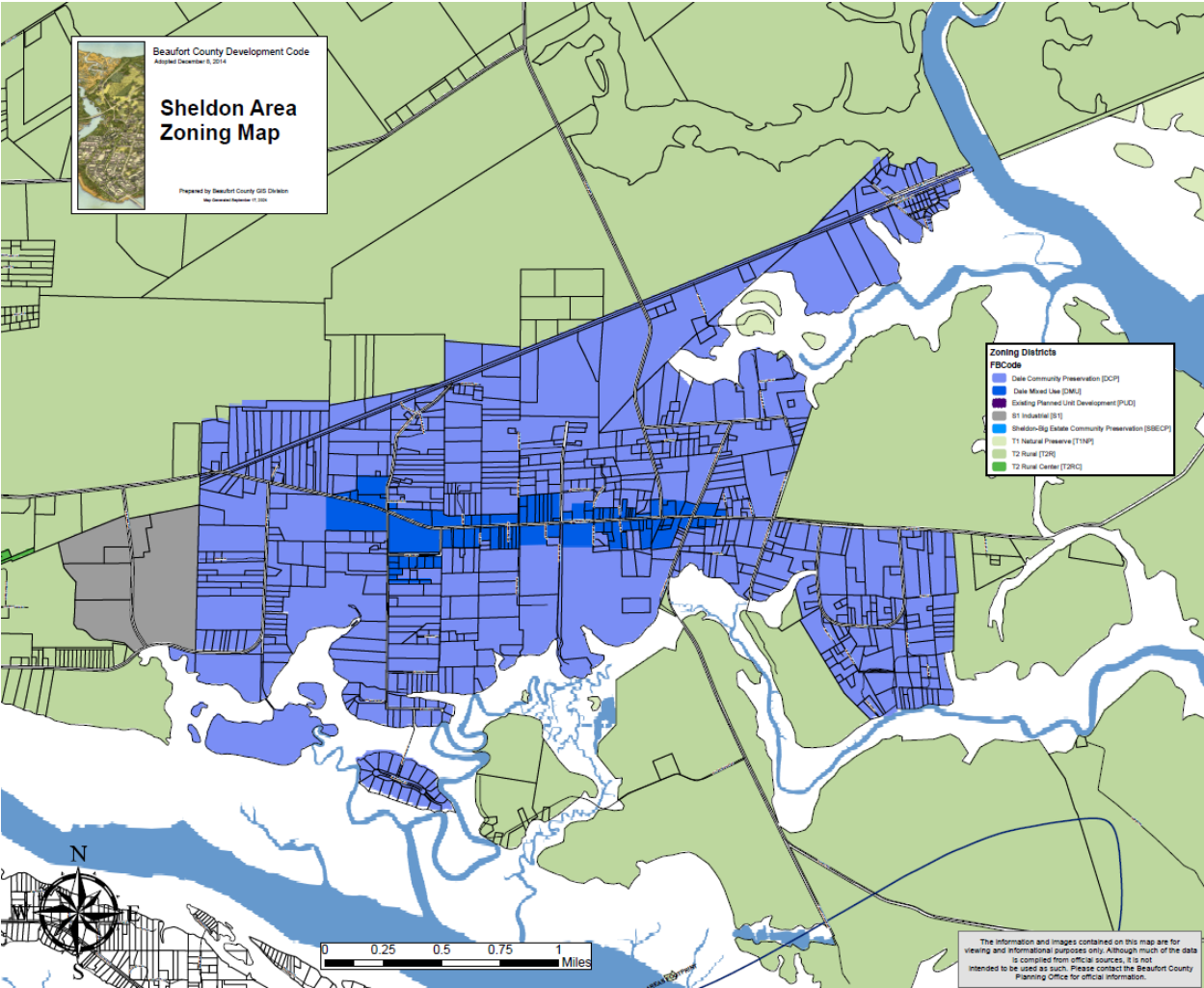
Yes, it would not result in adverse impacts. Any development on the site would be required to adhere to the natural resource protection, tree protection, wetland protection, and stormwater standards in the Community Development Code and the Stormwater BMP Manual.

D. STAFF RECOMMENDATION: Staff recommends approval. Staff also recommends that the amendment also be applied to the Dale Mixed Use District (DMU).

E. PLANNING COMMISSION RECOMMENDATION: This text amendment went before the Beaufort County Planning Commission at their October 7, 2024 meeting. At that time, the Commission voted 5-3 to recommend denial of the proposed amendment.

F. ATTACHMENTS:

- Map of DCP and DMU district
- Revised DCP and DMU district use tables.



A.6.40 - Permitted Activities

The permitted uses are primarily residential. Limited nonresidential uses are allowed generally subject to the special or conditional use process. Uses not listed are prohibited. The following are descriptions of permitted uses, permitted accessory uses and structures for the Dale CP District:

Table A.6.40: Dale Community Preservation District Land Use		
Land Use	Use Definition	Use Permission
Agriculture		
Agriculture	Crop (see below: Clearcutting,) and animal production, plant nurseries, tree farms. (NAICS 111, 112)	P
Forestry	Perpetual management, harvesting and enhancement of forest resources for ultimate sale or use of wood products, requiring replanting, and subject to S.C. Forestry Commission BMPs. (NAICS 113)	C
Clearcutting	<ol style="list-style-type: none"> 1. Management, harvesting and use of forest or woodland (NAICS 113) for sale or use of wood products, without replanting or regeneration of the tree crop. 2. Clearing, grubbing or other destruction and cutting of ground cover, grading or otherwise moving the topsoil, or burning of the vegetative cover of more than 10,000 square feet of land. Landscaping improvements to private residential properties shall not be considered clearcutting, and shall not require a development permit. 3. Cutting of any tree over eight inches DBH, or any specimen tree. 4. Cultivation of any land as an agricultural use, and gardens of less than 10,000 square feet shall not be considered clearcutting, and shall be a permitted use. 	P
Residential		
Single-family detached	Detached dwelling unit intended for only one family. Includes any one family dwelling unit, which complies with the Beaufort County Building Code.	P
Single-family cluster	Two or more single-family detached residential uses in a subdivision, or on an individual lot that include, as part of the subdivision or lot design, significant common open space that meets the standards in Table A.6.60.A.	P
Planned	A development that consists of two or more of the following housing types: village houses, townhouses, duplexes, mansion apartments and apartment houses. Such developments shall be planned as a unit and shall meet all the open space standards in Table 2 A.6.60.A.	C

Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete independent living facility. Maximum building size shall not exceed 50% of the principal unit's floor area.	P
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years.	P
Group home	A building that would otherwise be categorized as a single-family home, except for the fact that the number of unrelated individuals living in the unit does not qualify under the definition of family. The operation of a group home shall be a family living environment, not an institutional environment, where staff manages the living, and controls activities. If the unit would otherwise qualify as other types of dwelling units defined in this ordinance, such as apartment or attached housing, then the use shall be treated as such. Not included are co-ops, nursing homes, other institutional residential and boarding house types of operations since these are institutional or commercial lodging uses.	P
Home occupation	A business, profession, occupation or trade located entirely within a residential dwelling, which does not change the essential character of the residential use.	C
Home business	A business operated out of a single-family residence and accessory structures that permits the employment of up to three unrelated individuals. This includes independent contractors operating from the facility. Farm workers are not included. Uses shall be limited to office and service types, carpentry, upholstery, woodworking, potteries, glasswork, personal services and other similar uses. This use permits the sale of agricultural products, traditional home products, such as crafts, cosmetics, and baked goods. Hobby product sales such as coins, stamps, model trains and collectibles are also permitted.	C
Cottage industry	Light industrial or intensive use(s) conducted on a lot with a residential dwelling unit. Up to six employees may be employed in addition to family members. Farm workers are not included. This use includes, but is not limited to, businesses related to agriculture, screened outdoor storage areas, trucking operations, small	P

	automotive repair shops, septic system service, well service, carpentry, upholstery, woodworking, limited antique sales (including finishing and repair), potteries, glassworks and other similar uses.	
Retail and Restaurants		
Bait shop	Establishments engaged in wholesale and/or retail of fishing supplies, bait, ice and other products and services required for fishing. This use is limited to 1,500 square feet.	C
Road side stands	Those activities which involve selling agricultural produce, home made goods or seafood from a truck, wagon, portable stall or tables, but not as part of, or sponsored by a commercial operation on site.	C
Offices and Services		
Adult day care	Establishments primarily engaged in providing nonresidential social assistance services to improve the quality of life for the elderly or persons with disability. These establishments provide for the welfare of these individuals in such areas as day care, non-medical home care, social activities, group support, and companionship.	C
Day care, family	A facility in a private home that is operated by one or more persons duly licensed or qualified to be licensed by the state for the purpose of providing child day care for one to not more than eight children at any one time, who are not relatives of the day care provider. (NAICS 62441)	P
<u>Lodging: Short-Term Housing Rental (STHR)</u>	<u>A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive dates. See specific use regulations in Article 4.1.360</u>	<u>S</u>
Recreation, Education, Safety, Public Assembly		
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below) This use does not include service garages.	P
Institutional residential	1. Skilled Nursing Facility - Twenty-four hour care to ill persons in a controlled setting providing daily and medical care. Residents often have limited or no	C

	<p>mobility. Requires licensing.</p> <p>2. Assisted Living Facility - Residential care facility catering to the frail elderly who require assistance with daily activities. Requires licensing.</p> <p>3. Independent Living Facility - Facility catering to more mobile, healthy senior adults. Individual living units may contain kitchens, while common dining is available. Planned recreation, housekeeping, transportation, etc may also be provided. Does not require licensing.</p> <p>4. Sheltered Care Facility or Group Living Facility - Facilities where the residents live in an institutional environment and are generally under the care or control of staff. All sheltered care, group care, and group homes, except emergency shelters and residential substance abuse facilities where total occupancy is more than eight, shall be considered institutional residential use. These residents would be members of an institution, have institutional care, or would be treated by staff in an institutional setting rather than living independently. (NAICS 623, 62422, 62423)</p>	
Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	S
Religious establishments (large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having 15,000 or greater square feet of floor area (NAICS 813110).	S
Outdoor recreation	<p>1) Active recreational activities and supporting services including, but not limited to: jogging, cycling, tot lots, playing fields, playgrounds, outdoor swimming pools, and tennis courts (NAICS 7113); trapping and fishing clubs (NAICS 71391, 71393, 71394); marinas.</p> <p>2) Passive recreational uses including, but not limited to: arboretums, wildlife sanctuaries, forests, areas for hiking, nature areas, and other passive recreation-oriented parks.</p> <p>3) Picnic areas and garden plots.</p>	C

Schools, neighborhood (elementary and middle schools) and community high schools)	Institutions of learning or instruction primarily catering to minors, whether public or private, which are licensed by either the county or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools and senior high schools, or any special institution of learning under the jurisdiction of the State Department of Education catering to those age groups. This does not include charm schools, dancing schools, music schools or similar limited schools. (NAICS 6111)	S
Infrastructure, Transportation, Communications		
Local utility	Utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Not included are generation facilities, storage of combustibles, regional facilities, and landfills or mining operations. (NAICS 221122, 22121)	S
Temporary Uses		
Construction staging or plant	A concrete or asphalt batch plant, or metal forming and cutting facility assembled on the site or located no more than one mile from the site where the construction of a particular road, infrastructure or building is to take place. Such site shall be cleared within one year.	S
Contractor's office	Security guard buildings and structures, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Limited sleeping and/or cooking facilities may also be permitted.	P
Model homes sales office	A dwelling unit or modular unit in a subdivision used as a sales office for that subdivision.	P
<p>"P" indicates a Use that is Permitted By Right.</p> <p>"C" indicates a Use that is Permitted with Conditions.</p> <p>"S" indicates a Use that is Permitted as a Special Use.</p>		

A.7.40 - Permitted Activities

The permitted uses are restricted to residential uses and consumer-oriented businesses catering primarily to the needs of the local population. For the purpose of this section, the allowable uses in the DMU zoning district and are controlled by the land use development standards of this section, the Beaufort County Comprehensive plan, the CDC, and the chart of permitted uses (Table A.7.40). The following are descriptions of permitted uses, permitted accessory uses and structures for DMU districts:

Table A.7.40: Dale Mixed Use District Land Use		
Land Use	Use Definition	Use Permission
Agriculture		
Agriculture	Crop (see below: Clearcutting, #4) and animal production, plant nurseries, tree farms. (NAICS 111, 112)	P
Agricultural support services	Farm supply services, equipment dealers, grain storage, veterinary uses for agricultural animals and seasonal packing sheds. (NAICS 1151, 1152, 49313, 4225, 54194)	P
Residential		
Single-family detached	Detached dwelling unit intended for only one family. Includes any one-family dwelling unit, which complies with the Beaufort County Building Code.	P
Single-family cluster	Two or more single-family detached residential uses in a subdivision, or on an individual lot that include, as part of the subdivision or lot design, significant common open space that meets the standards in Table A.7.60.A Below.	P
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years.	P
Group home	A building that would otherwise be categorized as a single-family home, except for the fact that the number of unrelated individuals living in the unit does not qualify under the definition of family. The operation of a group home shall be a family living environment, not an institutional environment, where staff manages the living, and controls activities. If the unit would otherwise qualify as other types of dwelling units defined in this ordinance,	P

	such as apartment or attached housing, then the use shall be treated as such. Not included are co-ops, nursing homes, other institutional residential and boarding house types of operations since these are institutional or commercial lodging uses.	
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. Maximum building size shall not exceed 50% of the principal unit's floor area.	C
Home occupation	A business, profession, occupation or trade located entirely within a residential dwelling, which does not change the essential character of the residential use.	C
Home business	A business operated out of a single-family residence and accessory structures that permits the employment of up to three unrelated individuals. This includes independent contractors operating from the facility. Farm workers are not included. Uses shall be limited to office and service types, carpentry, upholstery, woodworking, potteries, glasswork, personal services and other similar uses. This use permits the sale of agricultural products, traditional home products, such as crafts, cosmetics, and baked goods. Hobby product sales such as coins, stamps, model trains and collectibles are also permitted.	C
Cottage industry	Light industrial or intensive use(s) conducted on a lot with a residential dwelling unit. Up to six employees may be employed in addition to family members. Farm workers are not included. This use includes, but is not limited to, businesses related to agriculture, screened outdoor storage areas, trucking operations, small automotive repair shops, septic system service, well service, carpentry, upholstery, woodworking, limited antique sales (including finishing and repair), potteries, glassworks and other similar uses.	C
Retail and Restaurants		
Commercial retail, neighborhood	These uses are retail uses that primarily serve their immediate neighborhoods, and include the following types: <ol style="list-style-type: none"> 1. Food and beverage stores. 2. Boutiques, gift shops, antique shops and drug stores. 3. Garden centers. 	P

	The maximum size of any neighborhood commercial retail use shall be 2,000 square feet, unless otherwise specified.	
Commercial retail, traditional shop	This use reflects existing small, traditional, community-oriented necessity stores found in rural areas that sell mainly grocery items and household supplies, but not gasoline. Since these are neighborhood-oriented, their maximum size is 2,000 square feet.	P
Banquet hall	Establishments primarily engaged in providing single event-based food services. Examples of events catered are graduations, parties, wedding receptions and business or retirement luncheons. These facilities may also be used by business incubators.	C
Book stores	Establishments primarily engaged in retailing books.	P
Delicatessens and restaurants	Establishment that serves food and beverages to persons seated within the building. Outside terrace or sidewalk seating is permitted subject to all other required codes. This use is limited to a seating capacity of 40 and does not include drive through service. Restaurants may have outdoor cafes on sidewalks or in courtyards.	P
Gas-convenience marts with no repair bays or facilities	There is no towing, vehicle body, engine repair, painting, or exterior overnight vehicle storage permitted with this use. Single-bay car washes associated with a gas convenience mart are permitted (NAICS 811191, 811192).	S
Liquor stores, package	Establishment that engages in retailing packaged alcoholic beverages, such as ale, beer, wine, and liquor.	C
Meat and fish market	Establishments primarily engaged in retailing fresh, frozen, or cured meats, poultry, fish or seafood products (NAICS 445220 and 445210).	P
Produce market	Establishments primarily engaged in retailing fresh fruits and vegetables (NAICS 44523).	P
Retail bakery	Establishments primarily in retailing bread and other bakery products not for immediate consumption made on the premises (NAICS 31181).	P
Retail plant nurseries	Establishments primarily engaged in retailing nursery and garden products, such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. These	P

	establishments may sell a limited amount of products they grow themselves. Outside storage is limited to plants. (NAICS 444220)	
Road side stands	Those activities which involve selling agricultural produce, home made goods or seafood from a truck, wagon, portable stall or tables, but not as part of, or sponsored by a commercial operation on site.	C
Offices and Services		
Services	A variety of commercial services limited to the following: 1. Educational services (NAICS 611, except 611512, 61162). 2. Social assistance (NAICS 624). 3. Veterinary services (NAICS 541940). 4. Postal service buildings, except regional distribution centers, couriers and messengers (NAICS 491, 492). 5. Miscellaneous repair services and shops (NAICS 44311, 8112, 8113, 8114). 6. Funeral homes (NAICS 81221).	P
Government offices	This use is comprised of establishments primarily engaged in law enforcement, traffic safety, and fire protection (NAICS 92215 and 92216) or other facilities that are primarily devoted to public office uses or services. (NAICS 921, 92211, 92213, 923)	P
Day care, family	A facility in a private home that is operated by one or more persons duly licensed or qualified to be licensed by the state for the purpose of providing child day care for one to not more than eight children at any one time, who are not relatives of the day care provider. (NAICS 62441)	P
Day care, commercial	All day care facilities not classified as "day care, family" and including more than eight children (NAICS 62441).	P
Adult day care	Establishments primarily engaged in providing nonresidential social assistance services to improve the quality of life for the elderly or persons with disability. These establishments provide for the welfare of these individuals in such areas as day care, non-medical home care, social activities, group support, and companionship.	C
Dry-cleaning and laundry services	Establishments primarily engaged in operating facilities with coin operated or similar self-service laundry and dry-	P

	cleaning equipment. Does not include except linen, uniform, carpets and upholstery dry cleaning services.(NAICS 812310 and 812320)	
Personal service establishments	Establishments such as barber and beauty shops that provide appearance care services to individuals (NAICS 8121).	P
Professional and technical services	Establishments that specialize in performing professional, scientific, and technical activities for others. These activities require a high degree of expertise and training. Activities performed include: legal advice and representation; accounting, bookkeeping and payroll services; architectural, engineering, and specialized design services and consulting services (NAICS 5411-5414). This use includes a contractor's office without exterior storage, and excludes veterinary services.	P
Real estate services	Establishments that are primarily engaged in renting or leasing real estate to others; managing real estate for others; selling, buying, or renting real estate for others; and providing other real estate services, such as appraisal services. This use permits the employment of up to four real estate agents.	P
Residential storage facility	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods.	S
Quick service oil, tune-up, brake and muffler shops	Shops where maintenance repairs are made in fully enclosed bays, and where such repairs are typically completed in less than two hours.	S
<u>Lodging: Short-Term Housing Rental (STHR)</u>	<u>A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive dates. See specific use regulations in Article 4.1.360</u>	<u>S</u>
Recreation, Education, Safety, Public Assembly		
Civic and social organizations	Establishments primarily engaged in promoting social welfare activities such as educational, scientific, cultural and health. (NAICS 8132-34)	P
Public services	These uses include emergency service, buildings, or	P

	garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below) This use does not include service garages.	
Religious establishments (Small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	C
Religious establishments (Large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having fifteen thousand or greater square feet of floor area (NAICS 813110).	S
Recreational institutional	Nonprofit organizations chartered to provide community-based recreational services.	C
Infrastructure, Transportation, Communications		
Commercial communication towers	A tower, pole or similar structure which supports a telecommunications antenna operated for commercial purposes above ground in a fixed location, freestanding or guyed, or atop a structure. This does not include television antennas or satellite dishes. Towers for radio or television station use are regulated as regional utilities. Speculation towers are prohibited.	S
<p>"P" indicates a Use that is Permitted By Right.</p> <p>"C" indicates a Use that is Permitted with Conditions.</p> <p>"S" indicates a Use that is Permitted as a Special Use.</p>		

ORDINANCE 2024/_____

AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.6.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE COMMUNITY PRESERVATION DISTRICT (DCP) AND SECTION A.7.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE MIXED USE DISTRICT (DMU)

WHEREAS, the Dale Community Preservation District (DCP) does not permit Short-Term Housing Rental (STHR) as an allowable use; and

WHEREAS, a landowner has requested to permit Short-Term Housing Rental (STHR) as an allowable special use; and

WHEREAS, the Short-Term Housing Rental (STHR) use was added as a special use to all transect and conventional zones except for T1 Natural Preserve, S1 Industrial, and the Community Preservation Districts in 2020; and

WHEREAS, the Beaufort County Planning Commission considered the request on October 7, 2024, voting 5-3 to recommend that County Council deny the request along with the denial of the recommendation that the changes also be applied to Dale Mixed Use District (DMU); and

WHEREAS, Dale Community Preservation District is consistent with transect zone districts that allow Short-Term Housing Rental (STHR) as a special use; and

WHEREAS, staff recommends that the amendment also be applied to the Dale Mixed Use District (DMU) to continue further consistency;

WHEREAS, County Council now wishes to amend the Community Development Code (CDC) to permit short-term rentals as an allowable special use to Dale Community Preservation District (DCP) and Dale Mixed Use District (DMU).

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

The Community Development Code is hereby amended to permit Short-Term Housing Rental (STHR) as an allowable special use to Dale Community Preservation District (DCP) and Dale Mixed Use District (DMU). Sections A.6.40 and A.7.40 of the Community Development Code are hereby amended to reflect the language depicted in Exhibit A.

Adopted this _____ day of 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

Exhibit A**A.6.40 - Permitted Activities**

The permitted uses are primarily residential. Limited nonresidential uses are allowed generally subject to the special or conditional use process. Uses not listed are prohibited. The following are descriptions of permitted uses, permitted accessory uses and structures for the Dale CP District:

Table A.6.40: Dale Community Preservation District Land Use		
Land Use	Use Definition	Use Permission
Agriculture		
Agriculture	Crop (see below: Clearcutting,) and animal production, plant nurseries, tree farms. (NAICS 111, 112)	P
Forestry	Perpetual management, harvesting and enhancement of forest resources for ultimate sale or use of wood products, requiring replanting, and subject to S.C. Forestry Commission BMPs. (NAICS 113)	C
Clearcutting	<ol style="list-style-type: none"> 1. Management, harvesting and use of forest or woodland (NAICS 113) for sale or use of wood products, without replanting or regeneration of the tree crop. 2. Clearing, grubbing or other destruction and cutting of ground cover, grading or otherwise moving the topsoil, or burning of the vegetative cover of more than 10,000 square feet of land. Landscaping improvements to private residential properties shall not be considered clearcutting, and shall not require a development permit. 3. Cutting of any tree over eight inches DBH, or any specimen tree. 4. Cultivation of any land as an agricultural use, and gardens of less than 10,000 square feet shall not be considered clearcutting, and shall be a permitted use. 	P
Residential		
Single-family detached	Detached dwelling unit intended for only one family. Includes any one family dwelling unit, which complies with the Beaufort County Building Code.	P
Single-family cluster	Two or more single-family detached residential uses in a subdivision, or on an individual lot that include, as part of the subdivision or lot design, significant common open space that meets the standards in Table A.6.60.A.	P
Planned	A development that consists of two or more of the following housing types: village houses, townhouses, duplexes, mansion apartments and apartment houses. Such developments shall be planned as a unit and shall meet all the open space standards in Table 2 A.6.60.A.	C
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete independent living facility. Maximum	P

	building size shall not exceed 50% of the principal unit's floor area.	
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years.	P
Group home	A building that would otherwise be categorized as a single-family home, except for the fact that the number of unrelated individuals living in the unit does not qualify under the definition of family. The operation of a group home shall be a family living environment, not an institutional environment, where staff manages the living, and controls activities. If the unit would otherwise qualify as other types of dwelling units defined in this ordinance, such as apartment or attached housing, then the use shall be treated as such. Not included are co-ops, nursing homes, other institutional residential and boarding house types of operations since these are institutional or commercial lodging uses.	P
Home occupation	A business, profession, occupation or trade located entirely within a residential dwelling, which does not change the essential character of the residential use.	C
Home business	A business operated out of a single-family residence and accessory structures that permits the employment of up to three unrelated individuals. This includes independent contractors operating from the facility. Farm workers are not included. Uses shall be limited to office and service types, carpentry, upholstery, woodworking, potteries, glasswork, personal services and other similar uses. This use permits the sale of agricultural products, traditional home products, such as crafts, cosmetics, and baked goods. Hobby product sales such as coins, stamps, model trains and collectibles are also permitted.	C
Cottage industry	Light industrial or intensive use(s) conducted on a lot with a residential dwelling unit. Up to six employees may be employed in addition to family members. Farm workers are not included. This use includes, but is not limited to, businesses related to agriculture, screened outdoor storage areas, trucking operations, small automotive repair shops, septic system service, well service, carpentry, upholstery, woodworking, limited antique sales (including finishing and repair), potteries, glassworks and other similar uses.	P
Retail and Restaurants		
Bait shop	Establishments engaged in wholesale and/or retail of fishing supplies, bait, ice and other products and services required for fishing. This use is limited to 1,500 square feet.	C

Road side stands	Those activities which involve selling agricultural produce, home made goods or seafood from a truck, wagon, portable stall or tables, but not as part of, or sponsored by a commercial operation on site.	C
Offices and Services		
Adult day care	Establishments primarily engaged in providing nonresidential social assistance services to improve the quality of life for the elderly or persons with disability. These establishments provide for the welfare of these individuals in such areas as day care, non-medical home care, social activities, group support, and companionship.	C
Day care, family	A facility in a private home that is operated by one or more persons duly licensed or qualified to be licensed by the state for the purpose of providing child day care for one to not more than eight children at any one time, who are not relatives of the day care provider. (NAICS 62441)	P
<u>Lodging: Short-Term Housing Rental (STHR)</u>	<u>A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive dates. See specific use regulations in Article 4.1.360</u>	<u>S</u>
Recreation, Education, Safety, Public Assembly		
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below) This use does not include service garages.	P
Institutional residential	<ol style="list-style-type: none"> 1. Skilled Nursing Facility - Twenty-four hour care to ill persons in a controlled setting providing daily and medical care. Residents often have limited or no mobility. Requires licensing. 2. Assisted Living Facility - Residential care facility catering to the frail elderly who require assistance with daily activities. Requires licensing. 3. Independent Living Facility - Facility catering to more mobile, healthy senior adults. Individual living units may contain kitchens, while common dining is available. Planned recreation, housekeeping, transportation, etc may also be provided. Does not require licensing. 4. Sheltered Care Facility or Group Living Facility - Facilities where the residents live in an institutional environment and are generally under the care or control of staff. All sheltered care, group care, and group homes, except emergency shelters and residential substance abuse facilities where total occupancy is more than 	C

	eight, shall be considered institutional residential use. These residents would be members of an institution, have institutional care, or would be treated by staff in an institutional setting rather than living independently. (NAICS 623, 62422, 62423)	
Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	S
Religious establishments (large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having 15,000 or greater square feet of floor area (NAICS 813110).	S
Outdoor recreation	1) Active recreational activities and supporting services including, but not limited to: jogging, cycling, tot lots, playing fields, playgrounds, outdoor swimming pools, and tennis courts (NAICS 7113); trapping and fishing clubs (NAICS 71391, 71393, 71394); marinas. 2) Passive recreational uses including, but not limited to: arboretums, wildlife sanctuaries, forests, areas for hiking, nature areas, and other passive recreation-oriented parks. 3) Picnic areas and garden plots.	C
Schools, neighborhood (elementary and middle schools) and community high schools)	Institutions of learning or instruction primarily catering to minors, whether public or private, which are licensed by either the county or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools and senior high schools, or any special institution of learning under the jurisdiction of the State Department of Education catering to those age groups. This does not include charm schools, dancing schools, music schools or similar limited schools. (NAICS 6111)	S
Infrastructure, Transportation, Communications		
Local utility	Utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Not included are generation facilities, storage of combustibles, regional facilities, and landfills or mining operations. (NAICS 221122, 22121)	S
Temporary Uses		
Construction staging or plant	A concrete or asphalt batch plant, or metal forming and cutting facility assembled on the site or located no more	S

	than one mile from the site where the construction of a particular road, infrastructure or building is to take place. Such site shall be cleared within one year.	
Contractor's office	Security guard buildings and structures, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Limited sleeping and/or cooking facilities may also be permitted.	P
Model homes sales office	A dwelling unit or modular unit in a subdivision used as a sales office for that subdivision.	P
<p>"P" indicates a Use that is Permitted By Right.</p> <p>"C" indicates a Use that is Permitted with Conditions.</p> <p>"S" indicates a Use that is Permitted as a Special Use.</p>		

The permitted uses are restricted to residential uses and consumer-oriented businesses catering primarily to the needs of the local population. For the purpose of this section, the allowable uses in the DMU zoning district and are controlled by the land use development standards of this section, the Beaufort County Comprehensive plan, the CDC, and the chart of permitted uses (Table A.7.40). The following are descriptions of permitted uses, permitted accessory uses and structures for DMU districts:

Table A.7.40: Dale Mixed Use District Land Use		
Land Use	Use Definition	Use Permission
Agriculture		
Agriculture	Crop (see below: Clearcutting, #4) and animal production, plant nurseries, tree farms. (NAICS 111, 112)	P
Agricultural support services	Farm supply services, equipment dealers, grain storage, veterinary uses for agricultural animals and seasonal packing sheds. (NAICS 1151, 1152, 49313, 4225, 54194)	P
Residential		
Single-family detached	Detached dwelling unit intended for only one family. Includes any one-family dwelling unit, which complies with the Beaufort County Building Code.	P
Single-family cluster	Two or more single-family detached residential uses in a subdivision, or on an individual lot that include, as part of the subdivision or lot design, significant common open space that meets the standards in Table A.7.60.A Below.	P
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years.	P
Group home	A building that would otherwise be categorized as a single-family home, except for the fact that the number of unrelated individuals living in the unit does not qualify under the definition of family. The operation of a group home shall be a family living environment, not an institutional environment, where staff manages the living, and controls activities. If the unit would otherwise qualify as other types of dwelling units defined in this ordinance, such as apartment or attached housing, then the use shall be treated as such. Not included are co-ops, nursing homes, other institutional residential and boarding house types of operations since these are institutional or commercial lodging uses.	P
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility.	C

	Maximum building size shall not exceed 50% of the principal unit's floor area.	
Home occupation	A business, profession, occupation or trade located entirely within a residential dwelling, which does not change the essential character of the residential use.	C
Home business	A business operated out of a single-family residence and accessory structures that permits the employment of up to three unrelated individuals. This includes independent contractors operating from the facility. Farm workers are not included. Uses shall be limited to office and service types, carpentry, upholstery, woodworking, potteries, glasswork, personal services and other similar uses. This use permits the sale of agricultural products, traditional home products, such as crafts, cosmetics, and baked goods. Hobby product sales such as coins, stamps, model trains and collectibles are also permitted.	C
Cottage industry	Light industrial or intensive use(s) conducted on a lot with a residential dwelling unit. Up to six employees may be employed in addition to family members. Farm workers are not included. This use includes, but is not limited to, businesses related to agriculture, screened outdoor storage areas, trucking operations, small automotive repair shops, septic system service, well service, carpentry, upholstery, woodworking, limited antique sales (including finishing and repair), potteries, glassworks and other similar uses.	C
Retail and Restaurants		
Commercial retail, neighborhood	These uses are retail uses that primarily serve their immediate neighborhoods, and include the following types: <ol style="list-style-type: none"> 1. Food and beverage stores. 2. Boutiques, gift shops, antique shops and drug stores. 3. Garden centers. The maximum size of any neighborhood commercial retail use shall be 2,000 square feet, unless otherwise specified.	P
Commercial retail, traditional shop	This use reflects existing small, traditional, community-oriented necessity stores found in rural areas that sell mainly grocery items and household supplies, but not gasoline. Since these are neighborhood-oriented, their maximum size is 2,000 square feet.	P
Banquet hall	Establishments primarily engaged in providing single event-based food services. Examples of events catered are graduations, parties, wedding receptions and business or retirement luncheons. These facilities may also be used by business incubators.	C
Book stores	Establishments primarily engaged in retailing books.	P
Delicatessens and restaurants	Establishment that serves food and beverages to persons seated within the building. Outside terrace or sidewalk seating is permitted subject to all other required codes. This use is limited to	P

	a seating capacity of 40 and does not include drive through service. Restaurants may have outdoor cafes on sidewalks or in courtyards.	
Gas-convenience marts with no repair bays or facilities	There is no towing, vehicle body, engine repair, painting, or exterior overnight vehicle storage permitted with this use. Single-bay car washes associated with a gas convenience mart are permitted (NAICS 811191, 811192).	S
Liquor stores, package	Establishment that engages in retailing packaged alcoholic beverages, such as ale, beer, wine, and liquor.	C
Meat and fish market	Establishments primarily engaged in retailing fresh, frozen, or cured meats, poultry, fish or seafood products (NAICS 445220 and 445210).	P
Produce market	Establishments primarily engaged in retailing fresh fruits and vegetables (NAICS 44523).	P
Retail bakery	Establishments primarily in retailing bread and other bakery products not for immediate consumption made on the premises (NAICS 31181).	P
Retail plant nurseries	Establishments primarily engaged in retailing nursery and garden products, such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. These establishments may sell a limited amount of products they grow themselves. Outside storage is limited to plants. (NAICS 444220)	P
Road side stands	Those activities which involve selling agricultural produce, home made goods or seafood from a truck, wagon, portable stall or tables, but not as part of, or sponsored by a commercial operation on site.	C
Offices and Services		
Services	A variety of commercial services limited to the following: 1. Educational services (NAICS 611, except 611512, 61162). 2. Social assistance (NAICS 624). 3. Veterinary services (NAICS 541940). 4. Postal service buildings, except regional distribution centers, couriers and messengers (NAICS 491, 492). 5. Miscellaneous repair services and shops (NAICS 44311, 8112, 8113, 8114). 6. Funeral homes (NAICS 81221).	P
Government offices	This use is comprised of establishments primarily engaged in law enforcement, traffic safety, and fire protection (NAICS 92215 and 92216) or other facilities that are primarily devoted to public office uses or services. (NAICS 921, 92211, 92213, 923)	P
Day care, family	A facility in a private home that is operated by one or more persons duly licensed or qualified to be licensed by the state for the purpose of providing child day care for one to not more than eight	P

	children at any one time, who are not relatives of the day care provider. (NAICS 62441)	
Day care, commercial	All day care facilities not classified as "day care, family" and including more than eight children (NAICS 62441).	P
Adult day care	Establishments primarily engaged in providing nonresidential social assistance services to improve the quality of life for the elderly or persons with disability. These establishments provide for the welfare of these individuals in such areas as day care, non-medical home care, social activities, group support, and companionship.	C
Dry-cleaning and laundry services	Establishments primarily engaged in operating facilities with coin operated or similar self-service laundry and dry-cleaning equipment. Does not include except linen, uniform, carpets and upholstery dry cleaning services.(NAICS 812310 and 812320)	P
Personal service establishments	Establishments such as barber and beauty shops that provide appearance care services to individuals (NAICS 8121).	P
Professional and technical services	Establishments that specialize in performing professional, scientific, and technical activities for others. These activities require a high degree of expertise and training. Activities performed include: legal advice and representation; accounting, bookkeeping and payroll services; architectural, engineering, and specialized design services and consulting services (NAICS 5411-5414). This use includes a contractor's office without exterior storage, and excludes veterinary services.	P
Real estate services	Establishments that are primarily engaged in renting or leasing real estate to others; managing real estate for others; selling, buying, or renting real estate for others; and providing other real estate services, such as appraisal services. This use permits the employment of up to four real estate agents.	P
Residential storage facility	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods.	S
Quick service oil, tune-up, brake and muffler shops	Shops where maintenance repairs are made in fully enclosed bays, and where such repairs are typically completed in less than two hours.	S
<u>Lodging: Short-Term Housing Rental (STHR)</u>	<u>A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive dates. See specific use regulations in Article 4.1.360</u>	<u>S</u>
Recreation, Education, Safety, Public Assembly		
Civic and social organizations	Establishments primarily engaged in promoting social welfare activities such as educational, scientific, cultural and health. (NAICS	P

	8132-34)	
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below) This use does not include service garages.	P
Religious establishments (Small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	C
Religious establishments (Large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having fifteen thousand or greater square feet of floor area (NAICS 813110).	S
Recreational institutional	Nonprofit organizations chartered to provide community-based recreational services.	C
Infrastructure, Transportation, Communications		
Commercial communication towers	A tower, pole or similar structure which supports a telecommunications antenna operated for commercial purposes above ground in a fixed location, freestanding or guyed, or atop a structure. This does not include television antennas or satellite dishes. Towers for radio or television station use are regulated as regional utilities. Speculation towers are prohibited.	S
<p>"P" indicates a Use that is Permitted By Right.</p> <p>"C" indicates a Use that is Permitted with Conditions.</p> <p>"S" indicates a Use that is Permitted as a Special Use.</p>		



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT
MEETING NAME AND DATE:
Public Facilities & Safety Committee Meeting; November 18, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes)
ITEM BACKGROUND:
After the 2018 Transportation Sales Tax was approved by voters on November 6, 2018, County Council approved Resolution 2019/44 identifying the specific projects and authorizing the acquisition of all rights-of-way needed by the County in order to complete the construction of projects associated with the Tax Referendum. Additionally, Council approved Resolution 2021/20 establishing a right-of-way acquisition policy for the property associated with Tax Referendum projects.
PROJECT / ITEM NARRATIVE:
Project plans have been developed to provide for an 8-ft pathway along the north side of Stuart Point Road in the Seabrook area stretching for approximately 2 miles from US 21 to Delaney Circle. New right-of-way and temporary construction easements are needed on 38 parcels as identified in Exhibit A attached to the proposed Ordinance. Staff, working along side the project right-of-way agent, will negotiate directly with each landowner for the acquisition of necessary right-of-way and temporary construction easements in accordance with the thresholds identified in Resolution 2021/20.
FISCAL IMPACT:
<i>Acquisition of right-of-way shall be at fair market value established by a licensed appraisal; Funded by the 2018 One Percent Transportation Sales and Use Tax</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Approval to accept Right of Way interests or temporary construction easements for the parcels shown in Exhibit A, attached to the proposed Ordinance, that are associated with Stuart Point Road 8-ft Sidewalk
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny/amend an ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of right-of-way or temporary construction easements on real property associated with the Stuart Point Road Sidewalk Project</i>
Next Step – three readings and a public hearing from County Council

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT

WHEREAS, on November 6, 2018, the citizens of Beaufort County (“County”) approved the 2018 One Cent Sales Tax Referendum to impose a One (1%) Percent Transportation Sales and Use Tax for not more than four (4) years, and to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million (\$120,000,000) Dollars to fund transportation-related projects; hereinafter collectively referred to as the “Tax Referendum”; and

WHEREAS, Beaufort County Council (“Council”) approved Resolution 2019/44 identifying the specific projects and authorizing the acquisition of right-of-way needed by the County in order to complete the construction of projects associated with the Tax Referendum. Additionally, Council approved Resolution 2021/20 establishing a right-of-way acquisition policy for the property associated with Tax Referendum projects; and

WHEREAS, the County desires to acquire the certain right-of-way and temporary construction easements necessary to meet the County, South Carolina Department of Transportation, and the Federal Highway Administration standards for the construction of an eight (8) foot wide sidewalk on Stuart Point Road in the Seabrook area of Beaufort County. The acquisition area consists of the right-of-way or temporary construction easement areas shown in “Exhibit A” attached hereto and incorporated herein by reference. The project details provided herein and associated property described in Exhibit A are collectively hereinafter referred to as the “Stuart Point Road Sidewalk Project”; and

WHEREAS, in accordance with Resolution 2019/44, Resolution 2021/20 and in order to establish just compensation, the County shall obtain appraisals for each of the right-of-way acquisitions. Funds from the Tax Referendum shall fund the compensation to real property owners and any cost and fees associated with both the right-of-way acquisitions or temporary construction easements; and

WHEREAS, the Council believes that it is in the best interest of its citizens to formalize the County’s right-of-way interest or temporary construction easements in real property, and as described in Exhibit A, that are associated with the Stuart Point Road Sidewalk Project.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of right-of-way or temporary construction easements on real property associated with the Stuart Point Road Sidewalk Project where said properties are further described in “Exhibit A”, attached hereto and incorporated herein by reference.

ADOPTED this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

Stuart Point Rd 8-ft Sidewalk Project	
New Right of Way and/or Temporary Construction Easement	
Tract No.	PIN
16	R100 012 000 018B 0000
18	R100 012 000 0028 0000
20	R100 012 000 0027 0000
25	R100 012 000 0010 0000
31	R100 012 000 0081 0000
34	R100 012 000 0023 0000
36	R100 012 000 024A 0000
38	R100 012 000 0024 0000
42	R100 013 000 012A 0000
45	R100 016 000 0178 0000
47	R100 016 000 0205 0000

STATE	COUNTY	PROJECT ID	ROAD / ROUTE NO.	SHEET NO.
SC	BEAUFORT	P041782	S	Item 14.

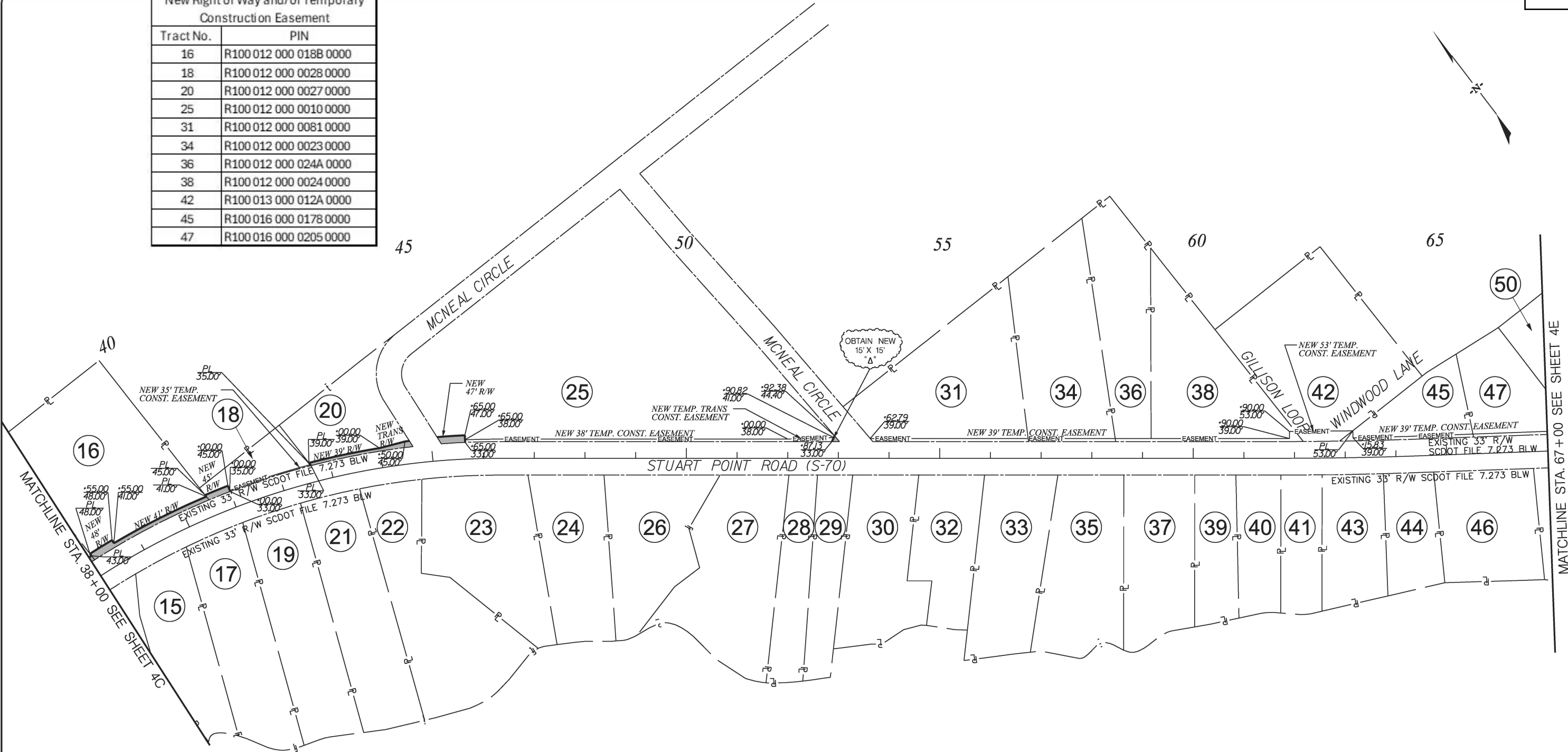


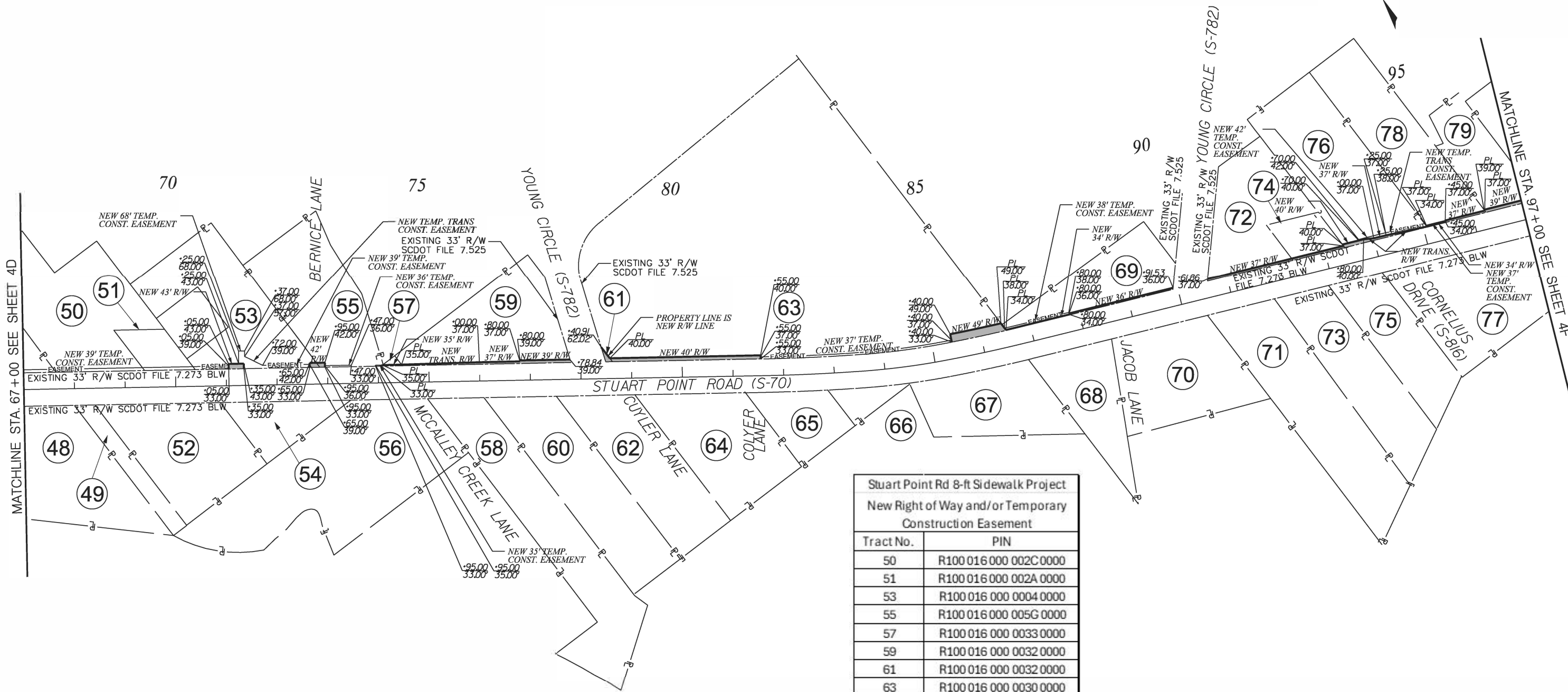
EXHIBIT A, Page 2



PRELIMINARY
NOT FOR CONSTRUCTION

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY:	BLW	DATE	XXXXXX
DRAWN BY:	BLW	DATE	XXXXXX
CHECKED BY:	JCH	DATE	XXXXXX

BEAUFORT COUNTY	
STUART POINT ROAD (S-70) SIDEWALK PROPERTY STRIP MAP	
SHEET 4D	SCALE: 1"=100'



Stuart Point Rd 8-ft Sidewalk Project	
New Right of Way and/or Temporary Construction Easement	
Tract No.	PIN
50	R100 016 000 002C 0000
51	R100 016 000 002A 0000
53	R100 016 000 0004 0000
55	R100 016 000 005G 0000
57	R100 016 000 0033 0000
59	R100 016 000 0032 0000
61	R100 016 000 0032 0000
63	R100 016 000 0030 0000
69	R100 016 000 0039 0000
72	R100 016 000 0027 0000
74	R100 016 000 027A 0000
76	R100 016 000 0026 0000
78	R100 016 000 026A 0000
79	R100 016 000 0195 0000

EXHIBIT A, Page 3

Stuart Point Rd 8-ft Sidewalk Project New Right of Way and/or Temporary Construction Easement	
Tract No.	PIN
81	R100 016 000 026C 0000
84	R100 016 000 022C 0000
87	R100 016 000 022B 0000
90	R100 016 000 022A 0000
92	R100 016 000 0184 0000
93	R100 016 000 0021 0000
97	R100 016 000 0020 0000

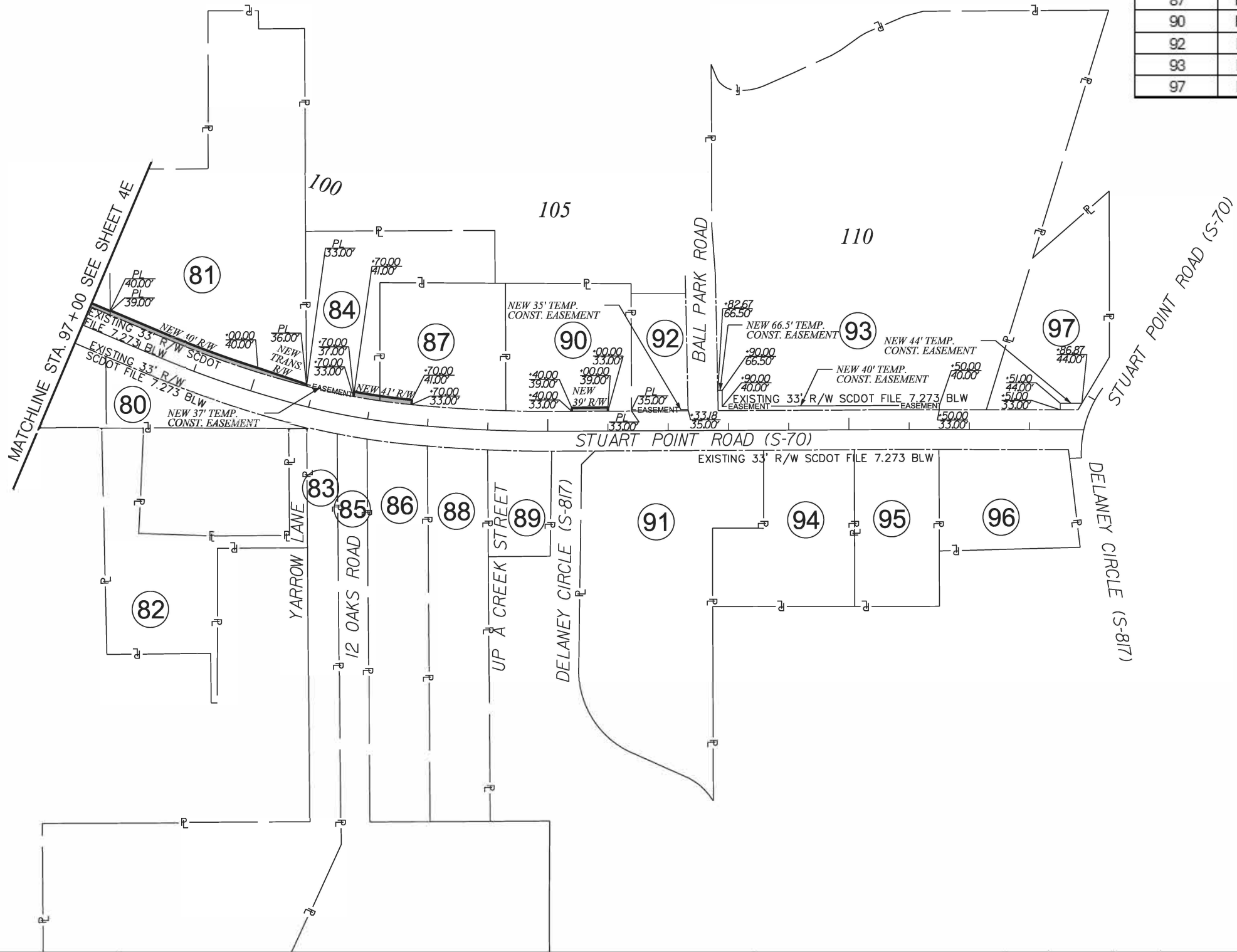
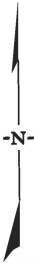


EXHIBIT A, Page 4

INFRASTRUCTURE
CONSULTING & ENGINEERING

PRELIMINARY
NOT FOR CONSTRUCTION

4				
3				
2				
1				
REV. NO.	BY	DATE	DESCRIPTION OF REVISION	
DESIGNED BY:	BLW	DATE	XXXXXX	
DRAWN BY:	BLW	DATE	XXXXXX	
CHECKED BY:	JCH	DATE	XXXXXX	

BEAUFORT COUNTY	
STUART POINT ROAD (S-70) SIDEWALK PROPERTY STRIP MAP	
SHEET 4F	SCALE: 1"=100'

RESOLUTION 2021/20

A RESOLUTION ESTABLISHING RIGHT OF WAY ACQUISITION POLICIES ASSOCIATED WITH THE IMPLEMENTATION OF 2018 ONE CENT SALES TAX REFERENDUM PROJECTS APPROVED BY VOTERS NOVEMBER 6, 2018

WHEREAS, , Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1 %) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, County Council adopted Resolution 2019/44 attached as Exhibit “A” authorized the acquisition of all right of ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right of ways needed to complete projects listed on attached Exhibit “A” ; and

WHEREAS, County Council further authorized, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects; and

WHEREAS, in an effort to expedite the acquisition process necessary for project completion, exceptions to the current property purchasing standards need to be addressed as the program is governed by an Intergovernmental Agreement with South Carolina Department of Transportation (SCDOT) and shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended; and

WHEREAS, in an effort to expedite projects to the construction stage, the County Administrator, currently authorized to approve payments not to exceed \$50,000, be authorized to approve right of way (ROW) transactions up to \$500,000 and delegate negotiating authority to the acquisition team as follows:

1. Assistant County Administrator - Engineering up to \$250,000
2. Director of Transportation Engineering up to \$100,000
3. Right of Way Manager up to \$50,000

WHEREAS, County Council shall approve all payments exceeding \$500,000 and shall approve eminent domain proceedings; and

WHEREAS, to expedite payment for the right of way acquisition process, the County waives the requirement to issue purchase orders over \$1,500 and will amend the Beaufort County Procurement Code; and

NOW, THEREFORE, BE IT RESOLVED Beaufort County Council hereby establishes the right of way acquisition policies and approval authorities for the 2018 One Cent Transportation Sales Tax Referendum program as set forth above.

ADOPTED this 28th day of June 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____


Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council

RESOLUTION 2019 / 44

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

1. Hilton Head Island – US 278 Corridor Traffic Improvements
2. Lady's Island Corridor Traffic Improvements
3. Sidewalks and Multi-Use Pathways – Safe Routes to School:
 - a. Burnt Church Road, Ulmer Road, and Shad Road
 - b. Laurel Bay Road Pathway Widening
 - c. Bluffton Parkway Phase I
 - d. Joe Frazier Road
 - e. Meridian Road
 - f. Alljoy Road
 - g. Salem Road, Old Salem Road, and Burnt Hill Road
 - h. Middle Road
 - i. Stuart Point
 - j. Broad Rover Boulevard and Riley Road
 - k. Broad River Drive
 - l. Lake Point Drive and Old Miller Road Pathway Connection

- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 18th day of November, 2019.

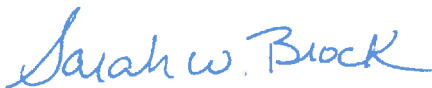
COUNTY COUNCIL OF BEAUFORT
COUNTY

By:



Stewart H. Rodman , Chairman

Attest:



Sarah W. Brock, Clerk to Council

RESOLUTION 2019 / 44

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

1. Hilton Head Island – US 278 Corridor Traffic Improvements
2. Lady's Island Corridor Traffic Improvements
3. Sidewalks and Multi-Use Pathways – Safe Routes to School:
 - a. Burnt Church Road, Ulmer Road, and Shad Road
 - b. Laurel Bay Road Pathway Widening
 - c. Bluffton Parkway Phase I
 - d. Joe Frazier Road
 - e. Meridian Road
 - f. Alljoy Road
 - g. Salem Road, Old Salem Road, and Burnt Hill Road
 - h. Middle Road
 - i. Stuart Point
 - j. Broad Rover Boulevard and Riley Road
 - k. Broad River Drive
 - l. Lake Point Drive and Old Miller Road Pathway Connection

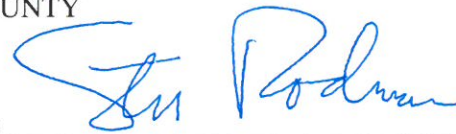
- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 18th day of November, 2019.

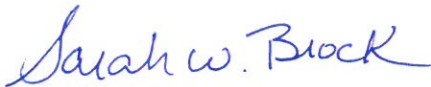
COUNTY COUNCIL OF BEAUFORT
COUNTY

By: _____



Stewart H. Rodman, Chairman

Attest:



Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND
MEETING NAME AND DATE:
Public Facilities and Safety Committee; November 18, 2024
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator; 5 Minutes
ITEM BACKGROUND:
<p>The Mitchelville Preservation Project, Inc., is a non-profit organization in Hilton Head Island that features, celebrates, promotes, and continues to research the rich history of the Historic Mitchelville in Beaufort County on Hilton Head Island. The non-profit is focused on preserving a historically significant site, known as the Historic Mitchelville Freedom Park, to reveal and American story of former slaves who created a culture of sacrifice, resistance and resilience.</p> <p>The Mitchelville Preservation Project, Inc. has occupied office space (Suite 134) at the County’s Hilton Head Government Center for several years without a lease in place. Recently, due to the growth and success of the non-profit featuring the rich history of Mitchelville, they have requested an additional room (Suite 142).</p>
PROJECT / ITEM NARRATIVE:
<p>The ordinance will bring the existing use of the County Office space into compliance and allow the continued operation of the Mitchelville Preservation Project, Inc.’s administrative offices moving forward.</p> <p>The proposed lease is to include the currently occupied Suite 134 as well as Suite 142 that will be used by the Finance Director.</p>
FISCAL IMPACT:
<p>The lease rate established in accordance with the Beaufort County Lease Policy, the applicable section of the Policy provides:</p> <p><i>The administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval.</i></p>
STAFF RECOMMENDATIONS TO COUNCIL:
Approve a lease with Mitchelville Preservation Project, Inc. at a nominal rate for use of Suite 134 and Suite 142 at the County’s Hilton Head Government Offices located at 539 William Hilton Parkway, Hilton Head Island
OPTIONS FOR COUNCIL MOTION:
<p>Motion to disapprove.</p> <p>Move forward to Council on December 8, 2024; public hearing is required.</p>

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND**

WHEREAS, Beaufort County (“County”) is the fee simple owner of the property located at 539 William Hilton Parkway, Hilton Head Island, South Carolina 29928 (“Property”); and

WHEREAS, Mitchelville Preservation Project, Inc. is a non-profit organization located on Hilton Head Island that features, celebrates, promotes, and continues to research the rich history of the Historic Mitchelville in Beaufort County on Hilton Head Island; and

WHEREAS, the County desires to lease a portion of the Property, Suite 134 and Suite 142, to Mitchelville Preservation Project, Inc. for the operation of its administrative and finance offices; and

WHEREAS, Beaufort 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 with Mitchelville Preservation Project, Inc. to occupy Suite 134 and Suite 142 in the County’s office building located at 539 William Hilton Parkway on Hilton Head Island at a nominal rate to include all costs.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Mitchelville Preservation Project, Inc. for Suite 134 and Suite 142 of the County owned office building located at 539 William Hilton Parkway on Hilton Head Island.

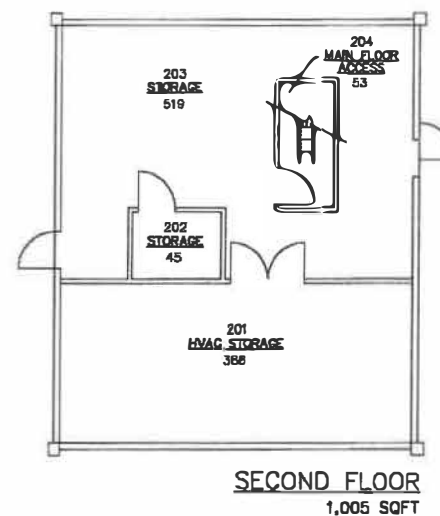
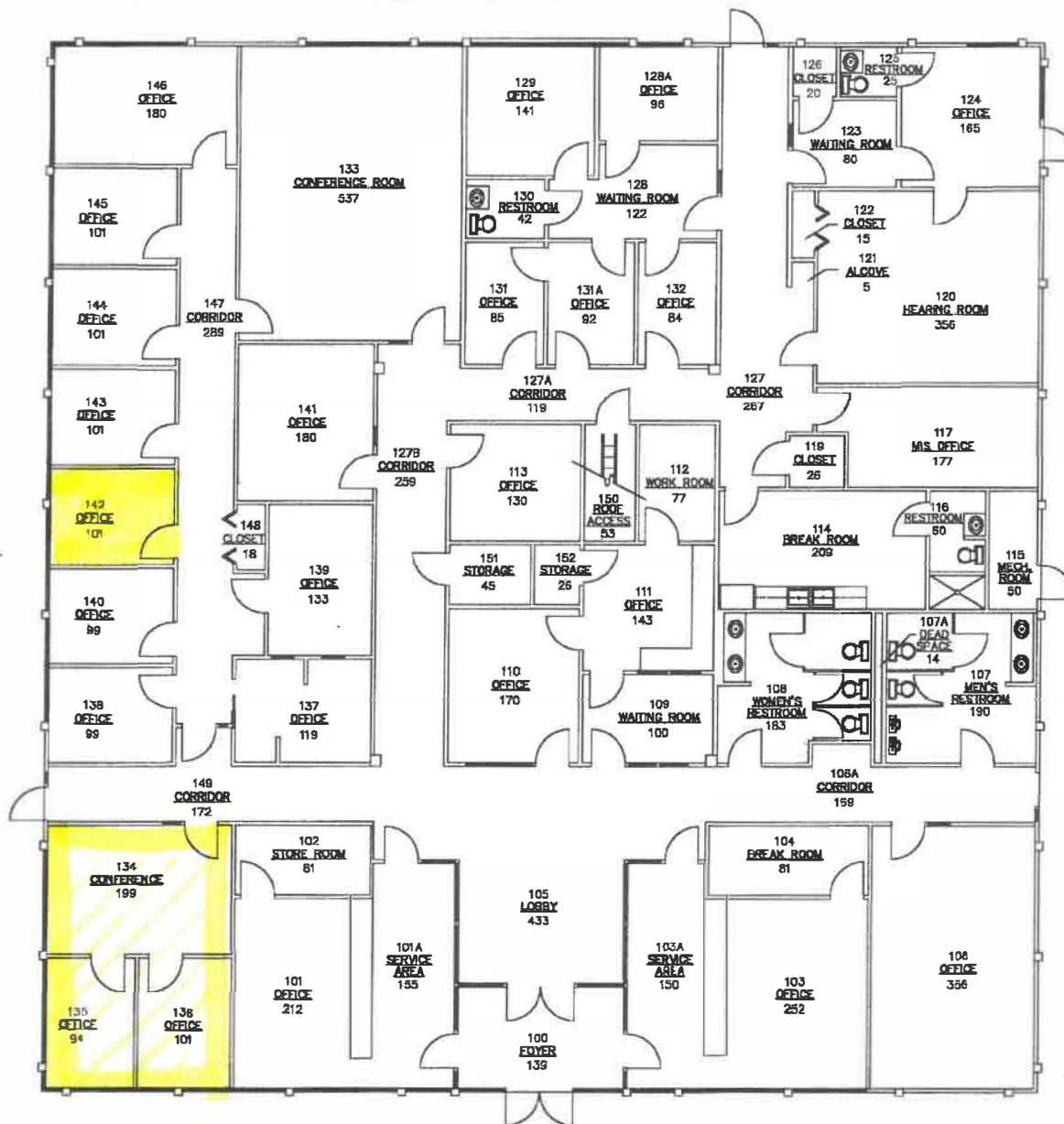
Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



9,303 GENERAL
SQUARE FOOTAGE

HEERY
5540 CENTERVIEW DRIVE
SUITE 401
RALEIGH, NORTH CAROLINA 27606
PHONE: 919-854-9880
FAX: 919-854-9397

**Fifth Dimension
AutoCAD Services**
533 W. Main St.
Spring Hope, NC 27882
Phone: (252) 478-4588
fifthdimension@heery.com



GOVERNMENT CENTER SOUTH
539 WILLIAM HILTON PARKWAY
HILTON HEAD ISLAND, SC 29926
BEAUFORT COUNTY, SOUTH CAROLINA

**Government
Center
South**
Building # 49
GSF=9,303
539 William Hilton Pkwy
HH Is., SC 29926

Date: AUGUST 2, 2002
Project # 01033-00
Scale: NTS



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:
Recommend Approval of an Ordinance to Invest \$4,300,000 from the General Fund – Fund Balance in an Infrastructure Development Project at Beaufort Executive Airport (ARW) to fund Construction of Aircraft Hangars
MEETING NAME AND DATE:
Finance Committee November 25, 2024
PRESENTER INFORMATION:
Jon Rembold, Airports Director 10 minutes
ITEM BACKGROUND:
<p>Beaufort Executive Airport has a crisis-level shortage of hangar space. All hangars are occupied and there is a 68-person waiting list. The airport has a total of 34 T-hangars.</p> <p>On 8/19/24, Public Facilities Committee directed airport staff to work with the finance staff to develop funding options for the hangar development project. The funding shortfall is \$4,300,000.</p> <p>On 10/23/24, airport staff presented options to Finance Committee. Based on feedback from that meeting, the current suite of options is being presented for consideration.</p>
PROJECT / ITEM NARRATIVE:
<p>The hangar project includes the construction of 2 “box” and 20 “T” style hangars at ARW to provide Beaufort County citizens with aircraft hangar space. These refined funding options were developed for Finance Committee’s consideration. The funding package in the back up material describes the details of each option.</p> <p>Option 1: \$4,300,000 investment from the General Fund – Fund Balance to the Airport to fund the project.</p> <p>Option 2: (Recommended) \$2,150,000 loan from General Fund – Fund Balance to the Airport coupled with a \$2,150,000 investment from the General Fund – Fund Balance to complete the project.</p> <p>Option 3: \$4,300,000 structured loan from the General Fund - Fund Balance to the Airport to complete the project.</p>
FISCAL IMPACT:
<p>Each option improves ARW’s financial position. The backup package contains the details of each option. Option 2 provides a favorable combination of investment and project financing that provides significant benefit to the County by executing a project that will generate revenue immediately upon completion. This revenue (from hangar rent and increased fuel sales) will help fund important deferred airfield safety and facility maintenance projects. The increase in based aircraft also increases aircraft property tax revenues.</p>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff Recommends approval of the proposed Ordinance, which reflects selection of funding Option 2
OPTIONS FOR COUNCIL MOTION:
Approve the proposed Ordinance to Invest an estimated \$2,150,000 from the General Fund – Fund Balance in an Infrastructure Development Project at Beaufort Executive Airport (ARW) to fund Construction of Aircraft Hangars; or deny the proposed Ordinance to Invest an estimated \$2,150,000 from the General Fund – Fund

Balance in an Infrastructure Development Project at Beaufort Executive Airport (ARW) to fund Construction Aircraft Hangars.



November 2024

Beaufort County Council
100 Ribaut Road
Beaufort SC 29901

Beaufort Executive Airport (ARW) Hangar Development Funding Options

Request

Authorize the use of funds from General Fund balance to complete a hangar expansion project at Beaufort Executive Airport.

Background

Beaufort County is the residence of record for 195 taxable private aircraft, many of which are stored and operated from Beaufort Executive Airport (ARW). Property taxes on these aircraft generate more than 1 million dollars in tax revenue which is deposited in Beaufort County's general fund. In the past 10 years, Beaufort County has not reinvested these tax dollars in the maintenance or capital improvement of Beaufort Executive Airport.

The airport operates as an Enterprise, or as a business of the county. The airport enterprise generates revenue from fuel sales, hangar rental, and tie downs, then reinvests that very small margin of revenue into the facility for maintenance and capital improvements or to pay debt service.

ARW is also home to Beaufort County Mosquito Control (public health), Beaufort County Sheriff Office (BCSO) Aviation (public safety), BCSO Substation (public safety), and a Civil Air Patrol aircraft. The airport does not impose lease/rental fees on any of these non-airport entities.

Beaufort Executive Airport has been at 100% hangar capacity for at least ten years, and there has been a waiting list for all those years. The airport designed a hangar development project to partially relieve the pressure of the 68-person waiting list. Currently, aircraft owners are forced to choose other airports outside of Beaufort County to house their aircraft which results in lost fuel revenue for ARW and a loss of personal property tax revenue for Beaufort County. It also adds tremendous inconvenience to tax-paying county residents when they are forced to drive to another county to access their aircraft.

Project Scope

Following this narrative is a site plan showing the proposed hangars located immediately adjacent to the existing hangars.

- Hangar 500A consists of a 50'x 50' Box addition on the current 500 series T Hangar section
- Hangar 400 consists of 1 row of 12 nested T hangars (each T hangar is approximately 1,050 square feet)
- Hangar 300 consists of 1 row of 8 Standard T hangars
- Hangar 200 consists of a 120' x 60' Box hangar

Funding options and available funds

The total estimated cost to complete both sitework and construction is \$7.1 million.¹ Current available funds for the hangar project include \$1.4 million in ARPA funds and \$1.4 million in South Carolina Aeronautics Commission (SCAC) funds. The additional funds needed for the project are \$4.3 million.

Cost Estimate	
Site work cost	\$ 2,325,000
Structure cost	<u>4,766,000</u>
Total Estimated Cost	7,091,000
Current available funds	
ARPA	\$ 1,400,000
SCAC	<u>1,388,000</u>
Total current available funds	<u>2,788,000</u>
Additional funds needed	<u>\$ 4,303,000</u>

¹ This estimate includes a 10 percent contingency for potential overages.

The following are two funding options:

Option 1 - Approval of the request for \$4.3 million from General Fund Balance

This is the most favorable option for staff. Capital investment in Beaufort Executive Airport will encourage growth and allow the airport to reinvest a higher margin of revenue into future maintenance and capital projects as well as complete deferred runway safety projects. This investment will generate increased capacity resulting in an increase of high value taxable aircraft home-based in Beaufort County.

Predicted Return on Investment for Option 1

NAME	TYPE	Nightly	Monthly	Annual	
Hangar 500A	50' x 50' Sm Box	\$ -	\$ 2,200.00	\$ 26,400.00	*\$2200 per month
Hangar 400	T-Hangar (12)	\$ -	\$ 7,200.00	\$ 86,400.00	*\$600 per month
Hangar 300	T-Hangar (8)	\$ -	\$ 4,800.00	\$ 57,600.00	*\$600 per month
Hangar 200	120' x 60' Lg box	\$ 3,000.00	\$ 1,000.00	\$ 48,000.00	*15 nightly rentals/ \$200 per night/2 A/C \$ 500 per month
Annual Revenue				\$ 218,400.00	
Annual Debt Service				\$ -	
Annual ROI				\$ 218,400.00	

As shown in the previous table, the associated annual hangar revenue is \$218,400 before associated maintenance expenses and there would be no ARW associated debt service. The net present value (NPV) of the project to ARW utilizing a 4.25% discount rate over a 30-year period is estimated at \$4.96 million (See Appendix 1)¹.

Option 1 is the preferred option because it enables the Airport to reinvest hangar revenues to execute deferred airfield safety and facility maintenance projects. These projects are critical to the long-term viability of the airport but have had to be deferred due to lack of funds. This project is a unique opportunity for Beaufort County to create an immediate impact with its investment. Some of these deferred projects are listed below.

Unfunded Capital Projects:

- ➔ Design and construction of additional section of parallel taxiway (airfield safety)
- ➔ Rehabilitation of existing aircraft parking aprons (airfield maintenance and FAA sponsor assurance)
- ➔ Design and construction of an additional aircraft parking apron (airfield safety)
- ➔ Fuel Farm maintenance and accessory upgrades (safety and maintenance)
- ➔ Aircraft Hangar Roof Repairs – repair leaks on existing hangar roofs (facility maintenance)
- ➔ Aircraft Hangar Door Repairs – repair/replace aging door motors and cables (safety and facility maintenance)
- ➔ Planning, design, and construction of additional hangars to meet market demand

¹ As of November 6, 2024, the US Discount Rate is at 5.00%. This is higher than the long-term average of 2.20%. For the purposes of this analysis, we have applied a U.S 30-year treasury yield for the discount rate given the life of the assets involved and the low risk associated with the project. The 30-year period is based on the estimated life of the hangars.

Option 2 – This option includes a loan from the Beaufort County General Fund Balance for \$2.15 million. The remaining \$2.15 million would come from the General Fund to complete all sitework and building construction.

Option 2 allows the airport to own the hangars and realize the revenues, minus the associated debt service. A loan offer from Beaufort County could provide an extremely competitive interest rate, can be paid in full early and would contain favorable terms. The following table shows the revenue associated with the new hangars, annual debt service and the resulting annual ROI before associated maintenance expenses.

Predicted Return on Investment for Option 2

NAME	TYPE	Nightly	Monthly	Annual	
Hangar 500A	50' x 50' Sm Box	\$ -	\$ 2,200.00	\$ 26,400.00	*\$2200 per month
Hangar 400	T-Hangar (12)	\$ -	\$ 7,200.00	\$ 86,400.00	*\$600 per month
Hangar 300	T-Hangar (8)	\$ -	\$ 4,800.00	\$ 57,600.00	*\$600 per month
Hangar 200	120' x 60' Lg box	\$ 3,000.00	\$ 1,000.00	\$ 48,000.00	*15 nightly rentals/ \$200 per night/2 A/C \$ 500 per month
Annual Revenue				\$ 218,400.00	
Annual Debt Service				\$ 77,191.00	
Annual ROI				<u>\$ 141,209.00</u>	

The annual debt service is based on financing \$2.15 million at a 0.5 percent interest rate for a 30-year term (See Appendix 2 for the associated debt service schedule). The net present value (NPV) of the project to ARW utilizing a 4.25% discount rate over a 30-year period is estimated at \$3.63 million (See Appendix 3)¹. For comparison purposes, the table below shows the annual debt service and associated ROI based on the given interest rate that would be applied.

Annual Debt Service Levels and ROI for Financing \$2.15 million		
Interest Rate	Annual Debt Service	ARW Annual ROI
0.50%	\$ 77,191	\$ 141,209
1.00%	82,983	\$ 135,417
1.50%	89,041	\$ 129,359
2.00%	95,362	\$ 123,038
2.50%	101,941	\$ 116,459
3.00%	108,774	\$ 109,626
3.50%	115,854	\$ 102,546
4.00%	123,173	\$ 95,227
4.25%	126,920	\$ 91,480

Option 3– Structured loan from General Fund balance to ARW for \$4.3 million dollars

This option consists of a loan from the Beaufort County General Fund Balance. The loan would cover the full remaining cost (\$4.3 million) to complete all sitework and building construction.

Predicted Return on Investment for Option 3

As with Option 2, Option 3 allows the airport to own the hangars and receive revenues minus the associated debt service but to a lesser degree. The following table shows the revenue associated with the new hangars less the associated debt service. The annual debt service is based on financing \$4.3 million at a 0.5 percent interest rate for a 30-year term (See Appendix 4 for the associated debt service schedule).

NAME	TYPE	Nightly	Monthly	Annual	
Hangar 500A	50' x 50' Sm Box	\$ -	\$ 2,200.00	\$ 26,400.00	*\$2200 per month
Hangar 400	T-Hangar (12)	\$ -	\$ 7,200.00	\$ 86,400.00	*\$600 per month
Hangar 300	T-Hangar (8)	\$ -	\$ 4,800.00	\$ 57,600.00	*\$600 per month
Hangar 200	120' x 60' Lg box	\$ 3,000.00	\$ 1,000.00	\$ 48,000.00	*15 nightly rentals/ \$200 per night/2 A/C \$ 500 per month
Annual Revenue				\$ 218,400.00	
Annual Debt Service				\$ 154,489.00	
Annual ROI				<u>\$ 63,911.00</u>	

As shown in the previous table, the associated annual hangar revenue is \$218,400 while the estimated annual debt service is \$154,489 resulting in annual revenue of \$63,911 before associated maintenance expenses. The net present value (NPV) of the project to ARW utilizing a 4.25% discount rate over a 30-year period is estimated at \$2.3 million (See Appendix 5).

Annual Debt Service Levels and ROI for Financing \$4.30 million		
Interest Rate	Annual Debt Service	ARW Annual ROI
0.5%	\$ 154,489	\$ 63,911
1.0%	168,082	50,318
1.5%	178,206	40,194
2.0%	190,857	27,543
2.5%	204,025	14,375
3.00%	217,699	701
3.50%	231,869	(13,469)
4.00%	246,518	(28,118)
4.25%	254,018	(35,618)

Again, for comparison purposes, the table above shows the annual debt service and associated ROI based on the given interest rate that would be applied.

Items for consideration when determining the appropriate funding option

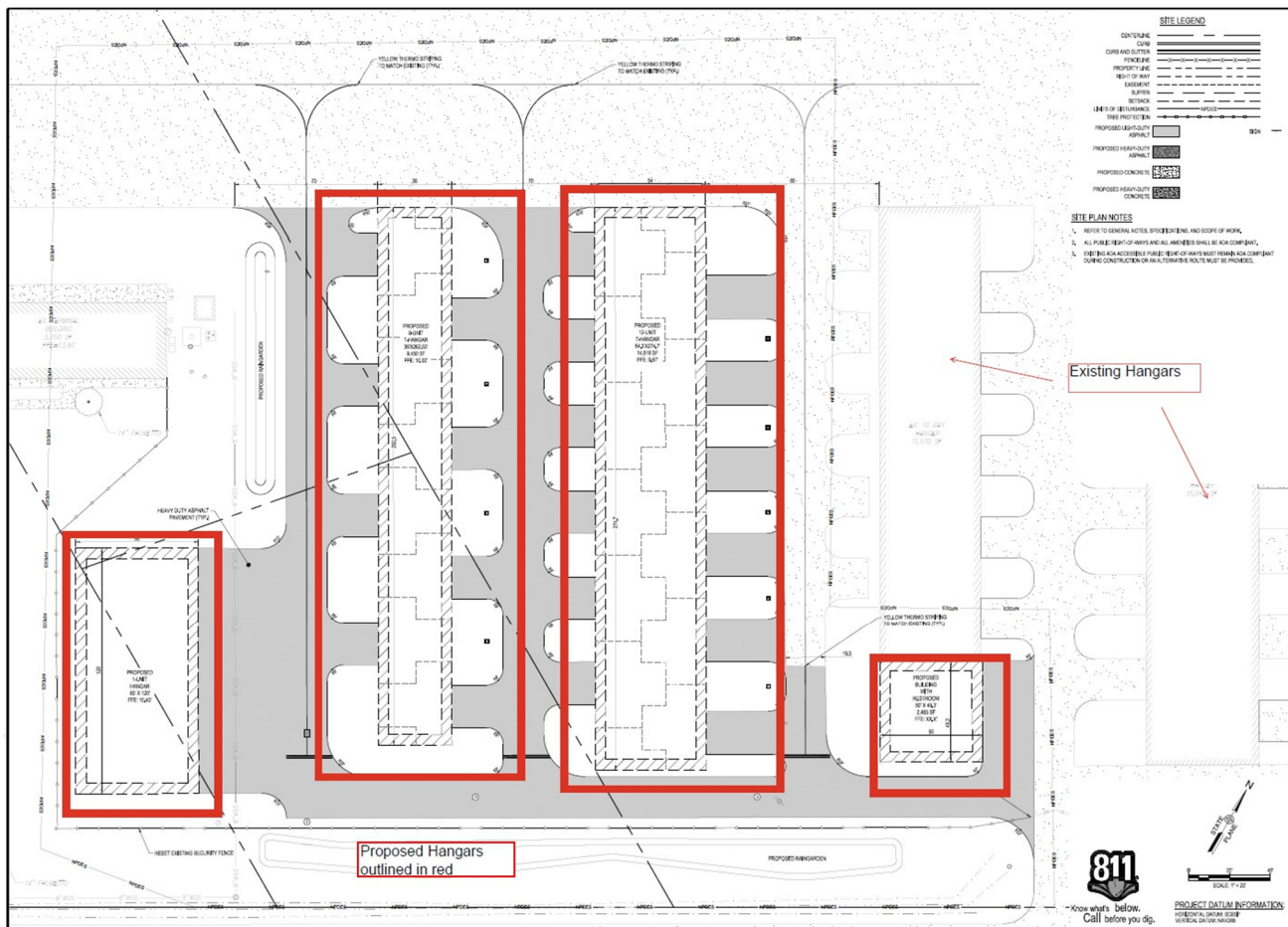
Each tax year aircraft owners who have their aircraft located at ARW for 6 months or more are required to pay personal property taxes to Beaufort County. The following table is a summary of the aircraft personal property taxes that have been paid to the County over the past 10 years.

Beaufort County Aircraft Personal Property Tax Summary

Tax Year	County Aircraft Taxes Collected*	ARW Portion
2015	\$ 138,408.19	55,363.28
2016	265,191.99	106,076.80
2017	344,106.32	137,642.53
2018	284,720.98	113,888.39
2019	546,382.67	218,553.07
2020	625,442.78	250,177.11
2021	738,985.48	295,594.19
2022	802,009.74	320,803.90
2023	1,133,567.86	453,427.14
2024	1,147,610.37	459,044.15
	\$ 6,026,426.38	2,410,570.55
* The total aircraft personal property taxes collected for both the Hilton Head Island and ARW airports.		

For the tax years 2015 through 2024 the total County aircraft tax collected has been \$6.03 million for both Hilton Head Island and ARW airport. The ARW portion collected is estimated at 40% of the total or \$2.4 million. With the projected increase in aircraft from this potential hangar project the increased home-based aircraft tax revenue for ARW is estimated to increase by \$94,975 or 20% in addition to tax rate related increases. Please note that no portion of the above aircraft personal property taxes collected have been reinvested in the airports.

The following is the site plan showing the proposed hangars located immediately adjacent to the existing hangars.



APPENDIX 1 – Option 1 – PREFERRED OPTION County Development Grant

	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ -	\$ -	\$ 218,400	\$ 213,902
2	218,400	-	-	218,400	205,182
3	229,320	-	-	229,320	206,658
4	229,320	-	-	229,320	198,233
5	240,786	-	-	240,786	199,659
6	240,786	-	2,500	238,286	189,531
7	252,825	-	2,538	250,288	190,961
8	252,825	-	2,576	250,250	183,148
9	265,467	-	2,614	262,852	184,529
10	265,467	-	2,653	262,813	176,980
11	278,740	-	2,693	276,047	178,313
12	278,740	-	2,734	276,006	171,019
13	292,677	-	2,775	289,902	172,306
14	292,677	-	2,816	289,861	165,258
15	307,311	-	2,858	304,452	166,501
16	307,311	-	2,901	304,409	159,690
17	322,676	-	2,945	319,731	160,890
18	322,676	-	2,989	319,687	154,310
19	338,810	-	3,034	335,776	155,469
20	338,810	-	3,079	335,731	149,110
21	355,751	-	3,126	352,625	150,229
22	355,751	-	3,172	352,578	144,085
23	373,538	-	3,220	370,318	145,166
24	373,538	-	3,268	370,270	139,229
25	392,215	-	3,317	388,898	140,272
26	392,215	-	3,367	388,848	134,536
27	411,826	-	3,418	408,408	135,543
28	411,826	-	3,469	408,357	130,001
29	432,417	-	3,521	428,896	130,974
30	432,417	-	3,574	428,843	125,619
Total Net Present Value of the Hangar Project = Option 1					\$ 4,957,306

* Net Present Value (NPV) is the value of all future cash flows (positive and negative) over the entire life of an investment discounted to the present. NPV analysis is a form of intrinsic valuation and is used extensively across finance and accounting for determining the value of a business, investment security, capital project, new venture, cost reduction program, and anything that involves cash flow. To calculate NPV, the timing and amount of future cash flows is estimated, and a discount rate is chosen that is equivalent to the minimum acceptable rate of return.

APPENDIX 2

Option 2 - \$2.15 million dollars from the General Fund balance to ARW and a County loan for the remaining \$2.15 million dollars

Annual Amortization Table

Years	OpeningBalance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	ClosingBalance	% Capital Outstanding
1	2,150,000.00	77,190.89	6,432.57	10,597.53	66,593.36	2,083,406.64	96.9%
2	2,083,406.64	77,190.89	6,432.57	10,263.80	66,927.10	2,016,479.54	93.8%
3	2,016,479.54	77,190.89	6,432.57	9,928.39	67,262.50	1,949,217.04	90.7%
4	1,949,217.04	77,190.89	6,432.57	9,591.31	67,599.58	1,881,617.46	87.5%
5	1,881,617.46	77,190.89	6,432.57	9,252.54	67,938.36	1,813,679.10	84.4%
6	1,813,679.10	77,190.89	6,432.57	8,912.06	68,278.83	1,745,400.27	81.2%
7	1,745,400.27	77,190.89	6,432.57	8,569.89	68,621.01	1,676,779.26	78.0%
8	1,676,779.26	77,190.89	6,432.57	8,225.99	68,964.90	1,607,814.37	74.8%
9	1,607,814.37	77,190.89	6,432.57	7,880.38	69,310.51	1,538,503.85	71.6%
10	1,538,503.85	77,190.89	6,432.57	7,533.03	69,657.86	1,468,845.99	68.3%
11	1,468,845.99	77,190.89	6,432.57	7,183.94	70,006.95	1,398,839.04	65.1%
12	1,398,839.04	77,190.89	6,432.57	6,833.10	70,357.79	1,328,481.25	61.8%
13	1,328,481.25	77,190.89	6,432.57	6,480.51	70,710.38	1,257,770.87	58.5%
14	1,257,770.87	77,190.89	6,432.57	6,126.14	71,064.75	1,186,706.12	55.2%
15	1,186,706.12	77,190.89	6,432.57	5,770.01	71,420.89	1,115,285.23	51.9%
16	1,115,285.23	77,190.89	6,432.57	5,412.08	71,778.81	1,043,506.42	48.5%
17	1,043,506.42	77,190.89	6,432.57	5,052.36	72,138.53	971,367.89	45.2%
18	971,367.89	77,190.89	6,432.57	4,690.84	72,500.05	898,867.84	41.8%
19	898,867.84	77,190.89	6,432.57	4,327.51	72,863.38	826,004.46	38.4%
20	826,004.46	77,190.89	6,432.57	3,962.36	73,228.53	752,775.92	35.0%
21	752,775.92	77,190.89	6,432.57	3,595.38	73,595.52	679,180.41	31.6%
22	679,180.41	77,190.89	6,432.57	3,226.55	73,964.34	605,216.07	28.1%
23	605,216.07	77,190.89	6,432.57	2,855.88	74,335.01	530,881.06	24.7%
24	530,881.06	77,190.89	6,432.57	2,483.36	74,707.54	456,173.52	21.2%
25	456,173.52	77,190.89	6,432.57	2,108.96	75,081.93	381,091.59	17.7%
26	381,091.59	77,190.89	6,432.57	1,732.69	75,458.20	305,633.38	14.2%
27	305,633.38	77,190.89	6,432.57	1,354.53	75,836.36	229,797.02	10.7%
28	229,797.02	77,190.89	6,432.57	974.48	76,216.41	153,580.61	7.1%
29	153,580.61	77,190.89	6,432.57	592.52	76,598.37	76,982.24	3.6%
30	76,982.24	77,190.89	6,432.57	208.65	76,982.24	-	0.0%

**APPENDIX 3 – Option 2 - \$2.15 million dollars from the General Fund balance to ARW and a County loan
for the remaining \$2.15 million dollars**

Year	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ 77,191	\$ -	\$ 141,209	\$ 138,301
2	218,400	77,191	-	141,209	132,663
3	229,320	77,191	-	152,129	137,095
4	229,320	77,191	-	152,129	131,506
5	240,786	77,191	-	163,595	135,653
6	240,786	77,191	2,500	161,095	128,134
7	252,825	77,191	2,538	173,097	132,067
8	252,825	77,191	2,576	173,059	126,655
9	265,467	77,191	2,614	185,661	130,339
10	265,467	77,191	2,653	185,622	124,999
11	278,740	77,191	2,693	198,856	128,452
12	278,740	77,191	2,734	198,815	123,190
13	292,677	77,191	2,775	212,711	126,427
14	292,677	77,191	2,816	212,670	121,249
15	307,311	77,191	2,858	227,261	124,286
16	307,311	77,191	2,901	227,218	119,197
17	322,676	77,191	2,945	242,541	122,048
18	322,676	77,191	2,989	242,496	117,051
19	338,810	77,191	3,034	258,585	119,728
20	338,810	77,191	3,079	258,540	114,827
21	355,751	77,191	3,126	275,434	117,343
22	355,751	77,191	3,172	275,387	112,540
23	373,538	77,191	3,220	293,127	114,907
24	373,538	77,191	3,268	293,079	110,204
25	392,215	77,191	3,317	311,707	112,430
26	392,215	77,191	3,367	311,657	107,829
27	411,826	77,191	3,418	331,217	109,925
28	411,826	77,191	3,469	331,166	105,428
29	432,417	77,191	3,521	351,705	107,402
30	432,417	77,191	3,574	351,652	103,008
Total Net Present Value of the Hangar Project = Option 2					\$ 3,634,882

APPENDIX 4
Option 3 - County loan for the remaining \$4.30 million dollars

Annual Amortization Table

Year	Opening Balance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	Closing Balance	% Capital Outstanding
1	4,303,000.00	154,489.49	12,874.12	21,209.84	133,279.65	4,169,720.35	96.9%
2	4,169,720.35	154,489.49	12,874.12	20,541.92	133,947.58	4,035,772.77	93.8%
3	4,035,772.77	154,489.49	12,874.12	19,870.64	134,618.85	3,901,153.92	90.7%
4	3,901,153.92	154,489.49	12,874.12	19,196.00	135,293.49	3,765,860.43	87.5%
5	3,765,860.43	154,489.49	12,874.12	18,517.98	135,971.51	3,629,888.91	84.4%
6	3,629,888.91	154,489.49	12,874.12	17,836.56	136,652.93	3,493,235.98	81.2%
7	3,493,235.98	154,489.49	12,874.12	17,151.73	137,337.76	3,355,898.22	78.0%
8	3,355,898.22	154,489.49	12,874.12	16,463.47	138,026.03	3,217,872.19	74.8%
9	3,217,872.19	154,489.49	12,874.12	15,771.75	138,717.74	3,079,154.45	71.6%
10	3,079,154.45	154,489.49	12,874.12	15,076.57	139,412.92	2,939,741.53	68.3%
11	2,939,741.53	154,489.49	12,874.12	14,377.91	140,111.59	2,799,629.95	65.1%
12	2,799,629.95	154,489.49	12,874.12	13,675.74	140,813.75	2,658,816.20	61.8%
13	2,658,816.20	154,489.49	12,874.12	12,970.06	141,519.44	2,517,296.76	58.5%
14	2,517,296.76	154,489.49	12,874.12	12,260.84	142,228.66	2,375,068.10	55.2%
15	2,375,068.10	154,489.49	12,874.12	11,548.06	142,941.43	2,232,126.67	51.9%
16	2,232,126.67	154,489.49	12,874.12	10,831.71	143,657.78	2,088,468.89	48.5%
17	2,088,468.89	154,489.49	12,874.12	10,111.78	144,377.72	1,944,091.18	45.2%
18	1,944,091.18	154,489.49	12,874.12	9,388.23	145,101.26	1,798,989.91	41.8%
19	1,798,989.91	154,489.49	12,874.12	8,661.06	145,828.43	1,653,161.48	38.4%
20	1,653,161.48	154,489.49	12,874.12	7,930.25	146,559.25	1,506,602.23	35.0%
21	1,506,602.23	154,489.49	12,874.12	7,195.77	147,293.73	1,359,308.51	31.6%
22	1,359,308.51	154,489.49	12,874.12	6,457.61	148,031.88	1,211,276.62	28.1%
23	1,211,276.62	154,489.49	12,874.12	5,715.75	148,773.74	1,062,502.88	24.7%
24	1,062,502.88	154,489.49	12,874.12	4,970.18	149,519.32	912,983.56	21.2%
25	912,983.56	154,489.49	12,874.12	4,220.86	150,268.63	762,714.93	17.7%
26	762,714.93	154,489.49	12,874.12	3,467.80	151,021.70	611,693.23	14.2%
27	611,693.23	154,489.49	12,874.12	2,710.95	151,778.54	459,914.69	10.7%
28	459,914.69	154,489.49	12,874.12	1,950.32	152,539.17	307,375.52	7.1%
29	307,375.52	154,489.49	12,874.12	1,185.87	153,303.62	154,071.90	3.6%
30	154,071.90	154,489.49	12,874.12	417.60	154,071.90	-	0.0%

APPENDIX 5 - Option 3 - Structured loan from General Fund balance to ARW for \$4.3 million dollars

Year	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ 154,489	\$ -	\$ 63,911	\$ 62,594
2	218,400	154,489	-	63,911	60,042
3	229,320	154,489	-	74,831	67,435
4	229,320	154,489	-	74,831	64,686
5	240,786	154,489	-	86,297	71,557
6	240,786	154,489	2,500	83,797	66,651
7	252,825	154,489	2,538	95,798	73,091
8	252,825	154,489	2,576	95,760	70,083
9	265,467	154,489	2,614	108,363	76,074
10	265,467	154,489	2,653	108,324	72,946
11	278,740	154,489	2,693	121,557	78,520
12	278,740	154,489	2,734	121,517	75,294
13	292,677	154,489	2,775	135,413	80,484
14	292,677	154,489	2,816	135,371	77,179
15	307,311	154,489	2,858	149,963	82,013
16	307,311	154,489	2,901	149,920	78,647
17	322,676	154,489	2,945	165,242	83,151
18	322,676	154,489	2,989	165,198	79,739
19	338,810	154,489	3,034	181,287	83,938
20	338,810	154,489	3,079	181,241	80,496
21	355,751	154,489	3,126	198,136	84,412
22	355,751	154,489	3,172	198,089	80,951
23	373,538	154,489	3,220	215,829	84,605
24	373,538	154,489	3,268	215,780	81,138
25	392,215	154,489	3,317	234,408	84,549
26	392,215	154,489	3,367	234,358	81,085
27	411,826	154,489	3,418	253,919	84,271
28	411,826	154,489	3,469	253,867	80,819
29	432,417	154,489	3,521	274,407	83,797
30	432,417	154,489	3,574	274,354	80,365
Total Net Present Value of the Hangar Project = Option 3					\$ 2,310,613

ORDINANCE 2024/_____**AN ORDINANCE TO INVEST \$4,300,000 IN AN INFRASTRUCTURE DEVELOPMENT PROJECT AT BEAUFORT EXECUTIVE AIRPORT TO FUND CONSTRUCTION OF AIRCRAFT HANGARS IN THE FORM OF A GRANT OF \$2,150,000 AND A LOAN OF \$2,150,000 FROM THE GENERAL FUND**

WHEREAS, the Beaufort Executive Airport has an extensive waiting list for aircraft hangar space; and

WHEREAS, a shortfall of development funds has prevented construction of new hangars for nearly twenty years; and

WHEREAS, the project will provide much-needed relief to Beaufort County residents desiring to base their aircraft at Beaufort Executive Airport; and

WHEREAS, the project is projected to generate revenue immediately upon completion; and

WHEREAS, investing in this project allows the Airport to use resulting revenues for critical airfield safety and facility maintenance projects that have been deferred due to lack of funds; and

WHEREAS, County Council desires to fund the construction of the new hangars at the Beaufort Executive Airport by providing Four Million Three Hundred Thousand (\$4,300,000.00) dollars to the Beaufort Executive Airport in the form of a grant of Two Million One Hundred Fifty Thousand (\$2,150,000.00) and Two Million One Hundred Fifty Thousand (\$2,150,000.00) as a loan from the General Fund; and

WHEREAS, County Council desires to require the Beaufort Executive Airport to repay the Two Million One Hundred Fifty Thousand (\$2,150,000.00) loan at an interest rate of .5 % interest rate and repayable over 30 years to the Beaufort County General Fund.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to invest Four Million Three Hundred Thousand (\$4,300,000.00) dollars to the Beaufort Executive Airport in the form of a grant of Two Million One Hundred Fifty Thousand (\$2,150,000.00) dollars and Two Million One Hundred Fifty Thousand (\$2,150,000.00) dollars as a loan at a .5 percent interest rate repayable over 30 years from the General Fund to construct aircraft hangars at Beaufort Executive Airport (ARW).

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 17.

ITEM TITLE:
RECOMMEND APPROVAL OF AN ARPA PROJECT FOR PUBLIC SAFETY SUPPORT, THE PURCHASE OF LICENSE PLATE READING CAMERAS FOR THE BEAUFORT COUNTY SHERIFF'S OFFICE.
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee November 25, 2024
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator <i>5 Minutes</i>
ITEM BACKGROUND:
Due to the cancellation of the RECONSTRUCTION ERA NATIONAL PARKS Sign program, funds were available to support this initiative for the Sheriff. It is supported by Administration and mirrors efforts in municipalities.
PROJECT / ITEM NARRATIVE:
<p>Due to the increase in gun violence within Beaufort County, Sheriff P. J. Tanner directed a review of available systems to help decrease gun violence through ways of identifying the perpetrators and building cases leading to their arrest. While reviewing the issue with law enforcement agencies in the county and the town of Hilton Head Island, it was discovered that Beaufort City, Bluffton Township, and the town of Hilton Head Island were all moving forward with plans to purchase and install Automated License Plate Readers (ALPRs). This clearly showed the need for Beaufort County Sheriff's Office (BCSO), to implement a plan so that the unincorporated areas of Beaufort County would be covered to the level of the incorporated locations.</p> <p>Justification for the program is in the attached proposal from the Sheriff's Office.</p> <p>The procurement process for the CAMERAS was undertaken by the Sheriff's Office. Support documentation is attached.</p> <p>\$262,291.34 purchase and licensing to be funded by ARPA FUNDS</p>
FISCAL IMPACT:
\$262,291.34 ARPA ACCOUNT # 2330-10-0000-54200
STAFF RECOMMENDATIONS TO COUNCIL:
Staff requests approval of this procurement and resulting purchase for the Sheriff's Department to increase service throughout the County.
OPTIONS FOR COUNCIL MOTION:
Motion to approve and move to County Council for final approval.

From: Brian M. Baird, BCSO

To: Hank Amundson, Beaufort County

Subj: Automated License Plate Reader/Camera Project

1. Due to the increase in gun violence within Beaufort County, Sheriff P. J. Tanner directed a review of available systems to help decrease gun violence through ways of identifying the perpetrators and building cases leading to their arrest. While reviewing the issue with law enforcement agencies in the county and the town of Hilton Head Island, it was discovered that Beaufort City, Bluffton Township, and the town of Hilton Head Island were all moving forward with plans to purchase and install Automated License Plate Readers (ALPRs). This clearly showed the need for Beaufort County Sheriff's Office (BCSO), to implement a plan so that the unincorporated areas of Beaufort County would be covered to the level of the incorporated locations.
2. During early 2024, BCSO Intel reviewed numerous companies that sell products that would allow BCSO to capture license plates on vehicles as well as capture images of vehicles that could be searched in a database at a later time. BCSO was able to identify two companies that offered Automated License Plate Readers (ALPRs) and one company that offered recordable cameras with AI search capabilities that met all the needs. BCSO Hosted Flock ALPR Camera Systems and Rekor ALPR Camera Systems at our Headquarters. The Flock and Rekor Systems both offered similar products, however, Rekor utilizes Artificial Intelligence capabilities while Flock only offered Reflective technology, so paper license plates and plates covered by reflective plastic would not be read by their cameras. Rekor also captures a 10 second video of the plate passing and therefore it's possible to see the vehicle in front and the one behind the captured license plate vehicle. Many of the "drive by" shooting happen with more than one vehicle, so these 10 second videos may provide the identity of both vehicles. The price of Flock and Rekor were almost identical for the first year. The following years pricing was vastly different with the Flock systems costing nearly 5 times the price of Rekor. Due to these factors, Rekor was selected as the best option for ALPRs. During this time BCSO reviewed cameras systems in use by other agencies in the area and selected Verkada Cameras due to their AI technology that allows the camera feeds to be searched for types, colors, models and other features of vehicles as well as the price for the system cameras.
3. BCSO applied for a State Grant from the South Carolina Department of Public Safety to cover the cost of installing a combination of 65 ALPRs and Cameras. In October 2024, BCSO was notified we were not selected to receive the grant. Due to not receiving the grant BCSO was forced to review other options and funding sources.
4. During November 2024, Verkada Cameras introduced a new product named Command Connector. This product allows existing non-recorded camera feeds to process through their storage and recording platform, thus making their recording searchable for desired time frames. BCSO requested a demo of this product. On November 12th it was installed and is allowing 50 of the non-recorded Beaufort County Traffic cameras to be searchable for up to 30 days. Although not what was originally planned, the purchase of two of these would allow all Beaufort County traffic camera feeds to load into the Verkada recorded video platform and then all would be searchable through the Verkada Command Connector System at a fraction of the cost of purchasing new cameras.

5. Due to the loss of the grant, Sheriff P. J. Tanner spoke with Mr. Michael Moore, County Administrator, regarding funding options for this program. Mr. Moore offered the option of utilizing ARPA Funds.
6. Proposal
 - a. BCSO/Beaufort County would immediately purchase 23 Rekor Edge Max ALPR cameras for \$154,119.00, 23 Rekor Scout Licenses for these ALPRs \$12,871.95.00, including \$26,400.00 Installation and set up fees and \$550.00 shipping fees from Rekor. Total 199,752.70
 - b. The estimated cost for the following year to renew our Rekor ALPR Licenses is \$17,940.00.
 - c. Rekor 6721 Columbia Gateway Drive, Suite 400, Columbia, Maryland, 21046
Rep: Tess Kircher
 - d. BCSO/Beaufort County would purchase 23 Verizon Sim Cards to be installed in the Rekor Cameras for the optimal connectivity within Beaufort County at an estimated cost of \$920.00.
 - e. BCSO/Beaufort County would enter a contract with Dominion Energy and/or Palmetto Electric to place some of the Rekor ALPR cameras on wooden Dominion Energy/Palmetto Electric poles and connect them to a power source. The cost is \$100.00 per pole and whatever the cost of the electricity is. Some of the cameras will mount to existing BCSO Camera poles. Estimated total cost \$2,000.00, initially and nominal monthly electricity bill.
 - f. BCSO/Beaufort County would purchase two Verkada Command Connectors and licenses for the Beaufort County Traffic cameras to feed into these devices at a total cost of \$27,784.96. The purchase would be through the South Carolina provider for Verkada, GenX Security Solutions, 1326 Piedmont Hwy, Piedmont, SC, 29673. Rep is Drew Kirkland 866-598-4369.
 - g. The estimated cost for the following year to renew our Verkada Command Connector License is estimated at \$13,893.68.
 - h. Total Estimated Cost to be paid with Beaufort County ARPA Funds to date is \$ 262,291.34, for both years. 2024 Purchases \$230,457.66. 2025 Purchases \$31,833.68.
7. Both Rekor and Verkada utilize proprietary software and systems that make them Sole-Source purchases. No other company has been located that has the ability to do what these products do. Both companies are aware of the need to complete the purchasing before the end of December 2024 and both have indicated they can comply with the timing requirement.

County Council of Beaufort County

2025 Meeting Schedule

January 2025

Su	M	Tu	W	Th	F	Sa
			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

01/01/25 (Wed)		New Year's Day - County Offices Closed	HOLIDAY
01/02/25 (Thu)	10:00AM	OATH OF OFFICE & SWEARING IN CEREMONY	COUNCIL
01/08/25 (Wed)	9:00AM	BUDGET WORKSHOP WITH COUNCIL	COUNCIL
01/13/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
01/13/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
01/20/25 (Mon)		Martin Luther King, Jr. Day - County Offices Closed	HOLIDAY
01/21/25 (Tue)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
01/23/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Bluffton Library</i>)	
		FINANCE, ADMINISTRATION, ECONOMIC	
01/27/25 (Mon)	4:00PM	DEVELOPMENT (<i>Hilton Head Island Library</i>)	F,A & ED
01/27/25 (Mon)	6:00PM	COUNTY COUNCIL - (<i>Hilton Head Island Library</i>)	COUNCIL

February 2025

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
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23	24	25	26	27	28	

February

02/04/25 (Tue)	9:00AM	COUNTY COUNCIL RETREAT	COUNCIL
02/10/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
02/10/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
02/17/25 (Mon)		President's Day - County Offices Closed	HOLIDAY
02/18/25 (Tue)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
02/20/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Burton Wells Recreation Center</i>)	
02/24/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
02/24/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

March 2025

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
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March

		COMMUNITY SERVICES AND LAND USE (<i>Buckwalter Recreation Center</i>)	
03/10/25 (Mon)	4:00PM	<i>Center</i>	CS & LU
03/10/25 (Mon)	6:00PM	COUNTY COUNCIL (<i>Buckwalter Recreation Center</i>)	COUNCIL
03/17/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S

County Council of Beaufort County

2025 Meeting Schedule

23	24	25	26	27	28	29
30	31					

April 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
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May 2025

Su	M	Tu	W	Th	F	Sa
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June 2025

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29	30					

03/20/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Hilton Head Library</i>)	
03/24/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
03/24/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

April

04/18/25 (Fri)		Good Friday - County Offices Closed	HOLIDAY
04/14/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
04/14/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
04/21/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
04/24/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Council Chambers</i>)	
		FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT (<i>St.</i>	
04/28/25 (Mon)	4:00PM	<i>Helena Island Library</i>)	F,A & ED
04/28/25 (Mon)	6:00PM	COUNTY COUNCIL (<i>St. Helena Island Library</i>)	COUNCIL

May

05/05/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
05/05/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
05/12/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
05/22/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Bluffton Library</i>)	
05/19/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
05/19/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
05/26/25 (Mon)		Memorial Day - County Offices Closed	HOLIDAY

June

		COMMUNITY SERVICES AND LAND USE (<i>Hilton Head Island</i>	
06/09/25 (Mon)	4:00PM	<i>Library</i>)	CS & LU
06/09/25 (Mon)	6:00PM	COUNTY COUNCIL (<i>Hilton Head Island Library</i>)	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

August 2025						
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24	25	26	27	28	29	30
31						

September 2025						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

06/16/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
06/19/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>St. Helena Library</i>)	
06/23/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
06/23/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

July	*ONLY ONE COUNCIL MEETING THIS MONTH - NO COMMITTEE MEETINGS*	
07/04/25 (Fri)	Independence Day - County Offices Closed	HOLIDAY
07/14/25 (Mon)	6:00PM COUNTY COUNCIL (<i>Buckwalter Recreation Center</i>)	COUNCIL

August	*ONLY ONE COUNCIL MEETING THIS MONTH*	
08/11/25 (Mon)	4:00PM COMMUNITY SERVICES AND LAND USE	CS & LU
08/11/25 (Mon)	6:00PM COUNTY COUNCIL	COUNCIL
08/18/25 (Mon)	4:00PM PUBLIC FACILITIES AND SAFETY	PF & S
08/25/25 (Mon)	4:00PM FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED

September		
09/01/25 (Mon)	Labor Day - County Offices Closed	HOLIDAY
09/08/25 (Mon)	4:00PM COMMUNITY SERVICES AND LAND USE	CS & LU
09/08/25 (Mon)	6:00PM COUNTY COUNCIL	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

Su	M	Tu	W	Th	F	Sa
			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	

November 2025

Su	M	Tu	W	Th	F	Sa
						1

09/15/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
09/18/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Hilton Head Island Library</i>)	
		FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT (<i>St.</i>	
09/22/25 (Mon)	4:00PM	<i>Helena Island Library</i>)	F,A & ED
09/22/25 (Mon)	6:00PM	COUNTY COUNCIL (<i>St. Helena Island Library</i>)	COUNCIL

October

10/13/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
10/13/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
10/20/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
10/23/25 (Thu)	6:00PM	CHAT WITH COUNCIL (<i>Council Chambers</i>)	

County Council of Beaufort County

2025 Meeting Schedule

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						

10/27/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	PF & S
10/27/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

December 2025						
Su	M	Tu	W	Th	F	Sa
	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			

November		*ONLY ONE COUNCIL MEETING THIS MONTH*	
		COMMUNITY SERVICES AND LAND USE <i>(Hilton Head Island Library)</i>	CS & LU
11/10/25 (Mon)	4:00PM		
11/10/25 (Mon)	6:00PM	COUNTY COUNCIL <i>(Hilton Head Island Library)</i>	COUNCIL
11/11/25 (Tue)		Veteran's Day	HOLIDAY
11/17/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
11/20/25 (Thu)	6:00PM	CHAT WITH COUNCIL <i>(Bluffton Library)</i>	
11/24/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
11/27/25 (Thu)		Thanksgiving Day - County Offices Closed	HOLIDAY
11/28/25 (Fri)		Heritage Day - County Offices Closed	HOLIDAY

December		*ONLY ONE COUNCIL MEETING THIS MONTH*	
12/08/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
12/24/25 (Wed)		Christmas Eve - County Offices Closed	HOLIDAY
12/25/25 (Thu)		Christmas Day - County Offices Closed	HOLIDAY

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Enter the year in the header

Choose a start day (1 = Sunday, 2 = Monday) in the header

Edit the Title and Sub-Title at the top of the Calendar

Add events for each month. Enter dates in a standard date format in column J.

For each event, choose an event type from the drop-down box if you want the event to be highlighted, or leave column L blank to avoid highlighting.

ating by Event Type

You can highlight dates by choosing an Event Type in column L. The colors are controlled using conditional formatting.

To change labels for the event types, edit the cells listed under "Event Type Labels." Do not leave any of these cells blank.

If you add or remove rows, or modify the column widths, you may need to adjust the print area and page breaks.

To change the page breaks, go to View > Page Break Preview.

To change the Print Area, select the cells you want to print and go to Page Layout > Print Area > Set Print Area.

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For convenience, some holidays have been included in the template. You do not need to use these, and if you want to add other holidays, you can enter the dates manually after looking them up on the internet.

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Yearly Schedule of Events



By Vertex42.com

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Stormwater Management Utility Board

RECOMMEND APPROVAL FOR APPOINTMENT/REAPPOINTMENT TO THE STORMWATER MANAGEMENT UTILITY BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF NOVEMBER 2028.

(only one seat is Vacant)

1. Patrick Mitchell – DISTRICT 2 **Reappointment**
(TERM TO BE SERVED: 4th - VOTE NEEDED: 10/11)
2. Mark Presnell – DISTRICT 2 **Appointment**
(TERM TO BE SERVED: 1st - VOTE NEEDED: 6/11)

Mark Presnell's resume attached.

Beaufort, SC 29907
mwpresnell@yahoo.com

Mark W. Presnell

Arcadium Lithium (Formerly Livent) Philadelphia, PA

Corporate Senior Electrical Engineer

2019-Present

Corporate Electrical Engineering Lead for global Lithium Mining and producer of Lithium chemicals.

Oversee all expansion projects worldwide and provide engineering support to Existing plants in Salar del Hombre Muerte, Argentina, Bromborough UK, Bessemer City, NC, Canada, Australia, India, Singapore and China

Hargrove Life Sciences Philadelphia, PA

Senior Level Electrical Engineer

2017-2019

Managed Electrical Engineering projects for a start up office catering to Pharmaceutical and Biotech clients.

Jacobs Engineering Conshohocken, PA

Senior Level Electrical Engineer

Experience 2005 – 2017

Senior Electrical Engineer

- ♣ Managed electrical up to 8 person electrical design teams for various domestic and international projects.
- ♣ Electrical Facility design, and construction supervision including power, control and lighting design for Pharmaceutical clients.
- ♣ Served as electrical lead for a API manufacturing facility in Singapore for Abbvie. Designed work based on Singapore codes and standards.
- ♣ Served as electrical lead for a sterile filling facility for Eli Lilly in Suzhou, China. Designed work based on Chinese codes and standards.
- ♣ GSK Conshohocken, PA Served as electrical Lead for 300 million dollar renovation of building 40 for a Glucagon-like peptide 1, type 2 diabetes treatment. Project included a new double ended substation and generator installation new power and lighting distribution throughout the facility, Also oversaw electrical installation throughout construction.
- ♣ Oversaw construction of an \$80 Million Sterile Fill Facility in Puerto Rico and a \$125 Million Sterile Fill Facility in Walpole MA.
- ♣ Electrical lead for a sterile filling facility for Eli Lilly in Sesto Italy. Designed work based on Italian codes and standards.
- ♣ Merck Elkton, VA designed and oversaw construction of multiple projects at their manufacturing site, ranging from 300 million dollar vaccination facility, down to installation of new chillers for an existing manufacturing

building.

- ♣ Responsibilities included managing and coordinating design team, estimating projects, writing Proposals and serving as Client contact. Clients include Merck, Johnson & Johnson, Glaxo Smith Klein, Wyeth Pharmaceuticals, Eli Lilly, Bayer Diagnostics, Cordis, and Bristol Meyers.

1998–March 05 Genesis/SEA Plymouth Meeting, PA

Senior Electrical Engineer

- ♣ Power, Control and Lighting design for Pharmaceutical Commercial and industrial clients.

- ♣ Sought out and re-hired by first post graduate employer (Schertzer Engineering Associates (SEA)) when company merged with Genesis Engineering.

- ♣ Served as design lead on all Pharmaceutical projects.

- ♣ Responsibilities included managing and coordinating design team, estimating projects, writing Proposals and serving as Client contact.

- ♣ Clients include Merck, McNeil Consumer Health Care, Glaxo Smith Klein, Wyeth Pharmaceuticals, Pfizer, Barr Laboratories, and Astra Zeneca.

1992–1998 Life Sciences International Philadelphia, PA

Dallas, TX

Electrical Engineer

- ♣ Power (including Cogeneration), Control and Lighting design for Pharmaceutical and Semiconductor Manufacturing clients.

- ♣ Responsibilities included coordinating design team, and serving as Client contact.

- ♣ Served as design lead on various projects including a \$750 million manufacturing facility for a joint venture between Texas Instruments and Hitachi in Plano, TX. Also on site provided construction administration and start up.

- ♣ Clients include Merck, Glaxo Welcome, TwinStar Semiconductors, BioPure, Organon Technica, and Bucknell University (cogen. project)

1990–1992 Makh Associates Berwyn, PA

Junior Electrical Engineer

- ♣ Power, Control and Lighting design for Pharmaceutical Commercial and industrial clients

- ♣ Served as design lead on various projects.

- ♣ Clients include Merck, McNeil Consumer Health Care, Wyeth Pharmaceuticals, Rohr Pharmaceuticals.

1986–1990 Shertzer Engineering Associates (SEA) Edgemont, PA

Junior Electrical Engineer

- ♣ Power, Control and Lighting design for Commercial and industrial clients

Education 1981–1986 West Virginia University Morgantown, WV

- ♣ B.S., Electrical Engineering.

1996 – 1998 Drexel University Philadelphia, PA

♣ Courses leading to MS in Engineering Management
Registration EIT Pennsylvania

COUNTY COUNCIL OF BEAUFORT COUNTY
Citizens Volunteer for Service
County Boards, Agencies, Commissions and Authorities

received
6/6/12

Item 19.

County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions and Authorities from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

DATE: 7/6/12 NAME: Patrick G Mitchell VOTER REGISTRATION NUMBER: 4700671962
OCCUPATION: General Contractor TELEPHONE: (Home) (843) 379-7101 (Office) (843) 521-7628
HOME STREET ADDRESS: 14 Francis Marion Circle Lady's Island, 29901 MAILING ADDRESS: same

Are you presently serving on a Board, Agency, Commission or Authority? NO If "yes," when does your term expire? _____
If recommended by a Council Member, indicate name: Paul Summerville ETHNICITY (Optional) Caucasian ☐ African American ☒ Other ☐

TOP THREE PRIORITIES: Please indicate by placing a "1", "2", or "3" alongside the Board, Agency, Commission or Authority which you choose.

BOARDS	AGENCIES	COMMISSIONS	AUTHORITIES
<input type="checkbox"/> Accommodations Tax <input type="checkbox"/> Airports <input type="checkbox"/> Alcohol and Drug Abuse <input type="checkbox"/> Construction Adjustments & Appeals <input type="checkbox"/> Disabilities and Special Needs <input type="checkbox"/> Historic Preservation Review <input type="checkbox"/> Library <input type="checkbox"/> Northern Corridor Review <input type="checkbox"/> Parks and Leisure Services <input type="checkbox"/> Planning * <input type="checkbox"/> Rural and Critical Lands Preservation <input type="checkbox"/> Solid Waste and Recycling <input checked="" type="checkbox"/> Southern Corridor Review <input type="checkbox"/> Stormwater Management Utility <input type="checkbox"/> Tax Equalization <input type="checkbox"/> Zoning Appeals	<input type="checkbox"/> Beaufort Memorial Hospital <input type="checkbox"/> Bluffton Township Fire <input type="checkbox"/> Daufuskie Island Fire <input type="checkbox"/> Sheldon Township Fire	<input type="checkbox"/> Burton Fire District <input type="checkbox"/> LI/St. Helena Island Fire District	<input type="checkbox"/> B/J Economic Opportunity Authority <input type="checkbox"/> B/J Water and Sewer Authority <input type="checkbox"/> Coastal Zone Management Appellate Panel <input type="checkbox"/> Forestry Commission <input type="checkbox"/> Foster Care Review Board <input type="checkbox"/> Lowcountry Council of Governments <input type="checkbox"/> Lowcountry Regional Transportation <input type="checkbox"/> Social Services

COUNTY COUNCIL DISTRICT:

Please encircle your County Council District No.

☐ [1]
 ☒ [2]
 ☐ [3]
 ☐ [4]
 ☐ [5]
 ☐ [6]
 ☐ [7]
 ☐ [8]
 ☐ [9]
 ☐ [10]
 ☐ [11]

CONFLICT OF INTEREST STATEMENT: I, Patrick Mitchell, as a voting member of the Stormwater Utility Board, Agency, Commission or Authority, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

Applicant's Signature: Patrick G Mitchell

Once completed, please return this form and a brief resume' to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardsandcommissions@bcgov.net, (must save and attach file) or fax it to 843-255-9401. Applications without a brief resume' cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

*Anyone submitting an application for the Planning Commission must fill out an additional questionnaire. An incomplete application will be returned.



PROJECT RESPONSIBILITY

Construction Manager

Years of Experience:

7 years

EDUCATION:

Presbyterian College

- BS Business Administration

LICENSURE:

SCLLR:

- Unlimited General Contractors License



Patrick G. Mitchell, Vice President

Patrick Gates Mitchell began working summers with Mitchell Brothers in 1998 and fulltime in 2005. Born and raised on Lady's Island, Patrick graduated from Beaufort Academy (2000) and Presbyterian College (2004) with a degree in Business Administration. Mr. Mitchell has served as Project Manager, Estimator, Superintendent, and now his current position as Vice-President and Construction Manager.

Patrick has proved himself a key member of the Mitchell Brothers project team on over 30 project in the last 7 years. Mr. Mitchell holds SCLLR Class 5(Unlimited) General Contractors License and has received his certificate in *Construction Quality Management for Contractors* from the U.S. Army Corps of Engineers. Patrick has also received his 30 hour OSHA certification, and is experienced in the areas of hazardous communication/safety compliance.

Mr. Mitchell's candid ability to build relationships with owners, architects, and sub-contractors have resulted in all his projects finishing with quality, ahead of schedule, and within budget. He is currently serving as Construction Manager on the new Ruth P. Field Medical Center and Bluffton Fire Station 33 Addition.

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

June 26, 2012

Mr. Patrick Mitchell
14 Francis Marion Circle
Lady's Island, SC 29907

Re: Stormwater Management Utility Board

Dear Mr. Mitchell:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Stormwater Management Utility Board.

This will be a four - year term appointment, which expires February 2016 and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Stormwater Management Utility Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Stormwater Management Utility Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



Wm. Weston J. Newton, Chairman

WWJN: plm

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Donald J. Smith, Jr., Chairman
Dan Ahern, Director

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

January 27, 2016

Mr. Patrick Mitchell
14 Francis Marion Circle
Lady's Island, SC 29907

Re: Reappointment to Stormwater Management Utility Board

Dear Mr. Mitchell:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Stormwater Management Utility Board.

This will be a four-year term reappointment, which expires February 2020, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Stormwater Management Utility Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Donald J. Smith, Board Chairman
Eric Larson, Division Director, Environmental Engineering



BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2805 Facsimile (843) 255-9436



Item 19.

September 18, 2015

Mr. D. Paul Summerville, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Summerville:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Stormwater Management Utility Board, Effective February 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Mitchell".

Patrick Mitchell
Stormwater District #7
Unincorporated Lady's Island



BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2805 Facsimile (843) 255-9436



October 22, 2019

Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Rodman:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Stormwater Management Utility Board, effective February 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Mitchell".

Patrick Mitchell
Stormwater District #
Unincorporated Lady's Island

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.beaufortcountysc.gov

STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

November 20, 2019

Mr. Patrick Mitchell
Stormwater Management Utility Board
14 Francis Marion Circle
Lady's Island, SC 29907

Re: Reappointment to Stormwater Management Utility Board

Dear Mr. Mitchell:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to continue to serve as a member of the Stormwater Management Utility Board.

This will be a four-year term reappointment, which expires February 2024.

Please accept our best wishes as you continue your service to Beaufort County and its citizens. Please call upon me if I can answer any questions concerning this reappointment.

Sincerely,



Stewart H. Rodman, Chairman

Attachment: Board Membership

cc: William H Bruggeman, Chairman of Stormwater Management Utility Board
Councilman Brian Flewelling, Chairman of Public Facilities Committee
Melissa Allen, Board Liason

STATE OF SOUTH CAROLINA)
) CONFLICT OF INTEREST STATEMENT
 COUNTY OF BEAUFORT)

The *South Carolina Code of Laws, 1976, as amended*, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his / her membership or position on such board, agency, commission or authority to obtain an economic interest for himself / herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

If during the course of discharging his/her responsibilities, a member finds himself / herself required to take an action or make a decision which affects the economic interest of himself / herself, a member of their immediate family or individuals with whom he/she is associated or business with whom he/she is associated, he / she shall prepare a written statement describing the potential conflict of interest and submit the same to the head of the board agency or commission or authority on which they sit.

Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

- (a) Your spouse.
- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Patrick G. Mitchell
(signed)

6/10/2020
(date)

Patrick G. Mitchell
(print name)

Stormwater Utility Board
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

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- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Patrick G. Mitchell
(signed)

6/12/2019
(date)

Patrick G. Mitchell
(print name)

Stormwater Utility Board
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) STATEMENT

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

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- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Patrick Mitchell
(signed)

7/10/2018
(date)

Patrick Mitchell
(print name)

Stormwater Utility
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

STATEMENT

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

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- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Patrick G. Mitchell
(signed)

7/10/17
(date)

Patrick G. Mitchell
(print name)

Storm Water
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): N/A

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

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YES

NO

Patrick G. Mitchell
(signed)

6/8/16
(date)

Patrick G. Mitchell
(print name)

Stormwater Utility
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

STATEMENT

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

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- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Patrick G. Mitchell
(signed)

12/3/14
(date)

Patrick G. Mitchell
(print name)

Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies):

Bluffton Fire District 33, Contractor (Mitchell Brothers Inc.)

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

- (a) Your spouse.
- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Patrick G. Mitchell
(signed)

12/4/13
(date)

Patrick G. Mitchell
(print name)

Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

As of January 18, 2013 no Conflict of Interest Statement has been received for Patrick Mitchell, member of the Stormwater Utility Board.

RESOLUTION 2024/--**A RESOLUTION AMENDING THE BEAUFORT COUNTY PERSONNEL HANDBOOK
POLICY SECTION 4.2 - HOLIDAYS & HOLIDAY PAY AS AMENDED TO ADD
JUNETEENTH NATIONAL INDEPDENDCE DAY AS A COUNTY OBSERVED HOLIDAY**

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 on January 1, 2024 and amended on February 15, 2024; 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 an amendment to the new Beaufort County Personnel Handbook policy Section 4.2 – Holidays & Holiday Pay 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 amends the Beaufort County Personnel Handbook policy Section 4.2 – Holidays & Holiday Pay as provided in Exhibit A, attached hereto and incorporated herein by reference.

This Resolution shall be effective _____, _____, 2024.

Dated this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment , Chairman

ATTEST:

Sarah Brock
Clerk to Council

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
Juneteenth National Independence 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.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 1.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AMENDING THE BEAUFORT COUNTY PERSONNEL HANDBOOK POLICY SECTION 4.2 HOLIDAYS & HOLIDAY PAY AS AMENDED TO ADD JUNETEENTH NATIONAL INDEPENDENCE DAY AS A COUNTY OBSERVED HOLIDAY
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – November 25, 2024 – 3:00pm
PRESENTER INFORMATION:
Katherine Mead, Beaufort County Human Resources Director <i>5-10 minutes</i>
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
County Administration recommends that Council consider approving the addition of Juneteenth National Independence Day as a county observed holiday for employees.
FISCAL IMPACT:
Any fiscal impact is negligible.
STAFF RECOMMENDATIONS TO COUNCIL:
Approval of Resolution to amend the Beaufort County personnel handbook Policy Section 4.2 – Holidays & Holiday Pay as amended to add Juneteenth National Independence Day as a County observed holiday for employees.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to recommend approval and move forward to County Council a resolution adopting the Beaufort County personnel Handbook Policy amendment to Section 4.2 – Holidays & Holiday Pay as amended to add Juneteenth National Independence Day as a county observed holiday.</i> <i>Motion to recommend Denial of the proposed amendment.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 2.

ITEM TITLE:

A RESOLUTION ACCEPTING THE DONATION OF A LIVE OAK TREE AT WHITEHALL PARK FROM THE FRIENDS OF WHITEHALL PARK

MEETING NAME AND DATE:

Finance, Administration and Economic Development Committee, November 25, 2024

PRESENTER INFORMATION:

Stefanie M. Nagid, Passive Parks Director (5 minutes)

ITEM BACKGROUND:

This is a new item with no prior history.

PROJECT / ITEM NARRATIVE:

The Friends of Whitehall Park requested the County to accept a donation of one (1) live oak tree at Whitehall Park that will replace the loss of an oak tree that fell during the winter storms of December 2023. The tree is currently available and the Friends would like to plant it in December 2024.

FISCAL IMPACT:

No impact to the County, Friends of Whitehall Park are solely responsible for the cost of the tree and its planting (\$4,000)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve, or deny, the resolution to accept the donation of a live oak tree at Whitehall Park from the Friends of Whitehall Park.

If approved, move forward to County Council on December 9, 2024.

RESOLUTION 2024/____**A RESOLUTION ACCEPTING THE DONATION OF A LIVE OAK TREE AT
WHITEHALL PARK FROM THE FRIENDS OF WHITEHALL PARK**

WHEREAS, Beaufort County (“County”) purchased 9.72 acres of what is known today as Whitehall Park located at 120 White Hall Drive in the City of Beaufort (“Property”) through the County’s Rural and Critical Lands Preservation Program; and

WHEREAS, the Friends of Whitehall Park (“Friends”) were established in 2018 with the mission to sustain a collaborative effort between residents and visitors which supports the preservation of natural resources and maintenance of Whitehall Park; and

WHEREAS, the County and Friends entered into a Volunteer Services Agreement dated June 26, 2024 that allows the Friends to provide grounds maintenance services and further states that improvements of the park shall become the property of the County; and

WHEREAS, the Friends desire to donate, and the County desires to accept, one (1) live oak tree to be planted on the Property at a mutually agreed upon location.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby accept the donation of one (1) live oak tree as donated by the Friends of Whitehall Park on the grounds of Whitehall Park.

Adopted this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



Friends of Whitehall Park
11/6/2024

To whom it may concern.

It is the Friends of Whitehall Park's intention to purchase and donate a 6" 20'tall Live Oak tree to Whitehall Park during 2024.

The approximate cost will be \$4000 and will be entirely borne by the Friends of Whitehall Park.

Sincerely

A handwritten signature in black ink that reads "Paul R. Butare". The signature is written in a cursive, flowing style.

Paul R. Butare
Chairman, Friends of Whitehall Park



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 3.

ITEM TITLE:
RECOMMEND APPROVAL OF A Resolution which would extend the Broadband Everywhere – Category 3 (BE-CAT3) Grant Program end date and allow us to expend the remaining \$170,000 of ARPA Funds in order to serve new customers reached by ongoing and upcoming Broadband Expansion programs.
MEETING NAME AND DATE:
<i>FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT 11/25/2024</i>
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator 10 Minutes for Q & A
ITEM BACKGROUND:
This program is designed to aid residents without broadband access where the cost of extending to the home is a barrier for service from the provider. Beaufort County aims to use ARPA funds allocated for Broadband to fund the construction of a service drop to homes that have been denied service from the provider due to construction build costs.
PROJECT / ITEM NARRATIVE:
The Original Resolution set the end date w for December 30, 2024. Extension should be to December 30, 2026 to aid new customers in areas to be newly served by ongoing and upcoming County and State funded Broadband Expansion programs.
FISCAL IMPACT:
\$170,000.00 from ARPA funds to be used for Broadband assistance.
STAFF RECOMMENDATIONS TO COUNCIL:
Approval
OPTIONS FOR COUNCIL MOTION:
(Motion to approve/deny the amendments to Resolution 2023/39 (Move forward to Council for Approval/Adoption on December 9, 2024)

RESOLUTION 2024 /

**A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXTEND
THE TIME THE ADMINSTRATOR MAY INITIATE THE BE-CAT3 GRANT
PROGRAM AND EXPEND THE REMAINING FUNDS TO ASSIST WITH
BROADBAND EFFORTS IN BEAUFORT COUNTY**

WHEREAS, Beaufort County Government has been working to bring high-speed internet to rural areas but has faced challenges due to geography, topography, and rural distance.

WHEREAS, Beaufort County identified three categories of unserved areas in Beaufort County, and took several actions to address the needs related to CATEGORY 1 and 2, and

WHEREAS, in an effort to address CATEGORY 3 needs, those living down long driveways or private roads where the cost of extending to the home is a barrier for service, the County has developed a local grant program called BE-CAT3 to provide financial assistance to CATEGORY 3 residents, and

WHEREAS, the program aims to use ARPA SLFRF funds for the construction of a Service Drop, which will connect a home at the end of a long, private driveway or private road to the existing broadband network that runs along a primary road, and

WHEREAS, funding awarded through BE-CAT3 will be based on several factors, including the Internet Service Provider's (ISP's) ability to provide service, the length of the private road/long driveway, and the cost estimate for the Service Drop, and

WHEREAS, the maximum amount the County will contribute for any Service Drop is \$15,000, and any Service Drops funded through BE-CAT3 must be completed on or before December 30, 2026.

NOW, THEREFORE, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to extend the BE-CAT3 Grant Program until December 30, 2026 to allow the County to expend the remaining amount of funds previously allocated (\$170,000.00) in order to serve new customers reached by ongoing and upcoming Broadband Expansion programs.

Adopted this 9th day of December 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

RESOLUTION 2024/25**A RESOLUTION AUTHORIZING THE ALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HARGRAY AND AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR USE OF FUNDS WITH HARGRAY FOR BROADBAND SERVICE EXPANSION IN UNDERSERVED AREAS OF BEAUFORT COUNTY.**

WHEREAS, the Federal government has allocated funding to each state through the American Rescue Plan Act ("ARPA"), and Beaufort County ("County") received \$37,17,446 under the ARPA, hereinafter collectively referred to as the "Funds"; and

WHEREAS, the Federal government has limited the eligible uses of the Funds. One of the eligible uses of these finds is to expand broadband service into underserved areas; and

WHEREAS, the County seeks to expend the Funds for the purpose of expanding broadband service into underserved areas; and

WHEREAS, residents of St. Helena contacted the County seeking help in accessing broadband services which are unavailable in their area. The County has discussed the needs of St. Helena with Hargray, and Hargray has agreed to extend its existing network on St. Helena to cover underserved areas ("Project"); and

WHEREAS, the Project will extend broadband services significantly on St. Helena Island for a total cost of \$451,622. Hargray has requested that the County contribute funds in the amount of \$163,000 towards the total cost, and the County desires to enter into an agreement with Hargray to restrict the use of the Funds to the Project; and

WHEREAS, Beaufort County Ordinance 2022/16 authorized expenditures of ARPA for expanding broadband service into underserved areas in the amount of \$700,000.00 from which the requested \$163,000 will be allocated from for the Project; and

WHEREAS, County Council desires to authorize the Interim County Administrator to allocate ARPA funds in the amount of \$163,000 to Hargray and to enter into an agreement with Hargray to restrict the use of the Funds for the purpose of the Project described herein; and


NOW, THEREFORE, BE IT ORDAINED BY County Council, in a meeting duly assembled, does hereby authorize the funding for the allocation of American Rescue Plan Act (ARPA) funds to Hargray, and further authorizes the Interim County Administrator to enter into an agreement for use of the funds with Hargray for broadband service expansion on St. Helena Island as described herein.

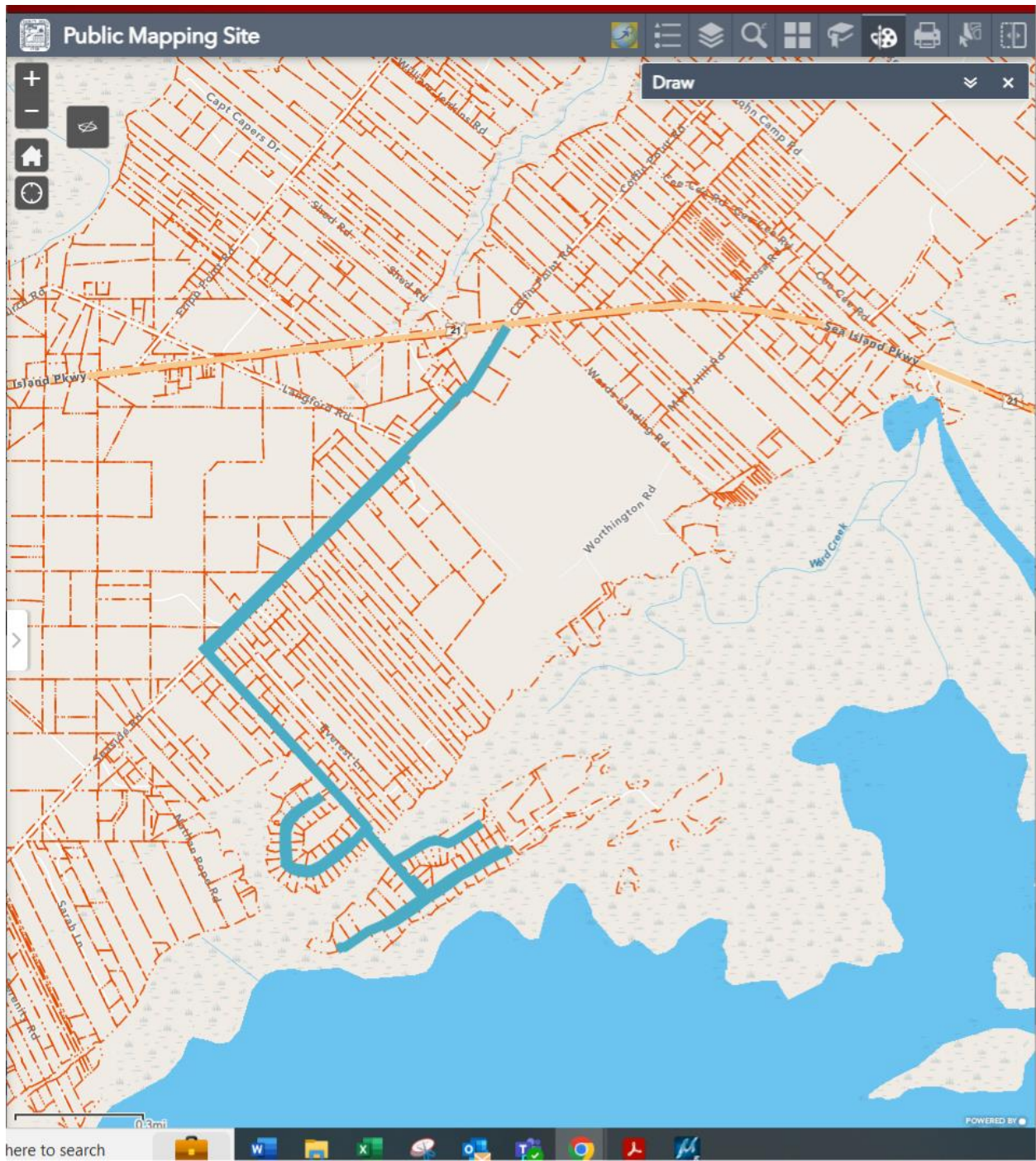
Adopted this 28th day of May 2024

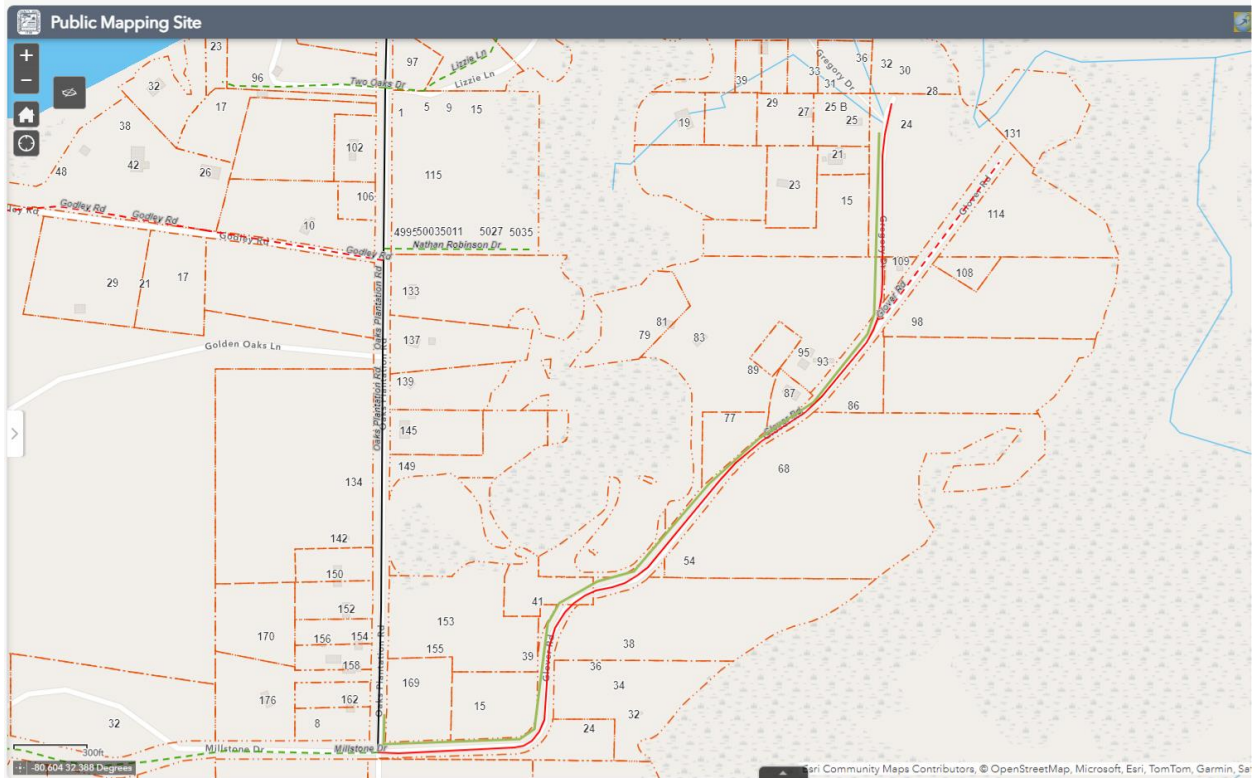
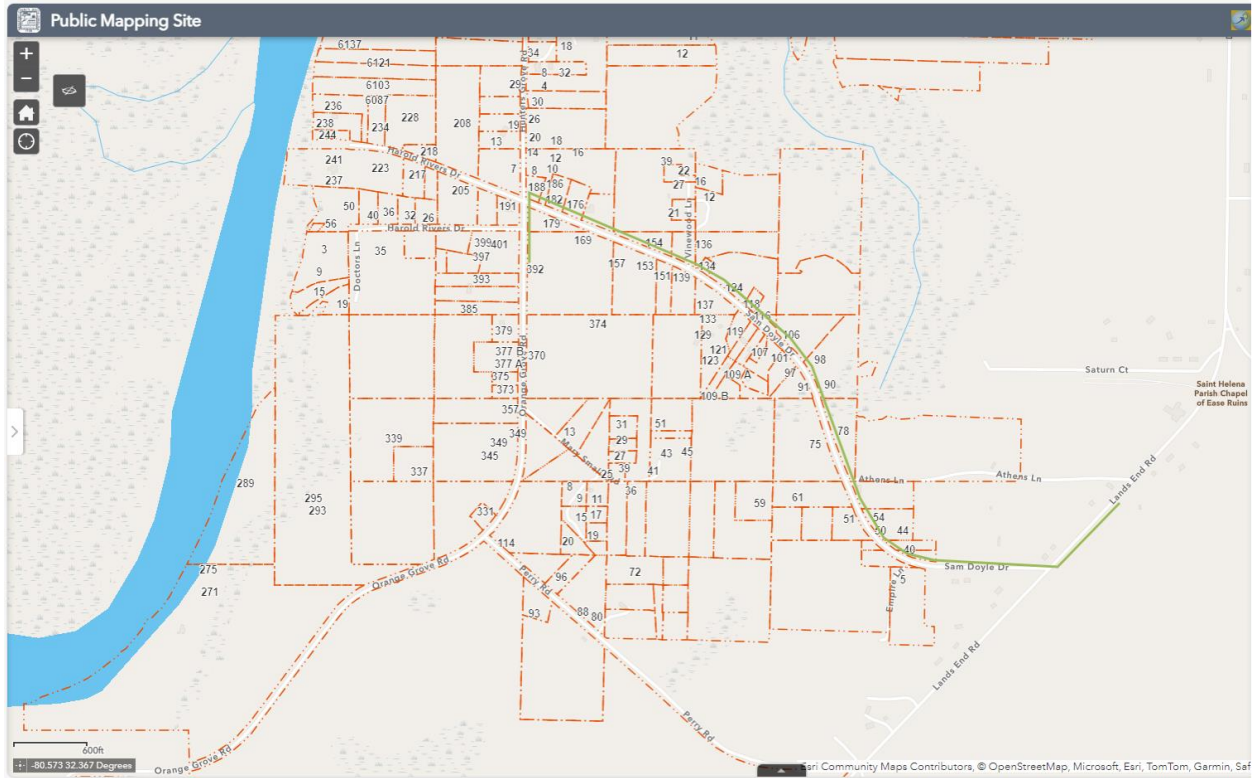
COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
Joseph Passiment, Chairman

ATTEST:

BY: 
Sarah W. Brock, Clerk to Council







St. Helena Proposed Expansion

210 Eddings Point Road: we already provide service to this address and there is a current customer there.

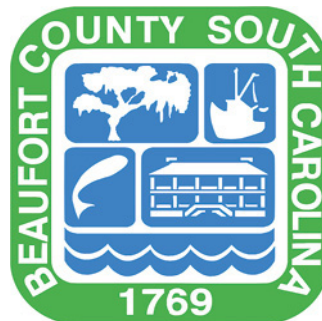
17 Judy Seabrook Drive: No funding needed. Hargray will absorb this cost and begin construction within 8 weeks.

392 Orange Grove Road: to service Orange Grove Rd., we would need to extend infrastructure down Sam Doyle Dr. In this construction we will pass 49 lots and 44 homes. The cost of construction would be \$104,000.00. To construct this, Hargray would need to receive \$51,000.00 from Beaufort County.

42 Robert & Clara Trail: To construct this address we recommend also building down Seaside Rd. to Horse Island Rd. This plan would pass 197 lots and approximately 65 homes. The cost of construction would be \$287,568.00. To construct this, Hargray would need to receive \$90,000.00 from Beaufort County.

Glover Road and Gregory Drive: These were requested during the town hall meeting last year. This construction will pass 38 lots and 25 homes. Construction cost is estimated to be \$60,026. Hargray would need to receive \$22,000.00 from Beaufort County.

Location	Lots	Homes	Total Cost	County Funding
Sam Doyle/Orange Grove Rd	49	44	\$ 104,000.00	\$ 51,000.00
Seaside/Horse Island/Robert & Clara	197	65	\$ 287,596.00	\$ 90,000.00
Glover Rd/Gregory Dr.	38	25	\$ 60,026.00	\$ 22,000.00
Totals:	284	134	\$ 451,622.00	\$ 163,000.00



**INFORMATION TECHNOLOGY
&
COMMUNICATIONS DIVISION
BROADBAND**

BE-CAT3 GRANT PROGRAM

1.0 Introduction

Beaufort County Government has been working to bring high-speed internet to rural areas but has faced challenges due to geography, topography, and rural distance. Since 2020, County staff, with support from County Council and the State of South Carolina, have dedicated resources to bring access to high-speed internet to previously unserved areas. Beaufort County has identified defined three categories of unserved areas in Beaufort County:

- **CATEGORY 1** – no existing broadband infrastructure in the area
- **CATEGORY 2** – “unserved pockets” in areas where broadband infrastructure exists but has not been extended due to area not meeting cable provider’s density requirements
- **CATEGORY 3** – long driveways or private roads where the cost of extending to the home is a barrier for service.

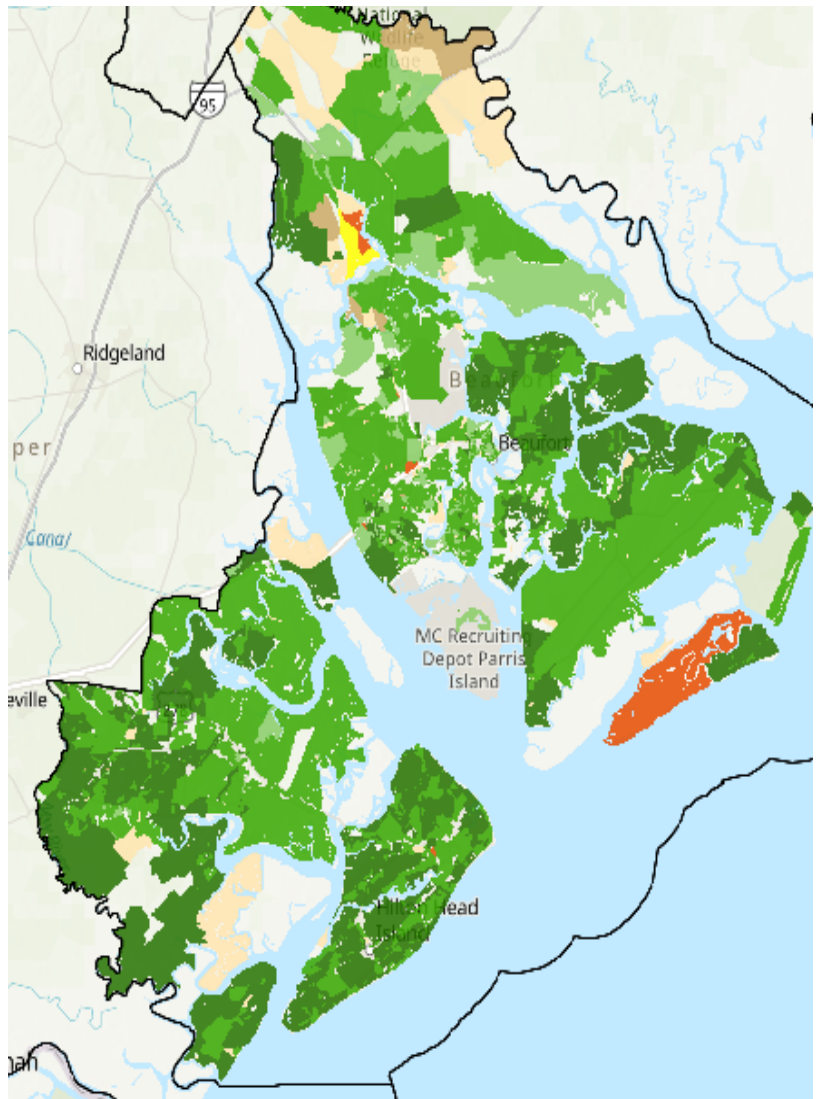
Beaufort County took several actions to address the needs related to CATEGORY 1 and 2. They collaborated with local ISPs, contacted the SC Office of Regulatory Staff (ORS), and wrote letters of support for ISP grant applications. Additionally, Beaufort County added the ORS ‘I Need Internet’ and ‘I Need Better Internet’ web page links on the Beaufort County official website, which allowed citizens to report their broadband needs to the state, and issued awareness press releases. As a result of these efforts, the County has witnessed significant progress in expanding broadband coverage across the entire county since January 2020. Some notable milestones have been:

- In 2020 Hargray received 700K to build out areas in Beaufort County.
[Lady’s Island, Cane Gibbs \(PDF\)](#)
[Lady’s Island, Coosaw \(PDF\)](#)
[Okatie, Hwy 170 \(PDF\)](#)
[Port Royal, St. Helena Island \(PDF\)](#)

Additional provider funded builds:

Seashell Dr (Saint Helena)
 Ashton Dr (Saint Helena)
 Bufflehead Ln (Bluffton)
 Lost Oaks Dr (Bluffton)
 Old Haig Point Rd (Daufuskie)
 Seabrook

- In 2021 Hargray received 131,098.00 towards broadband build-outs in Beaufort County. ([link](#))
- Grant support letters:
[USDA GRANT \(Hargray\)](#)
[SFRF GRANT \(PRTC\)](#)
[SFRF GRANT \(Comcast\)](#)



Sept 2022 Broadband Coverage
 GREEN = High-Speed Available

In an effort to address CATEGORY 3 needs, the County has developed a local grant program, BE-CAT3. The County's BE-CAT3 Grant Program, has been developed to address the Category 3 properties identified above. Funding the broadband construction to homes that have long driveways or connected to private roads is a unique opportunity for residents of the county. Funding will come from [ARPA SLFRF](#) funds. The County will closely monitor the program and may need to make changes or updates to the requirements documented within the program. The County reserves the right to update the dates, funding, criteria, and any other item within this document due to the unique nature of the program.

2.0 Definitions

BROADBAND refers to high-speed internet with a download speed of at least 25 megabits per second (Mbps) and an upload speed of at least 3 Mbps, according to the Federal Communications Commission's definition. **SERVICE DROP** is the final stage of fiber/cable installation, typically along a driveway or a private road, which connects the home to the network. The ISP determines the appropriate construction method and route for the Service Drop, and residents are not allowed to choose the method or route of installation.

INTERNET SERVICE PROVIDER (ISP) is a company that provides access to the internet. In Beaufort County, there are three ISPs: Comcast Xfinity, Brightspeed/Centurylink, and CableOne/Hargray.

BE-CAT3 - Broadband Everywhere: Category 3 Grant Program aims to provide broadband internet access to areas that lack it.

3.0 Program Guidelines

The Beaufort County Government has established the private road/long driveway - Category 3 Grant Program (BE-CAT3) to provide financial assistance to Category 3 residents. The program aims to fund the construction of a Service Drop, which will connect a home at the end of a long, private driveway or private road to the existing broadband network that runs along a primary road.

To be eligible for BE-CAT3 funding, residents must lack access to broadband service, and their service location must not have existing high-speed internet service from one of the County's current ISPs, including but not limited to: PRTC, Comcast Xfinity, Brightspeed/Centurylink, Spectrum, and CableOne/Hargray.

Moreover, to be eligible for BE-CAT3, an ISP must have a network that runs on the primary road to which the private road or long driveway connects. The ISP must also be able to provide service to the location and be willing to partner with the County on this initiative. The resident must be willing to sign up for service once the connection is established.



Funding awarded through BE-CAT3 will be based on several factors, including the ISP's ability to provide service, the length of the private road or long driveway, and the cost estimate for the Service Drop. Any Service Drops funded through BE-CAT3 must be completed on or before December 30, 2024.

The BE-CAT3 program will expire on December 30, 2024 or when funding dedicated to the program has been depleted.



3.1 HERE ARE THE STEPS TO OBTAIN BE-CAT3 FUNDING:

- 1) Residents must apply for BE-Cat3 on the Beaufort County Government website (www.BeaufortCountySC.gov).
- 2) The County will forward the resident's information to the appropriate ISP(s).
- 3) The ISP will contact the County to verify that:
 - a. Their network infrastructure passes within a reasonable distance to the resident's home.
 - b. A Service Drop and build-out can be constructed to the resident's home.
 - c. Provide a cost estimate for the construction. Note that ISPs are private, independent, and for-profit companies. The County has no input or control over the quotes provided by the ISPs.
- 4) Once the County and the ISP have determined that all the criteria in step 3 have been met, the resident will work directly with the ISP to install the necessary infrastructure to provide broadband. Each ISP has a unique process to obtain service utilizing BE-CAT3, and the resident will need to work directly with the ISP to obtain service.
- 5) The resident will pay their portion of the cost directly to the ISP, and the ISP will bill the County for its portion of the cost.
- 6) The maximum amount the County will contribute for any Service Drop is \$15,000.

The resident is responsible for paying the remaining balance of the service drop charge. The resident's contribution will be due based on the ISP's unique billing procedures and terms and conditions.

3.2 BE-CAT3 FUNDING FORMULA

- 1) The County's funded amount cannot exceed the total cost of the Service Drop.
- 2) The County will pay 90% of the cost of the Service Drop. The County's 90% portion cannot exceed \$15,000.
- 3) The resident is responsible for paying 10% of the cost of the service drop.

3.3 SPECIAL CONSIDERATIONS AND EXCEPTIONS

- 1) In order for the ISP to install the Service Drop, the resident may need to grant an easement that allows the ISP to use a portion of their land for construction or maintenance purposes. It's important to note that the homeowner

3.4 GRANT APPLICATIONS

- 1) Grant applications will be selected by the BE-CAT3 grant award committee.
- 2) The BE-CAT3 grant program will cease when allocated funding has been depleted.
- 3) Grant application awards will be based on a number of criteria, such as build out feasibility, surrounding area impact, and provider future expansion.

For questions about the BE-CAT3 program, please email information.technology@beaufortcountysc.gov



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 4.

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT OPERATIONAL GRANT AWARD FROM THE COASTAL COMMUNITY FOUNDATION’S BEAUFORT FUND GRANT PROGRAM
MEETING NAME AND DATE:
Finance, Administration, and Economic Development November 25, 2024
PRESENTER INFORMATION:
Ben Boswell, Director Human Services 5 minutes
ITEM BACKGROUND:
The Southern Lowcountry Regional/Beaufort Fund Grant Program provides support across program areas, based on the service area of the applicant, in Beaufort, Colleton, Hampton, and Jasper counties. Operational Grants are awarded to non-profits (including government agencies) that have been in existence for at least five years or have a budget of more than \$300,000 and have applied to the Beaufort Fund at least once in the past.
PROJECT / ITEM NARRATIVE:
<p>The Beaufort County Human Services Department works in close partnership with eligible families to coordinate services, collaborating with key stakeholders such as state agencies, local government bodies, the school district, non-profit organizations, and other entities both public and private. Engaging families in decision-making is crucial for creating tailored and effective support plans, as their insights ensure services are relevant and comprehensive. This involvement fosters empowerment, better communication, and stronger relationships, leading to improved and sustainable outcomes for participants.</p> <p>Collaborative service coordination is vital for delivering comprehensive, efficient, and effective support to youth and other program participants. It enhances resource accessibility, improves communication, and ensures a holistic approach to service delivery, ultimately leading to better and more sustainable outcomes for individuals and communities.</p>
FISCAL IMPACT:
Receipt of \$14,000 to be applied to the Beaufort County Human Services Department (“Contributions” 2503-50-0000-47030).
STAFF RECOMMENDATIONS TO COUNCIL
<i>Staff recommends acceptance of the grant award.</i>
OPTIONS FOR COUNCIL MOTION:
Motion to accept the \$14,000 operational grant award from the Coastal Community Foundation’s Beaufort Fund Grant Program or Motion to decline the \$14,000 operational grant award from the Coastal Community Foundation’s Beaufort Fund Grant Program.

RESOLUTION 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT OPERATIONAL GRANT AWARD FROM THE COASTAL COMMUNITY FOUNDATION'S BEAUFORT FUND GRANT PROGRAM**

WHEREAS, the Coastal Community Foundation works to create communities rich in equity, opportunity, and well-being by uniting people and investing resources so that all community members have a pathway to achieve their goals; and

WHEREAS, the Coastal Community Foundation's Beaufort Fund Grant Program was established to serve the Southern Lowcountry region, including Beaufort, Colleton, Hampton, and Jasper counties; and

WHEREAS, the Beaufort County Human Services Department was awarded a \$14,000 grant to continue providing collaborative services that engage families in decision-making crucial for creating tailored and effective support plans that foster empowerment, better communication, and stronger relationships, leading to improved and sustainable outcomes for participants; and

WHEREAS, the Beaufort County Human Services Departments represents and warrants that it meets applicable standards to receive such funds collaborative service coordination;

NOW, THEREFORE, BE IT RESOLVED, at a duly called meeting of Beaufort County Council, that the County Administrator is hereby provided the authority necessary to accept the aforementioned grant from the Coastal Community Foundation's Beaufort Fund.

Adopted this _____ day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

General Operating

2024 - Southern Lowcountry Regional/Beaufort Fund

Beaufort County Human Services Department

Mr. Fred E. Leyda	cosy@uscb.edu
1905 Duke St, Room 200	O: 843-473-5051
PO Drawer 1228	M: 843-694-1008
Beaufort, SC 29901-1228	

Mr. James B Boswell

Physical: 1905 Duke Street, Room 200	bboswell@bcgov.net
Mailing: PO Drawer 1228	O: 843-255-6050
Beaufort, SC 29901-1228	M: 843-986-7993

Application Form

Introduction

General Information

The Southern Lowcountry Regional/Beaufort Fund Grant Program provides support across program areas, based on the service area of the applicant, in Beaufort, Colleton, Hampton, and Jasper counties. Nonprofits can apply for one of multiple funding categories for The Beaufort Fund.

Funding requests may be for either general operating support or for specific project/program support.

All application materials, including budget, must be submitted online by **Monday, June 3, 2024 at 11:59 PM** to be considered for grant support.

Eligibility

For all competitive funding categories listed below, applications are accepted from organizations that a.) are recognized by the I.R.S. as a non-profit, being either a government agency, a recognized house of worship, or an organization exempt from income tax with a 501(c)(3) designation and b.) do not discriminate on the basis of age, sex, religion, race, color, sexual orientation, national/ethnic origin or disability. Requests will be accepted from public and private schools only if the applicant can show clear evidence of collaboration with another organization in the community, in both the program's development and access to services.

Grants to animal advocacy or care organizations, politically affiliated or focused nonprofits and grants for capital campaigns will not be considered.

Grant Categories

- Genesis - This category is for nonprofits with budgets generally **under \$300,000**. Maximum grant award for this category is \$10,000.
- First Time Applicants - This category is for nonprofits with budgets **\$300,000 or more** and have *not* previously applied for funding from the Beaufort Fund. Maximum grant award for this category is \$15,000.
- Operational Grants - This category is for nonprofits that have been in existence for at least five years or have a budget of **more than \$300,000** and have applied to the Beaufort Fund at least once in the past. Maximum grant award for this category is \$25,000.

Questions?

If you have specific program questions about the Southern Regional Lowcountry/Beaufort Fund process, please contact Amy Page at amy@coastalcommunityfoundation.org or if you have technical questions about the application portal, mail to: Kristi Wallace at kristi@coastalcommunityfoundation.org.

<mailto:kristi@coastalcommunityfoundation.org>

Instructions

Review Criteria

CCF grants committees are composed of volunteer community members who use a rubric to assess each application. This committee will be assessing applications based on the criteria below. Please feel free to reach out to staff for clarification on a given category if needed.

- Capacity: This area relates to an organization's capacity (financial, personnel, leadership) to achieve its mission, as relevant for this proposal.
- Impact: This area demonstrates how effectively the described methods will address the community need.
- Measure of Success: This area demonstrates the ability to measure success using the proposed metrics.

Character Guide

Our granting portal requires a set character limit on all text questions. Below is a guide to help you understand character counts.

10,000 characters = 1,600 words or 3.5 pages single-spaced
7,000 characters = 1,200 words or 2.5 pages single-spaced
5,000 characters = 800 words or 1.5 pages single-spaced
3,500 characters = 575 words or 1 page single-spaced
1,500 characters = 250 words or .5 page single-spaced
500 characters = 80 words
250 characters = 40 words

Collaborate Feature

You can collaborate on your application using the [blue Collaborate button](#) in the upper right hand corner. The collaborator feature allows applicants to work together on a single request. Once the form is opened in the process, there is an option to invite collaborators to the request in the top right corner of the page. A pop-up will then prompt to enter the email address of the person you're inviting to collaborate, type a message, and select the permission level (view, edit, or submit) for the collaborator.

- Multiple applicants from an organization need to work together on a request.
- An applicant needs someone else to upload a document, fill out certain questions, or sign off on their request (e.g. a fiscal sponsor, executive director).
- An applicant needs an efficient way for someone else to view and (in some cases) submit their request.
- An organization works with a grant writer.
- An organization has a new staff member who would like to submit a request.

Applicant Information

Organization name:*

This should be your organization's legal name. If you go by a different name, please note that here as well.

Beaufort County Human Services Department

Are you using a fiscal sponsor for this proposal?*

Fiscal Sponsors are generally used by organizations who do not yet have their own 501(c)(3) charitable status. If you can receive tax-deductible contributions independently, you would answer "no" here.

No

Mailing address (if different):

You can see the address associated with your account on your dashboard, or at the top of this request. If the address you'd like a potential grant check mailed to is different from address, please include the street address, city, state and zip code here.

If you would like to opt in to electronic payments, you can submit your ACH information at this secure link and leave this field blank. If you have already submitted ACH information, you can leave this field blank.

Human Services Department, PO Drawer 1228, Beaufort, SC 29901-1228

Organization general phone number (if different):

You can see the general phone number associated with your organization's account on your dashboard, or at the top of this request, under the "Organization" heading on the right. If the phone number is incorrect, please update it here and we will update our records accordingly.

8439867993

Website address:

<https://www.beaufortcountysc.gov/human-services/>

Is the primary contact for this proposal different from the account holder?*

Please note that the system automatically generates some emails, which will go to the account holder regardless of the contact information you provide within the application. Please alert the account holder that they should still monitor the email associated with the account for information related to this grant, though we'll do our best to use the Primary Contact information provided here for the majority of our communications.

No

Organization's Mission Statement:*

This should be a one to two sentence summary of your organization's purpose.

The mission of the Beaufort County Human Services Department is to support all residents by leading policy innovation, inspiring collaborative solutions, and facilitating partnerships to improve quality-of-life.

How much are you requesting from the Beaufort Fund?*

Please note, maximum request amounts : Applications in the Genesis category can request up to \$10,000. Applications in the First Time category can request up to \$15,000. Applications in the Operational category can request up to \$25,000.

\$25,000.00

Did you receive funding from the Beaufort Fund last year?*

Yes

If yes, how much?

\$15,000.00

Eligibility for many of our funding programs is determined in part by the geographical area you serve. Our general rule is that at least 25% of your population for this proposal will need to be in a given county to be considered eligible for those programs.

For this request, what percentage of your work is focused in Beaufort County?*

76-100%

For this request, what percentage of your work is focused in Colleton County?*

0-24%

For this request, what percentage of your work is focused in Hampton County?*

0-24%

For this request, what percentage of your work is focused in Jasper County?*

0-24%

Annual Budget of the Organization:*

\$650,999.00

What is your organization's focus area?*

Social Justice

Service Population Demographics:*

Please include overall demographics, to include race, gender, and disability as appropriate, as well as any specific geographic regions within the county/counties, including specific data points if possible.

Program: Collaborative Organization of Services for Youth (COSY)

Target Population: Beaufort County families with children and youths, ages 5 through 21, who are receiving or may need residential therapeutic services.

Total cases, July 1, 2023 - May 6, 2024: 63

Active cases (as of May 6, 2024): 40

Demographics, July 1, 2023 - May 6, 2024

Child/Youth Age Distribution:

Age 0-5: 0%

Age 6-12: 27%

Age 13-18: 74%

Age 19+: 1.5%

Child/Youth Racial Distribution:

Black: 16%

White: 16%

Hispanic or Latino: 1.5%

Other: 5%

Child/Youth Gender Ratio:

Male: 65%

Female: 35%

Service Area Ratio:

Northern Beaufort County: 73%

Southern Beaufort County: 27%

Disability: Many of the children involved in COSY have 504 Plans, IEPs, and other supportive services in place for a wide variety of disabilities. A representative from Beaufort County Disabilities and Special Needs Department is an integral member of the COSY team. She is incredibly knowledgeable about the services that the South Carolina Department of Disabilities and Special Needs (DDSN) makes available statewide. Often, families involved with COSY are encouraged to go through DDSN's eligibility process to see if their child may qualify for additional services, such as respite, personal care assistance, case management, and more.

Program: Universal Staffing Team (UST)

Target Population: Families who are expecting and/or raising children from birth to age five.

Cases staffed, July 1, 2023 - April 23, 2024: 41

Demographics, July 1, 2023 - April 23, 2024

Parents/Caregivers' Age Distribution:

15-17: 12%

20+: 88%

Parents/Caregivers' Racial Distribution:

Black: 46%

White: 27%

Hispanic or Latino: 17%

Other: 10%

Parents/Caregivers' Gender Ratio:

Male: 2%

Female: 98%

Service Area Ratio:

Northern Beaufort County: 73%

Southern Beaufort County: 27%

Disability: The UST often makes referrals to BabyNet, South Carolina's interagency early intervention system for infants and toddlers under three years of age with developmental delays or conditions associated with developmental delays. Representatives from the Beaufort County Department of Disabilities and Special Needs as well as Beaufort County School District's Family Early Childhood Services team also serve on the UST. In fact, Beaufort County School District's "child find developmental screenings" often result in referrals to the UST for the purpose of connecting families with supportive resources.

Information Related to this Request

Project Title*

If you are requesting general operating support, please enter "General Operating" here. If requesting project specific support, include the name of the project here.

General Operating

For which grant category are you applying?*

Please read the below criteria before making your selection.

- **Genesis - This category is for nonprofits with budgets generally under \$300,000. Maximum grant award for this category is \$10,000.**
- **First Time Applicants - This category is for nonprofits with budgets \$300,000 or more and have *not* previously applied for funding from the Beaufort Fund. Maximum grant award for this category is \$15,000.**
- **Operational Grants - This category is for nonprofits that have been in existence for at least five years or have a budget of more than \$300,000 and have applied to the Beaufort Fund at least once in the past. Maximum grant award for this category is \$25,000.**

Operational

Please provide a summary of typical organizational activities:*

Please include a description of your methodology, as well as your impact. If your proposal will support a specific program, please focus on the proposed program in your summary.

The Beaufort County Human Services Department's overarching goals involve identifying barriers to service, developing solutions, and influencing long-term policy change to ensure all residents can access the services necessary to maintain a high quality of life. The Department strives to accomplish these goals by 1) facilitating collaborative processes (UST, COSY, and COSA) that engage local organizations and state-sponsored departments that provide services to individuals, from conception to death, and their families, 2) sponsoring monthly continuing education workshops to educate and empower local human service providers, 3) promoting family group decision-making by hosting meetings (conferences) involving vulnerable adults, their families, and human service providers, and 4) addressing housing insecurity and homelessness.

For almost 30 years, the Beaufort County Human Services Department has been convening a cross-section of agency staff, service providers, and citizens committed to effectively meeting the needs of Beaufort County families and children ages 5 to 21. The Collaborative Organization of Services for Youth (COSY) is a multidisciplinary process that combines expertise from the referred families and human service professionals in Beaufort County to address the most complex and challenging situations. Together, they develop collaborative service plans for Beaufort County Youth who are receiving, needing, or at risk of needing residential therapeutic services. Since 1995, COSY has connected an average of 70 children and their families per year with local resources, facilitated coordination between involved agencies, and offered hope. Please see the Additional Information section below for more information about COSY's client population, impact, objectives, and Beaufort County Human Services Department staff's involvement.

Approximately twenty years ago, local leaders proposed a collaborative process tailored to the needs of expecting parents and children under five. Thus, emerged the Universal Staffing Team (UST), which Beaufort County Human Services staff facilitates. Representatives of 13 local agencies specializing in parent education,

home visitation, and early intervention make up the UST. Like COSY, the UST works together to reduce duplication while promoting families' access to all available resources. The team meets twice a month and engages with approximately 70 families yearly, many of whom face challenges related to poverty and injustice. Team members encourage early intervention to ensure that infants and young children meet the developmental milestones necessary for success in kindergarten. They also encourage screenings for special and medical needs and make referrals to appropriate services, including parent education. The UST sometimes discusses the same case twice or three times if the team's ongoing input is desired.

Based on their experiences with COSY and the UST, department staff and local leaders envisioned a collaborative process, which they called COSA (the Collaborative Organization of Services for Adults), focused on adults who could benefit from coordinated services. Some of the primary concerns that the COSA process addresses include substance use disorders, mental health concerns, repeated incarceration, multiple hospital visits, employment challenges, and homelessness. Agencies that work with people over 18 years of age, as well as partners that also assist children, participate in this team. As they do for UST and COSY, the COSA partner agencies submit referrals to Beaufort County Human Services Department staff, who convene the group for collaborative services planning.

Since 2016, trained facilitators have worked with the Beaufort County Human Services Department to host an average of 75 family group conferences yearly.

Within the last two years, the Beaufort County Human Services Department hired a full-time Outreach Specialist to address homelessness and housing insecurity in our community. Within the last year, she launched a Residential Empowerment Coalition that engages representatives from multiple community organizations in the development of consolidated and consistent community-wide responses to housing insecurity and homelessness. The Outreach Specialist utilizes a Homeless Management Information System in coordination with the U.S. Department of Housing and Urban Development (HUD), performs an annual point-in-time count of unsheltered individuals in Beaufort County, and is in the process of developing rapid-rehousing programs to help individuals find shelter as quickly as possible. Notably, the work focused on housing has engaged volunteers and professionals from across the County and diverse sectors, which has resulted in a greater impact.

As new challenges and opportunities arise, the Beaufort County Human Services Department strives to influence policymaking, identify funding opportunities, and advocate for community members' well-being.

Describe your key partnerships, and explain how they help increase your organization's impact:*

If applying for funding for a specific project, please focus on partnerships relevant to that program.

To facilitate collaborative processes that efficiently connect individuals with services, the Beaufort County Human Services Department works closely with the SC Dept. of Juvenile Justice, Beaufort Housing Authority, Beaufort County Alcohol and Drug Abuse Dept., SC Dept. of Vocational Rehabilitation, Beaufort County Detention Center, S.C. Cass Elias McCarter Guardian ad Litem, SC Dept. of Social Services, Beaufort County Dept. of Disabilities and Special Needs, SC Continuum of Care, SC Dept. of Mental Health, United Way of the Lowcountry, Beaufort Memorial Hospital, Beaufort County School District, Beaufort-Jasper Economic Opportunity Commission Head Start / Early Head Start, PASOs, Beaufort Jasper Hampton Comprehensive Health Services, Beaufort Pediatrics, CAPA, and First Steps. Trusting and respectful relationships between Department staff, partner agencies' representatives, community-based professionals, and other engaged citizens facilitate efficiency and maximize positive results.

How much do you anticipate being able to accomplish during the grant period?*

Please identify the measures you will use to track this information.

Through the collaborative processes, monthly in-service trainings, family group conferences, and housing access initiatives, the Beaufort County Human Services Department will engage with approximately 250 families, 500 human service professionals and volunteers, and 50 collaborative partners.

Our department securely stores client information, tracks engagement, and analyzes impact. We log the number of collaborative meetings held, the variety and number of agency representatives present, the number of cases discussed at each meeting, the length of time a family is involved with a collaborative process from referral to closure date, the referrals made for which services when and how often, and the number and types of interactions with and on behalf of each family. As a result of the Department's efforts, we anticipate that Beaufort County agencies will duplicate efforts less frequently and Beaufort County families will more efficiently access services for their loved ones.

How will you ensure continuous quality improvement of your services?*

The Beaufort County Human Services Department will regularly incorporate evaluation tools, such as surveys, to measure the collaborative processes' impact on the multidisciplinary team members/partner agencies and the families referred. A pilot was conducted with the COSY team in December 2022, and an Advisory Board member specializing in evaluation is assisting staff with the roll-out process.

Employing a master-level social worker to supervise all programs and another master-level social worker in training demonstrate the department's commitment to excellence in human services. By encouraging staff to read social work newsletters and emerging research, the department is also staying on the cutting edge of what is possible for a government human services department. Our Advisory Board members' expertise and the National Association of Social Work's Code of Ethics influence every decision relative to client confidentiality, cultural humility, self-determination, and more.

At the conclusion of your services, how will you know that anyone is better off?*

At the conclusion of our services, the Beaufort County Human Services Department will know that children, families, and partner agency staff are better off when:

1. At least 80% of families participating in COSY describe their involvement as satisfactory or highly satisfactory.
2. In at least 80% of closed COSY cases, families report that their child is sufficiently connected with local resources such that coordinated service planning is no longer needed.
3. At least 80% of families and individuals participating in UST, COSY, or COSA are made aware of at least one additional community resource as a result of their involvement with a collaborative process.
4. At least 80% of agency representatives involved with UST, COSY, or COSA describe their involvement as satisfactory or highly satisfactory.
5. At least 80% of agency representatives involved with UST, COSY, or COSA report that these collaborative processes help reduce duplication of efforts/services in Beaufort County.

Diversity, Equity and Inclusion:*

How do you incorporate the values of diversity, equity and inclusion into your programming and/or operations?

Examples of factors you may consider including in your response:

- How do you incorporate the perspectives of the population served in program design and delivery?
- Is your staff and board leadership reflective of, and/or proximate to, the community served?
- Do your staff go through any cultural competency training?
- Does your organization have a DEI statement or policy?

- How do you ensure you are responsive to changing community needs?

As you consider your response, please know that there are no "correct" answers. Every organization is different and we recognize that advancing equity is an ongoing process that can be challenging. We appreciate your honest reflections.

*Please feel free to contact staff for assistance with how to address this question.

The Beaufort County Human Services Department offers its services freely to anyone, irrespective of race, color, national origin, age, sex, disability, religion, or language, per County policy. Staff regularly review and update our website, documents, and processes to promote non-discrimination. Because 40% of our team speaks Spanish, we are well-equipped to engage with Beaufort County's growing Hispanic or Latinx population. The Department is prepared to leverage community partners and third-party translation resources to ensure all families can access our resources.

Our Advisory Board is reflective in many ways of Beaufort County's population. It includes a representative of the "Community at Large" and directors of agencies that provide different services focused on specific human needs and client populations. Members' input is gathered at Advisory Board meetings and retreats. Their expertise makes the Department's approach more responsive to Beaufort County's changing community needs.

Every month, our Department facilitates free social work continuing education opportunities to help staff and other Beaufort County human service providers expand their competence, especially concerning the diverse experiences of individuals in Beaufort County. By partnering with local organizations' staff and other clinical professionals, these workshops offer education about various services available to meet evolving community needs. More than 500 people subscribe to the Department's training e-newsletter, with approximately 60 participants each month.

Community members' perspectives are essential to the collaborative and voluntary processes that Beaufort County Human Services Department staff facilitate. Together with agency representatives, families design service plans to meet their specific needs. Regularly conducting surveys will help us gather additional insight and enhance program delivery.

Attach a list of your current Board members and their affiliations.*

Please include the following information: Board member name and affiliation, and the number of meetings attended out of the total number of meetings possible, for each member.

FY23-24 COSY-COSA Board of Directors.pdf

Organization Budget YTD*

Report-MUNAPPP-002CBD-47076-05-07-10-50-03.4.pdf

Project Budget

If you are applying for project specific funding, please upload your project budget here.

Contract.docx

Additional Information:

If there is additional information you would like to share about your organization, please briefly explain it here.

Our Department is classified as a Special Revenue Fund. A special revenue fund is an account established by a government to collect money that must be used for a specific project. Special revenue funds provide an extra level of accountability and transparency to taxpayers that their tax dollars will go toward an intended purpose.

The Department was established as a Special Revenue Fund in order to secure local match for a SCDHHS administrative Medicaid contract, which constitutes 32% of our overall department budget and is fully applied to the costs (primarily payroll) for the COSY collaborative process. A draft copy of this contract has been attached in lieu of a project budget, considering that the contract is, for all intents and purposes, the project.

This contract requires a 50% match which must be supplied with local dollars. This contract is renewed biannually, and private investments from grantors applied as part of our match demonstrates community support for this program and greatly strengthens our case for renewal. Further, the local investment strengthens our case for ongoing support from County Council of Beaufort County. County Council's ongoing commitment to apply tax dollars to support this program is critical, and local investments demonstrate that there are other stakeholders invested in our work.

In FY24, we secured \$15,000 in support from CCF and an additional \$5,000 from Community Foundation of the Lowcountry. SCDHHS matches local dollars 2:1, effectively doubling our investment up to \$207, 232. We are requesting of SCDHHS an increase to this budget for FY25/FY26 (July 1 2024 - June 30, 2026), which would increase our match requirements accordingly. (For example, a \$30k increase would result in a \$15k increase to our match requirement.) Sadly, we will not know if our request has been approved until the state passes the FY25 budget over the summer.

Data Collection

This section is developed to help understand who leads and supports organizations in our footprint, as we build an inclusive culture that respects diverse perspectives in all our work. The data collected will serve multiple purposes; to help us understand how we reflect the communities we serve, to equip our staff with critical data to better serve the needs of our communities, and to track our progress with our Board, our grantees and communities.

Which category below best describes your organization's work?*

Social Reform - Solves a Social Problem.

Please describe the percentage of your work that occurs in the following counties.

Charleston*

0-24%

Dorchester*

0-24%

Berkeley*

0-24%

Georgetown*

0-24%

Horry*

0-24%

Colleton*

0-24%

Hampton*

0-24%

Jasper*

0-24%

Beaufort*

76-100%

Does your executive director identify as one or more of the following?*

White

Executive Director Ethnicity - Other**Does 51% or more of your board leadership identify as the following?***

White

Board Leadership - Other

53% White, 47% Black

Does 51% or more of your leadership team identify as the following?*

White

Leadership Team - Other**What is the best way to share grant opportunities with your organization?****Email***

Yes

Text*

Yes

Social Media*

No

Terms of Grant

Please review the following Terms of Grant. If your organization is selected to receive an award, your acknowledgement below will serve as an agreement to comply with the conditions listed in this document. These Terms become applicable on the date that the grant is received by the applicant. Acceptance of these terms does not guarantee funding. Copies of the Terms of Grant are available upon request.

Grant Period

This grant is available to the applicant for up to twelve months from the date that the applicant receives the funding.

Expenditure of Grant Funds

This grant is for the purposes stated in the Grant Application, and funds provided by Coastal Community Foundation of SC may be spent only in accordance with the provisions stated therein. The program is subject to modification with the Foundation's prior approval. Funds will be disbursed to the Grantee following approval of the grant by the Foundation's Board of Directors, and satisfactory compliance with any special conditions:

- This grant is given subject to the grantee's acquisition of any additional resources required to carry out at least a portion of the funded program as proposed in the application.
- Expenses charged against this grant may not be incurred prior to the date of this Agreement or subsequent to its termination date without prior written approval of the Foundation, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- The Grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- Equipment or property purchased with grant funds shall be the property of the grantee organization so long as it is not diverted from the purposes for which the grant was made. If the purpose of the organization should go out of existence, the Foundation will receive its pro rata share of proceeds from the sale of the equipment or property that it helped to finance.
- The Grantee organization recognizes that, in compliance with Executive Order 13224 and the USA Patriot Act, no funds provided by the Foundation or by the Grantee organization may be used to support terrorist organizations or those who may be otherwise associated with terrorists. The Grantee organization further agrees that it will use due diligence to ensure that no funds provided by the Foundation will be distributed to such organizations or persons or used for such prohibited purposes.

Reversion of Grant Funds

The Grantee will return to the Foundation any unexpended funds at the close of the grant period. Funds will also be promptly returned if the Foundation determines that the Grantee has not performed in accordance with the "Terms of Grant" or met with specific grant conditions of the approved program and its supporting budget.

Review of Grant Activity

The Grantee will allow the Foundation the right to follow up on this grant by furnishing written reports in the format supplied by the Foundation, and/or by periodically admitting any evaluators chosen by the Foundation to have access to the program funded.

Nondiscrimination Statement

The Grantee agrees to abide by the following statement:

No person served by our organization shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender, sexual orientation, marital or parental status, political affiliation, military service, physical or mental ability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the community foundation, and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the community foundation.

Limit of Commitment

Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the Grantee.

Acknowledgement:*

Do you acknowledge that appropriate personnel, specifically including the Director of this funded project, have thoroughly read this Agreement, the terms and conditions of which are acceptable to you and with which you shall comply?

Yes

FAQ's

Frequently Asked Questions

Can I be awarded funding from multiple funding sources within this competitive program?

Yes. You will be considered for funding from all of the funding sources for which you are eligible. Receiving funds from one source will not affect your ability to qualify for funding from another.

Will finalists have a site visit this year?

In certain cases, the Foundation staff and possibly members of the Grants Committees will visit with finalists to address questions regarding the proposal and learn first-hand about programming. The health and safety of our nonprofit partners and committee members are our highest priority. If your organization is selected for a site visit, you will have the option to participate in the site visit virtually.

Does my program need to be solely focused in one service area to qualify for a regional program?

No. However, at least 25% of the program work needs to take place in that service area for it to qualify for funding for that region.

File Attachment Summary

Applicant File Uploads

- FY23-24 COSY-COSA Board of Directors.pdf
- Report-MUNAPPP-002CBD-47076-05-07-10-50-03.4.pdf
- Contract.docx



COSY / COSA Board of Directors
 Collaborative Organization of Services for Youth
 Collaborative Organization of Services for Adults
 (843) 255-6059

**COSY / COSA Board of Directors
 FY 2023-2024**

Board Member	Affiliation / Title	Attendance / # of Meetings
Audra Antonacci, ex officio	Beaufort County Government <i>Assistant County Administrator</i>	2/5
Nykki Bryan	Beaufort County Department of Juvenile Justice <i>Director</i>	2/5
Greggory Gilbert	South Carolina Vocational Rehabilitation Department <i>Area Supervisor, Beaufort & Jasper Counties</i>	5/5
Col. Quandara Grant	Beaufort County Detention Center <i>Director</i>	1/5
Tricia Gravel	South Carolina Cass Elias Guardian ad Litem Program <i>Circuit Coordinator</i>	4/5
Brenda Hughes	Department of Health and Environmental Control <i>Regional Program Director, Community Health</i>	3/5
Bill Love	Beaufort County Department of Disabilities and Special Needs <i>Director</i>	2/5
Chrissy Mucha	Community Representative	0/5
Dr. Teresa Rhodes	South Carolina Continuum of Care <i>Regional Program Director</i>	4/5
Russell Rich	South Carolina Department of Social Services <i>Director, Community Relations for Adult Advocacy</i>	2/5
Angie Salley	South Carolina Department of Mental Health <i>Director, Coastal Empire Community Mental Health Center</i>	3/5
Chrystie Turner, Chair	United Way of the Lowcountry <i>Executive Vice President</i>	4/5
Ashton Viterbo	Beaufort Memorial Hospital <i>Business Development & Employer Relations Manager</i>	2/2
Victoria Viveni	Beaufort Memorial Hospital <i>Manager, Community & Corporate Health</i>	4/4
Jennifer Wallace	Department of Social Services <i>Lowcountry Wellbeing Manager</i>	3/5
Dr. Juliet White	Beaufort County School District <i>Director, Student Services</i>	1/5
Rebecca Whitt	Beaufort County Alcohol & Drug Abuse Department <i>Director</i>	2/4

YEAR-TO-DATE BUDGET REPORT

FOR 2024 12								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
2503 HUMAN SERVICES	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
10000820 HUMAN SERVICES								
10000820 44630 FAMILIES FIRST C	-56,000	-21,000	-77,000	-4,200.00	.00	-72,800.00	5.5%*	
10000820 47010 MISCELLANEOUS RE	-20,000	0	-20,000	-10,000.00	.00	-10,000.00	50.0%*	
10000820 47030 CONTRIBUTION	0	0	0	-15,000.00	.00	15,000.00	100.0%	
10000820 47620 CONTRACT REVENUE	-207,232	0	-207,232	-207,232.00	.00	.00	100.0%	
10000820 49100 TRANSFER IN	-346,767	0	-346,767	-260,075.25	.00	-86,691.75	75.0%*	
10000820 50020 SALARIES AND WAG	336,165	0	336,165	263,743.13	.00	72,421.87	78.5%	
10000820 50100 EMPLOYER FICA	20,842	0	20,842	15,730.47	.00	5,111.53	75.5%	
10000820 50110 EMPLOYER MEDICAR	4,874	0	4,874	3,678.92	.00	1,195.08	75.5%	
10000820 50120 EMPLOYER SC RETI	62,392	0	62,392	48,791.65	.00	13,600.35	78.2%	
10000820 50140 EMPLOYER GROUP I	55,500	0	55,500	38,814.46	.00	16,685.54	69.9%	
10000820 50150 EMPLOYER WORK CO	4,800	0	4,800	.00	.00	4,800.00	.0%	
10000820 50160 EMPLOYER TORT LI	1,925	0	1,925	1,386.64	.00	538.36	72.0%	
10000820 51050 TELEPHONE/COMMUN	3,000	0	3,000	3,464.18	.00	-464.18	115.5%*	
10000820 51160 PROFESSIONAL SER	32,485	21,000	53,485	14,250.00	2,450.00	36,785.00	31.2%	
10000820 51170 NON-PROFESSIONAL	1,000	-500	500	.00	.00	500.00	.0%	
10000820 51310 DUES & SUBSCRIPT	100	700	800	219.00	.00	581.00	27.4%	
10000820 51320 TRAINING & CONFE	1,500	-1,200	300	.00	.00	300.00	.0%	
10000820 52010 SUPPLIES & MATER	800	500	1,300	1,209.67	.00	90.33	93.1%	
10000820 52600 NON-CAP EQUIPMEN	1,000	500	1,500	.00	.00	1,500.00	.0%	
10000820 55000 DIRECT SUBSIDIES	103,616	0	103,616	103,616.00	.00	.00	100.0%	
TOTAL HUMAN SERVICES	0	0	0	-1,603.13	2,450.00	-846.87	100.0%	
TOTAL HUMAN SERVICES	0	0	0	-1,603.13	2,450.00	-846.87	100.0%	
TOTAL REVENUES	-629,999	-21,000	-650,999	-496,507.25	.00	-154,491.75		
TOTAL EXPENSES	629,999	21,000	650,999	494,904.12	2,450.00	153,644.88		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 12								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
GRAND TOTAL	0	0	0	-1,603.13	2,450.00	-846.87	100.0%	
** END OF REPORT - Generated by Ben Boswell **								

CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
COUNTY COUNCIL OF BEAUFORT COUNTY

**FOR A PROCESS FOR COLLABORATIVE, LOCAL PLANNING AND MANAGING
 RESOURCES ON BEHALF OF BEAUFORT COUNTY YOUTH WHO ARE RECEIVING
 OR NEEDING RESIDENTIAL THERAPEUTIC SERVICES.**

This Contract is entered into as of the first day of July 2020, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and the County Council of Beaufort County on behalf of Beaufort County Human Services Alliance's Collaborative Organization of Services for Youth (COSY), Multi-Government Center, 100 Ribaut Road, Post Office Drawer 1228, Beaufort, South Carolina, 29901-1228, hereinafter referred to as the "CCBC".

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program.

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS to perform certain administrative functions.

WHEREAS, the CCBC represents and warrants that it meets applicable standards to receive such funds for certain administrative functions as specified by Title XIX of the Social Security Act, federal regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance.

WHEREAS, the CCBC desires to provide such administrative functions as outlined in this Contract.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect on July 1, 2020 and shall, unless sooner terminated in accordance with Article VII, continue in full force and effect through June 30, 2022.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Contract, the following terms shall have the following defined meanings:

Beneficiary: A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

CCBC: County Council of Beaufort County.

CMS: Centers for Medicare and Medicaid Services

Collaborative Organization of Services for Youth (COSY): a group of Beaufort County agencies and organizations representing both the public and private sectors which have joined together to collaboratively engage in and nurture a process for planning and managing resources on behalf of Beaufort County Youth who are receiving or needing residential therapeutic services.

COSY: Collaborative Organization of Services for Youth

COSY Board: The directors or designated executive staff of Beaufort County agencies and organizations, along with service consumer representatives, who are participating as partners in the COSY process. The COSY Board is responsible for planning and managing the operation of the COSY process.

COSY Partners: The Beaufort County agencies, organizations and consumer representatives who are collaboratively participating in the COSY process: Beaufort County Alcohol and Drug Abuse Department, Beaufort County Disabilities and Special Needs Department, Beaufort County Department of Juvenile Justice, Beaufort County School District, Beaufort County Department of Social Services, Coastal Empire Community Mental Health Center, County Council of Beaufort County, Governor's Office Continuum of Care Division-Beaufort Outpost and Rural Regional Office, Department of Health and Environmental Control (Region 8), Department of Social Services, Intensive Foster Care and Clinical Services, Office of the Governor: Guardian Ad Litem, South Carolina Vocational Rehabilitation Department-Beaufort Office, Beaufort County Community Representation, Beaufort County Council, Beaufort County Fire Chiefs' Association, Intensive Foster Care & Clinical Services and the United States Marine Corps Tri-Command.

Federal Financial Participation (FFP): Any funds, either title or grant, from the Federal Government.

GAO: Government Accountability Office

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

Ownership Interest: The possession of equity in the capital, the stock or the profits of the CCBC. See 42 CFR §455.101 (2019, as amended).

: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Program: The method of provision of Title XIX services to South Carolina Beneficiaries as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

Social Services: Medical assistance, rehabilitation, and other services defined by Title XIX, USDHHS regulations, and SCDHHS regulations.

SCDHHS Appeal Regulations: Regulations promulgated in accordance with S.C. Code Ann. §44-6-90, 10 S.C. Code of State Regs. §126-150 et seq. (2012, as amended) and S.C. Code Ann. §1-23-310 et seq. (1976, as amended).

South Carolina State Plan for Medical Assistance (State Plan): The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

SFY: State Fiscal Year

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as amended (42 U.S.C. §1396 et seq.).

USDHHS: United States Department of Health and Human Services

ARTICLE III

SCOPE OF SERVICES

The purpose of this Contract is to promote the continued development and implementation of a process for collaborative, local planning and resource management on behalf of Beaufort County youth, birth through age twenty-one (21), who are receiving or potentially needing residential therapeutic services. A number of Beaufort County agencies and organizations have formed a partnership, the Collaborative Organization of Services for Youth (COSY), under the auspices of the Beaufort County Human Services Alliance and CCBC.

COSY wishes to continue assuming responsibility and authority in planning services and in managing resources to enhance local service effectiveness in a fiscally responsible manner on behalf of Beaufort County youth who are receiving or needing residential therapeutic services. COSY seeks to limit the need of Beaufort County youth for out-of-county residential therapeutic services by providing effective, alternative services locally; to transition back to Beaufort County those youth already placed in out-of-county therapeutic environments when their needs can be appropriately addressed locally; to provide for individualized service planning, monitoring and funding for these youth in a cost-effective manner; and aid in the prevention of youth entering the system through the design and coordination of prevention programs and activities (such as COSY's Family Group Conferencing and Families First projects being funded by Beaufort County Council) and the provision of resource referral services.

CCBC shall perform the following minimum functions on behalf of COSY:

A. Administration

1. CCBC shall fiscally administer the administrative funds of the COSY process by:
 - a. Receiving and disbursing those funds that are to be maintained locally for the administration of the COSY process, in accordance with contractual agreements for the use of such funds and as authorized by the COSY Board;
 - b. Maintaining accounting records and supporting documentation in accordance with generally accepted accounting principles to reflect receipt and disbursement of COSY process's administrative funds;
2. CCBC shall provide administrative oversight of the COSY process's operation. In order to assure quality administrative oversight of the process, CCBC shall employ a COSY Facilitator and full-time administrative assistant who will facilitate the ability of COSY Board to budget and manage the resources of the COSY process in a cost-effective manner within the available funding allocation for the COSY process which will be used to access, purchase, or develop needed services for Medicaid eligible Beaufort County youth who are receiving or needing residential therapeutic services. The COSY Facilitator and administrative assistant will facilitate the COSY Board's ability to budget and manage COSY resources by:
 - a. Developing and maintaining individual budgets for each youth involved in the COSY process, as well as a total budget for the operation of the COSY process;
 - b. Analyzing paid claims for COSY-authorized residential therapeutic and related services in comparison to child-specific budgets to assure consistency with COSY-authorized expenditures and to promote future fiscal planning within unencumbered COSY allocations;
 - c. Maintain documentation regarding the Medicaid status of each youth in the COSY process.

B. Facilitation of COSY process Implementation

The COSY Facilitator, acting as liaison among the COSY partners, shall facilitate the ability of the COSY Board to carry out its responsibilities of managing resources, authorizing services for specific youth involved in the COSY process, and planning, overseeing, and enhancing service effectiveness for these Beaufort County youth. The COSY Facilitator will also assist the COSY Board in planning strategies that will enhance access to or availability of local therapeutic and related supportive services as alternatives to out-of-county residential therapeutic services, or to authorize residential therapeutic services when such services are needed by Beaufort County youth by:

1. Maintaining youth-specific service history information regarding the providers, type, duration, location and cost of services received by the youth involved in the COSY process;

2. Analyzing trends in service utilization by youth involved in the COSY process to project future services needed and related costs, as well as to identify needed service enhancements, expansions, or development;
3. Work with SCDHHS and designated state agencies to develop acceptable outcomes for youth involved in the COSY process;
4. Identifying and facilitating the resolution of barriers that impede collaborative efforts to improve outcomes for youth involved in the COSY process;
5. Conducting community education activities relative to the COSY process.
6. Facilitate and assist with the development of a local computer networking system;
7. Facilitate and assist in the implementation of confidentiality requirements for the sharing and transfer of information among agencies relative to the COSY process in accordance with 42 CFR 431, Subpart F (2012, as amended).
8. Facilitate the Family Group Conferencing and Families First processes as a means of assisting families to find their own solutions to problems.

C. Evaluation

With the support of CCBC, the COSY Facilitator will assist in the development, implementation, and report of results from the evaluation of the COSY process.

The report shall be submitted in the form of an annual report due within ninety (90) days after the close of the state fiscal year.

ARTICLE IV

SCDHHS RESPONSIBILITIES

SCDHHS shall provide administrative guidance and oversight to CCBC to enable CCBC to fulfill its responsibilities under this Contract. SCDHHS shall be responsible for the following:

A. Administrative Technical Assistance

1. Provide technical assistance with reimbursement, fiscal management and service tracking methodologies for the COSY process.
2. Provide technical assistance with billing requirements.
3. Provide technical assistance in the implementation and evaluation of the COSY process.

4. Provide technical assistance in facilitating the development of service contracts and/or memorandums of agreement to support the COSY process.

B. Medicaid Management Information System (MMIS)

SCDHHS shall review options to enhance MMIS capacity to track services, monitor service utilization, and facilitate reimbursements on behalf of youth involved in the COSY process.

ARTICLE V

CONDITIONS FOR REIMBURSEMENT BY SCDHHS

SCDHHS agrees to purchase from the CCBC and to pay for the services provided pursuant to this Contract in the manner and method herein stipulated:

A. Method of Reimbursement

SCDHHS shall reimburse CCBC on a monthly basis for actual allowable and documented costs incurred not to exceed the amount set forth in Appendix A incorporate herein. In the event that the projected total expenditures shall exceed the total amount reflected in Appendix A, a revised budget may be submitted to SCDHHS for review, possible approval and incorporated into this Contract by amendment prior to the end of the Contract period. Total reimbursement to CCBC shall not exceed Two Hundred Seven Thousand, Two Hundred and Thirty-Two Dollars (\$207,232), for year ending June 30, 2021 and Two Hundred Seven Thousand, Two Hundred and Thirty-Two Dollars (\$207,232) for year ending June 30, 2022. The total agreement shall not exceed Four Hundred Thousand Fourteen, Four Hundred and Sixty-Four Dollars (\$414,464), over the duration of the terms of this two (2) year contract ending June 30, 2022. CCBC shall submit an invoice for actual allowable costs incurred on a monthly basis no later than the thirtieth (30th) day of the month after services are rendered except for the month of June. All June monthly or quarterly billings must be submitted by July fifth (5th) for fiscal month thirteen (13) processing either as actual expenditures or best estimate. All final billings must be received within ninety (90) days of the end of the Contract period. Any invoices received after this period will not be paid without the approval of the SCDHHS Deputy Director of Long-Term Care and Behavioral Health.

All invoices shall be submitted to:

Bureau of Fiscal Affairs
South Carolina Department of Health and Human Services
Post Office Box 8206
Columbia, South Carolina 29202-8206

B. Non-Federal Share of Cost

CCBC agrees to transfer to the administrative control of SCDHHS state-appropriated funds and or funds derived from tax revenue allocated to CCBC representing the non-federal share of expenditures for administrative services. The funds representing the non-federal share of expenditures for administrative services shall be transferred to SCDHHS in advance of the submission of invoices for those services. SCDHHS may withhold reimbursement if the non-federal funds have not been received. The estimated annual amount of funds to be transferred to SCDHHS for State Fiscal Year SFY 2021 is One Hundred Three Thousand, Six Hundred and Sixteen Dollars (\$103,616), (See Appendix A); the actual amount transferred will be based on four (4) equal quarterly payments of Twenty Five Thousand, Nine Hundred and Four Dollars (\$25,904) per transfer due by the first (1st) day of the quarter. The final payment is due April 1, 2021. The estimated annual amount of funds to be transferred to SCDHHS for SFY 2022, One Hundred Three Thousand, Six Hundred and Sixteen Dollars (\$103,616) (See Appendix A); the actual amount transferred will be based on four (4) equal quarterly payments of Twenty Five Thousand, Nine Hundred and Four Dollars (\$25,904) per transfer due by the first (1st) day of the quarter. The final payment is due April 1, 2022. The first (1st) payment shall be due upon execution of the Contract. All state matching funds made available by CCBC must be in compliance with 42 CFR Part 433 Subpart B (2019, as amended). Any balance of transferred funds remaining at the end of the Contract period, after all claims have been paid, shall remain under the administrative control of SCDHHS. SCDHHS may at its discretion apply the balance to cover shortfalls in other matching fund accounts, overpayments, or debts owed by CCBC to SCDHHS under this Contract or as an advance for the non-federal share for the next Contract period in the event that this Contract is renewed. Funds shall be transferred to:

Bureau of Fiscal Affairs
South Carolina Department of Health and Human Services
Post Office Box 8297
Columbia, South Carolina 29202-8297

C. Cost Report

In lieu of filing an annual cost report, CCBC shall incorporate the following certification statement in each of its monthly reimbursement requests:

I do solemnly swear (or affirm) that I have examined the information contained in this request or report. That all information has been prepared from the books and records of CCBC. That the aforesaid information is true and correct to the best of my knowledge and belief; and, that no other request for reimbursement from other federal and/or state funds has been made nor has any other reimbursement been received, applied for, nor will they be applied for, for the services herein described. That CCBC has on file the proper documentation to support this request for reimbursement.

And, that the costs represented are true costs incurred during the period of this request.

This statement must be signed and dated by a finance person dually authorized by CCBC.

D. Third Party Liability

CCBC must make all reasonable efforts to pursue payment under any health insurance policy which covers a Beneficiary. Any insurance proceeds or payment must be shown on the Medicaid claim when submitted to SCDHHS. If SCDHHS has paid CCBC prior to the receipt of the insurance payment, CCBC shall refund the SCDHHS payment up to the amount of payment made by SCDHHS. CCBC shall contact the Director of Third-Party Liability, SCDHHS, regarding any contacts or requests for Beneficiary specific claim information or medical records that CCBC receives from any attorney or insurer. CCBC shall advise SCDHHS in writing of any third-party payer information or resources within ten (10) calendar days of acquiring such information. CCBC shall make available all financial records necessary for SCDHHS or its designee to determine if third party payments have been refunded to Medicaid in accordance with this Section. CCBC's failure to collect available third-party payments may result in SCDHHS' recoupment of such available payments from funds due to CCBC.

E. Public Funds as the State Share of Federal Financial Participation

To be considered as the State's share in claiming FFP, public funds must meet the conditions specified in accordance with 42 CFR § 433.51 (2019, as amended).

F. Donations

CCBC agrees to comply with 42 CFR 433 Subpart B, (2019, as amended), regarding any and all donations made by the CCBC pursuant to this Contract.

ARTICLE VI

RECORDS AND AUDITS

A. Accuracy of Data and Reports

The CCBC shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. CCBC shall not submit for payment any claims, invoices, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

The CCBC must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. The CCBC

further agrees to retain all financial and programmatic records, supporting documents, and statistical records and other records of Beneficiaries relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of four (4) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to this Contract) and for a period of four (4) years after last payment under this Contract, the CCBC shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, USDHHS, and/or their designee(s) shall have the right to audit, review, examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with the CCBC's Beneficiaries and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, the CCBC shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to the CCBC by certified mail.

2. Disallowances - Appeals

In the event the CCBC disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this Contract shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse the CCBC for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by the CCBC in any other administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

3. Disallowed Sums. Set-off

Any provision for appeal notwithstanding, the CCBC and SCDHHS agree that, should any audit(s) result in disallowance to the CCBC all funds due SCDHHS are payable upon notice to the Provider of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to the CCBC under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between the CCBC and SCDHHS, the disallowance shall be due and payable immediately upon notice to the CCBC of the disallowance.

4. Interest Provision

The CCBC and SCDHHS further agree that, in addition to the amount disallowed by audit being repaid to SCDHHS in accordance with this Section, the CCBC shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) calendar day following the date of receipt by the CCBC of the final audit report. The interest to be paid by the CCBC to SCDHHS shall be at the current prime rate plus two percentage (2%) points as established on the thirtieth (30th) calendar day following the issuance of the final report.

C. Ownership Information

In accordance with 42 CFR §455.104 (2019, as amended), the CCBC agrees to provide full and complete ownership and disclosure information with this Contract and to report any ownership changes within thirty-five (35) calendar days to SCDHHS, Division of Contracts. Failure by the CCBC to disclose this information may result in termination of this Contract.

D. Information Related to Business Transactions

The CCBC agrees to furnish to SCDHHS information related to significant business transactions as set forth in 42 CFR 455.105 (2019, as amended). Failure to comply with this requirement may result in termination of this Contract.

ARTICLE VII

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (Supp. 2000, as amended), and 2 CFR Part 182 (2019, as amended), this Contract is subject to immediate termination, suspension of payment, or both if the CCBC fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be canceled or terminated by SCDHHS at any time within the contract period if the CCBC, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to SCDHHS for audit disallowances pursuant to any previous contract between the parties or if the CCBC has failed to comply with the maintenance and inspection of records requirements of any previous contract between the parties.

E. Insolvency

This Contract is voidable and subject to immediate termination by SCDHHS upon the CCBC's insolvency, including the filing of bankruptcy proceedings. In the event the CCBC enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the CCBC agrees to furnish written notification of the bankruptcy to SCDHHS. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this Contract.

F. Termination for Loss of Licensure or Certification

In the event that the CCBC loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this Contract shall terminate as of the date of delicensure. Further, should the CCBC lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Contract shall terminate as of the date of such decertification.

G. Termination for Unauthorized Use of Staff Leasing Services Companies

This Contract may be canceled or terminated by SCDHHS at any time within the contract period should the CCBC engage the use of a Staff Leasing Services Company to perform any services required under this Contract without the express written consent of SCDHHS, in accordance with Article IX, Section W.

H. Termination by Either Party

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

I. Notice of Termination

In the event of any termination of this Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Contract is terminated pursuant to Sections C, D and/or H of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If this Contract is terminated pursuant to Sections A, B, E, and/or G of this Article, termination shall be effective upon receipt of such notice. If this Contract is terminated pursuant to Section F of this Article, terminations shall be effective upon the date set forth in the notice.

ARTICLE VIII

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations at 10 S.C. Code of State Regs. §126-150, et seq. (2012, as amended) and in accordance with the Administrative Procedures Act, S.C. Code Ann. §1-23-310, et seq. (1976, as amended). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S.C. Code Ann. §1-23-380, (1976, as amended).

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The CCBC agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.).
2. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, (45 CFR Part 80, 2019, as amended), which provide that the CCBC must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.
3. Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. §794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 2019, as amended).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. The Americans with Disabilities Act, (42 U.S.C. §12101 et seq.) and regulations issued pursuant thereto.
8. The Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (Supp. 2000, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2019, as amended).
9. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

B. Employees of CCBC

No services required to be provided under this Contract shall be provided by anyone other than the CCBC or with the prior approval of SCDHHS in accordance with Section V., the CCBC's subcontractor.

C. Information on Persons Convicted of Crimes

The CCBC agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (Title XX) or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106 (2019, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Insurance

The CCBC shall maintain, throughout the performance of its obligations under this Contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the CCBC or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this Contract. The CCBC shall be the named insured on the insurance policies required by this Section.

It shall be the responsibility of the CCBC to require any subcontractor to secure the same insurance as prescribed herein for the CCBC. In addition, the CCBC shall indemnify and save harmless SCDHHS from any liability arising out of the CCBC's untimely failure in securing adequate insurance.

coverage as prescribed herein. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal thereof.

E. Proof of Insurance

Any time, at the request of SCDHHS or its designee, the CCBC shall provide proof of insurance as required in the insurance section of this Article whereby the CCBC shall be the named insured on the insurance policy or policies.

F. Safeguarding Information

The CCBC shall safeguard the use and disclosure of information concerning applicants for or Beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F, (2019, as amended), SCDHHS' regulations at 10 S.C. Code of State Regs. §126 - 170, et seq., (2012, as amended), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

G. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

H. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

I. Debarment/Suspension/Exclusion

T The CCBC agrees to comply with all applicable provisions of 2 CFR Part 180 (2019, as amended) as supplemented by 2 CFR Part 376 (2019, as amended), pertaining to debarment and/or suspension and to require its subcontractors to comply with these same provisions to ensure that no party receiving funds from this Contract are listed on the government-wide exclusions in the System for Award Management (SAM).

J. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the CCBC becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a Beneficiary of or applicant for services, an employee of the CCBC or SCDHHS, and/or subcontractor or its employees, has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the CCBC directly to SCDHHS.

K. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section S of this Article.

L. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina both as to interpretation and performance.

M. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

N. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the CCBC of any provision of this Contract or the continued payment of the CCBC by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

O. Non-Waiver of Rights

SCDHHS and the CCBC hereby agree that the execution of and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

P. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by the CCBC shall be valid without the prior written consent of SCDHHS.

Q. Legal Services

No attorney-at-law shall be engaged through use of any funds provided by SCDHHS pursuant to the terms of this Contract. Further, with the exception of attorney's fees awarded in accordance with S.C. Code Ann. §15-77-300 (1976, as amended), SCDHHS shall under no circumstances become obligated to pay an attorney's fee or the costs of legal action to the CCBC. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature to which the CCBC is a party.

R. Attorney's Fees

In the event that SCDHHS shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this Contract, the CCBC shall and will pay to SCDHHS such attorney's fees as the court may adjudge reasonable in addition to the amount of judgement and costs.

S. Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

T. Amendment Due To The Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of the CCBC, when the amendment is due to

the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the CCBC of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

U. Extension

Prior to the end of the term of this Contract, SCDHHS shall have the option to extend or renew this Contract upon the same terms and conditions as contained herein, so long as the total contract period, including the extension, does not exceed five (5) years; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section S of this Article.

V. Subcontracts

Unless otherwise expressly authorized in writing, all services to be provided hereunder shall be provided by the CCBC directly and no subcontract for the provision of such services shall be entered into by the CCBC without the prior written approval of SCDHHS. Any subcontracts must be submitted to SCDHHS for written approval before reimbursement shall be made for services rendered thereunder.

W. Staff Leasing Services Companies

The CCBC shall not engage the services of any Staff Leasing Services Company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this Contract without the express written consent of SCDHHS. Unauthorized use of a Staff Leasing Services Company by the CCBC to fulfill the terms and conditions of this Contract may result in termination of the Contract.

X. Copyrights

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

Y. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. The CCBC shall take necessary steps to insure or protect Beneficiaries, itself, and its personnel. The CCBC agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

Z. Procurement Code

When applicable, the CCBC must comply with the terms and conditions of the South Carolina Consolidated Procurement Code.

AA. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

BB. Equipment

Equipment is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000) or more. Title to all equipment purchased with funds provided under this Contract shall rest with the CCBC as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, SCDHHS shall be notified and instructions will be issued by SCDHHS pertaining to the disposition of the property.

CC. National Provider Identifier

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) requires that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D), and if GHSDEC is a covered health care provider as defined in 45 CFR §162.402, GHSDEC agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. GHSDEC also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

DD. Employee Education about False Claims Recovery

If GHSDEC receives annual Medicaid payments of at least Five Million Dollars (\$5,000,000), GHSDEC must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, Employee Education about False Claims Recovery.

CC. HIPAA Business Associate

Individually identifiable health information is to be protected in accordance with Insurance Portability and Accountability Act of 1996 (HIPAA) as agreed upon in Appendix B.

FF. Indemnification-Third Party Claims

Notwithstanding any limitation in this Contract, the CCBC shall defend and indemnify SCDHHS and all its respective officers, agents, and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arises out of, or result in any way from, any defect in goods or services acquired hereunder or from any act or omission of the CCBC, its

subcontractors, their employees, workmen, servants, or agents. The CCBC shall be given written notice of any suit or claim. SCDHHS shall allow the CCBC to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the CCBC to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) the CCBC, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. The CCBC shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the CCBC defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

GG. CCBC Responsibility

If under the terms of this Contract CCBC makes any decisions, determinations or takes any actions on behalf of SCDHHS, then CCBC shall be responsible for evidentiary support of its decisions, determinations or actions in any proceeding or claim asserted against SCDHHS related to such decision, determination or action. If required by SCDHHS, CCBC shall be responsible for retaining legal counsel to diligently and capably provide such defense. This responsibility includes, but is not limited to, any appeals before the SCDHHS Division of Appeals and Hearings.

HH. Open Trade

During the Contract term, including any renewals or extensions, CCBC will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

11. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

JJ. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, SCDHHS and the CCBC, by their authorized agents, have executed this Contract as of the first day of July 2020.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES
"SCDHHS"

BY: _____
T. Clark Phillip
Acting Director

L COUNTY COUNCIL OF BEAUFORT
COUNTY
"CCBC"

BY: _____

Authorized Signature

(Uc
Print Name

L Gr a

WITNESSES:

WITNESSES:

Cheryl Harris
[Signature]

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APPENDIX A
BUDGET
COUNTY COUNCIL OF BEAUFORT COUNTY (CCBC)

JULY 1, 2020 - JUNE 30, 2022 ..

<u>TOTAL FEDERAL</u>	<u>TOTALCCBC</u>	<u>TOTAL FUNDS</u>
\$103,616	\$103,616	\$207,232

JULY 1, 2020 - JUNE 30, 2022

<u>TOTAL FEDERAL</u>	<u>TOTALCCBC</u>	<u>TOTAL FUNDS</u>
\$103,616	\$103,616	\$207,232

APPENDIX B HIPAA BUSINESS ASSOCIATE AGREEMENT

A. Purpose

Business Associate agree to the terms of this Agreement for the purpose of protecting the privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPM) in performing the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract between the parties.

B. Definitions

General Statement

The following terms used in this Agreement shall have the same meaning as those terms in the HIPM Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, protected health information, Required by Law, Secretary, Subcontractor, Unsecured protected health information, and Use.

Specific definitions

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [Insert Name of Business Associate].
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean SCDHHS.
- (c) HIPAA Rules. "HIPM Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) Security incident. "Security incident" shall generally have the same meaning as the term "security incident" at 45 CFR 164.304.

C. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a.)-Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b.) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c.) Submit system and program information to the Privacy Official, upon request, to document and verify compliance with federal and state privacy rules and regulations;

(d.) Report to the Privacy Official of the Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within 72 hours of discovery;

(e.) Notwithstanding the requirements of 45 CFR 164.410, Business Associate shall notify the Privacy Official of the Covered Entity of potential breaches within 72 hours of discovery and keep the Privacy Official of the Covered Entity informed in their breach determination process;

(f.) Unless otherwise directed by Covered Entity, Business Associate shall be responsible for breach notifications to individuals, the US DHHS Office of Civil Rights (OCR), the media, and Consumer Affairs, if applicable, on behalf of Covered Entity and shall include Covered Entity's designee as part of the breach response team;

(g) For breaches resulting from the action or inaction of Business Associate, or its subcontractors, surrounding the use, receipt, storage, and/or transmission of PHI and PII under this Agreement, be responsible for any and all costs, damages, liabilities, expenses, fines, and/or penalties;

(h.) In accordance with 45 CFR 164.502(e)(1) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements, to include reporting and notification requirements, that apply to the Business Associate with respect to such information;

(i) All reporting or notifications requirements pursuant to letters (d), (e), (f), (g) and (h) above, should be submitted using the "Incident Reporting for Business Associates" form, addressed to the Privacy Official of the Covered Entity, by email to privacyoffice@scdhhs.gov. Additional contact information for the Privacy Official is:

South Carolina Department of Health and Human Services
 Privacy Office
 Post Office Box 8206
 Columbia, SC 29202-8206
 Phone: (803) 898-2034
 Fax: (803) 255-8276

U) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(k) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(l) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity, or an individual if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(m) Notify Covered Entity within five (5) business days of receipt of any request covered under paragraphs U), (k) or (l) above;

(n) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(o) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

D. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract to which this Agreement is appended, including, if applicable, authorization to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c) and follow additional guidance provided by US DHHS in "Guidance Regarding Methods for De-identification of protected health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule" found at <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/index.html>.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to limit uses, disclosures, and requests for protected health information to the minimum necessary to accomplish the intended purpose of

the use, disclosure, or request according to the HIPAA Privacy Rule.

- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- (e) Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the individual to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the individual, and the individual notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate may not disclose or duplicate protected health information identified by Covered Entity as provided by the Social Security Administration (SSA) without written approval and permission from SSA. If the need for such disclosure and/or duplication arises, Business Associate must notify Covered Entity and work with Covered Entity to obtain approval and permission from SSA.

E. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of and shall terminate on the effective and termination dates of the Contract to which this Agreement is appended, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within thirty (30) calendar days.

(c) Obligations of Business Associate Upon Termination.

(1) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, if agreed to by Covered Entity, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information.

(2) In the event that Business Associate determines that returning or destroying the protected health information is not practical or possible, Business Associate shall notify Covered Entity of the conditions and reasons return of the protected health information is not practical or possible. Upon concurrence by Covered

Entity that return is not practical, Business Associate shall:

- i. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information; and
- iv. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section D of this Appendix.

(3) Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by any subcontractors.

(4) Business Associate shall transmit the protected health information to another Business Associate of the Covered Entity at termination, upon receipt of a written request from the Covered Entity.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

F. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(c.) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 5.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION TO ESTABLISH THE BEAUFORT COUNTY LOCAL ACCOMMODATION TAX AND LOCAL HOSPITALITY TAX FY25 LIST OF COUNTY PROJECTS.
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee NOVEMBER 25, 2024
PRESENTER INFORMATION:
John Robinson, ACA Public Safety 10 minutes
ITEM BACKGROUND:
August 26, 2024, County Council approved Local Hospitality Tax and Local Accommodations Tax budgets for Fiscal year 2024-2025 (ORD 2024/31 and ORD 2023/30). The Local Hospitality Tax budget included \$4,975,000 for County Projects, the Local Accommodations Tax budget included \$2,900,000 for County projects, totaling \$7,875,000. These funds were appropriated for tourism-related county projects.
PROJECT / ITEM NARRATIVE:
The list of projects presented incorporates incomplete County projects previously funded via Local A-Tax and Local H-Tax from FY 21 through FY 23, as well as unfunded Capital Projects which qualify and are consistent with County Council Strategic Planning goals. Staff received funding requests from qualifying departments, then met to prioritize project needs.
FISCAL IMPACT:
None- All projects must be properly procured and come back to committee and council as appropriate prior to funds being committed. Dollars amounts listed in the schedule are estimates which must be fully vetted via the planning and procurement process.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Resolution to establish the Local Accommodations TAX and Local Hospitality Tax FY 25 list of county projects to be funded by these funds.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the approval of a Resolution to adopt the Local Accommodations and Hospitality FY 25 Schedule of County Projects. Next steps - Move forward to Council for approval on December 9, 2024

RESOLUTION 2024/

A RESOLUTION ESTABLISHING THE BEAUFORT COUNTY LOCAL ACCOMMODATION AND HOSPITALITY TAX FY25 LIST OF PROJECTS.

WHEREAS, the Beaufort County Council (“Council”) finds that it is in the best interest of Beaufort County (“County”) to establish a schedule of projects for the use of appropriated Local 3% Accommodation Tax and Local 2% Hospitality Tax dollars; and

WHEREAS, the current Beaufort County Accommodations Tax and Hospitality Tax Ordinances were amended on June 17, 2024; and

WHEREAS, the Council approved 2024-2025 Accommodation Tax and Hospitality Tax Appropriations budget; and

WHEREAS, the County staff have drafted the Beaufort County Local Accommodations Tax and Local Hospitality Tax FY 25 list of projects “Exhibit A,” attached hereto and incorporated herein by reference, in order to address the needs and desires of the County.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby adopts Beaufort County Local Accommodations Tax and Local Hospitality Tax FY 25 List of Projects provided in Exhibit A, attached hereto and incorporated herein by reference.

This Resolution shall be effective upon approval by County Council.

Dated this 9th day of December 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Exhibit A

Beaufort County Local Accommodations and Local Hospitality Tax FY 25 List of Projects

The total available dollars from the A/H Tax approved budgets for County designated projects is \$7,870,000.00. Additionally, the Okatie River Park was approved for \$1,052,824 and Workforce Housing was appropriated an amount up to \$300,000 for workforce housing in Ordinance 2024/30. The list of projects in Exhibit A includes some projects previously funded but not yet completed from FY 2021-2022 (FY 22), FY 2022-2023 (FY 23). No projects were awarded in FY 2024. The dollars amount listed for new projects listed in Exhibit A are estimated. Each project must be properly vetted and processed through our procurement process, then they will be brought forth to the appropriate committee and council for approval of each project expenditure.

Currently Approved/Funded Projects: Encumbered

Okatie River Park	funded by ORD 2024/30 A-tax	\$1,052,824.00
Regional Housing Trust Fund contribution A-Tax		\$ 300,000.00
Funded via ORD 2024/30		

New Projects for Approval:

Alljoy Boat landing repairs		
\$1.1 million awarded via ORD 2022/14 A-Tax funded balance		\$ 519,356.00
Alljoy Boat Landing/Parking Design		\$ 350,000.00
Broad River Fishing Pier		\$ 580,000.00
Design/Safety Improvements		
Wimbee Creek Fishing Pier		
Landing Demo/design (safety concern)		\$ 750,000.00
Factory Creek Fishing Pier Repair (Safety concern)		\$ 350,000.00
Station Creek Buddy and Zoo		
Floating Dock design and repair (Safety concern)		\$ 700,000.00
Marine Structure Inspections (Safety concern)		\$ 400,000.00

Daufuskie Island Beach access restoration	\$ 250,000.00
Daufuskie Island Beach Road Public Bathrooms	\$ 500,000.00
Bermuda Bluff Passive Park	\$ 650,000.00
Rail Trail Ribaut Road Crossing Design	\$ 125,000.00
Daufuskie Island Melrose Dock Design and reconstruction project	<u>\$ 1,500,000.00</u>
Total	\$6,674,356.00

Total of proposed projects as listed \$6,674,356.00; leaving a balance of \$ 1,200,644.00 of appropriated funds to be reserved for project contingencies, or additional project opportunities.

ORDINANCE 2024/30

AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL ACCOMMODATIONS TAX

WHEREAS, Beaufort County (“County”) collects and administers a 3% local accommodations tax pursuant to S.C. Code Sections 4-9-30 and 6-1-500 and as provided in Beaufort County Code Sec. 66-41, hereinafter referred to as “Local A-Tax”; and

WHEREAS, the Local A-Tax revenues shall only be used for the exclusive purposes provided in Beaufort County Code Sec. 66-44(a), must be allocated pursuant to Beaufort County Code Sec. 66-45, and in accordance with Beaufort County Code Sec. 66-44(b) authorization to utilize Local A-Tax funds shall be by ordinance adopted by the Beaufort County Council; and

WHEREAS, based on historical amounts, the County has projected that Fiscal Year 2024-2025 (“FY25”) will produce \$2,202,900 (“Projected Revenue”) in revenue from the Local A-Tax. Additional available funds consist of \$3,009,924 of prior year fund balance and \$40,000 of estimated interest income; and

WHEREAS, in accordance with the applicable Beaufort County Code Sections, the County desires to have Local A-Tax collected and appropriated during the entire term FY25. Based on the Projected Revenue and other available funds as stated above, the Local A-Tax funds for FY25 shall be appropriated as follows:

1. An amount not to exceed \$300,000 for workforce housing after the required study has been completed.
2. Twenty (20%) Percent for emergency contingency and on the effective date of this ordinance the required \$1,000,000 maximum has been met. The allocation provided in this Section shall only be allocated if at any time the emergency contingency funds are below the \$1,000,000 maximum balance established in Beaufort County Code Section 66-45.
3. An amount not to exceed \$1,052,824 for the construction of, improvements to, or maintenance of the Okatie River Park.
4. An amount not to exceed \$2,900,000 for Beaufort County tourism-related projects pursuant Beaufort County Code Section 66-44(a)(1) – (9).
5. An amount not to exceed \$1,000,000 for tourism-related projects pursuant to Beaufort County Code Section 66-44(a)(1) – (9).

WHEREAS, the future appropriation of Local A-Tax funds for specific projects under the categories set forth above may be approved by County Council by way of a resolution; and

WHEREAS, this Ordinance shall be retroactively be effective on July 1, 2024, and all funds collected starting on July 1, 2024, shall be appropriated as described herein; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to appropriate funds as described above for FY25.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that revenue from the Beaufort County Local Accommodations Tax shall be appropriated as stated herein for Fiscal Year 2024-2025.

DONE this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY



Joseph Passiment, Council Chairman

ATTEST:

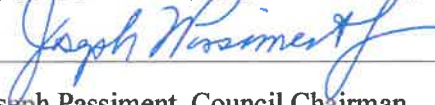


Sarah Brock, Clerk to Council

SECTION 2. This Ordinance shall become effective on July 1, 2024.


Ordered in a meeting duly assembled on this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY



Joseph Passiment, Council Chairman

ATTEST:



Sarah Brock, Clerk to Council

First Reading: June 24, 2024 / 11:0

Second Reading: July 15, 2024 / 10:0

Public Hearing: August 26, 2024

Third Reading: August 26, 2024 / 11:0

ORDINANCE 2024/31**AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL HOSPITALITY TAX**

WHEREAS, Beaufort County (“County”) collects and administers a 2% local hospitality tax pursuant to S.C. Code Sections 4-9-30 and 6-1-700 and as provided in Beaufort County Code Sec. 66-531, hereinafter referred to as “Local H-Tax”; and

WHEREAS, Local H-tax revenues shall only be used for the exclusive purposes provided in Beaufort County Code Sec. 66-534(a) and in accordance with Beaufort County Code Sec. 66-534(b) authorization to utilize Local H-Tax funds shall be by ordinance adopted by Beaufort County Council; and

WHEREAS, based on historical amounts, the County has projected that Fiscal Year 2024-2025 (“FY25”) will produce \$3,040,000 (“Projected Revenue”) in revenue from the Local H-Tax. Additional available funds consist of \$3,995,000 of prior year fund balance and \$40,000 of interest revenue; and

WHEREAS, in accordance with the applicable Beaufort County Code Sections, the County desires to have Local H-Tax collected and appropriated during the entire term of FY25. Based on the Projected Revenue and other available funds as stated above, the Local H-Tax funds for FY25 shall be appropriated as follows:

Advertising	\$ 100,000
Beaufort County Projects	\$ 4,975,000
Tourism Projects	\$ 1,000,000
Transfer Out to General Fund	<u>\$ 1,000,000</u>
Total for FY25:	\$ 7,075,000

WHEREAS, the future appropriation of Local H-Tax funds for specific projects under the categories set forth above may be approved by County Council by way of a resolution; and

WHEREAS, this Ordinance shall be retroactively be effective on July 1, 2024, and all funds collected starting on July 1, 2024, shall be allocated as described herein; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to allocate funds as described above for FY25; and

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that revenue from the Beaufort County Local Hospitality Tax shall be appropriated as stated herein for Fiscal Year 2024-2025.

DONE this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY



 Joseph Passiment, Council Chairman

ATTEST:


Sarah Brock, Clerk to Council

First Reading: June 24, 2024 / 11:0

Second Reading: July 15, 2024 / 10:0

Public Hearing: August 26, 2024

Third Reading: August 26, 2024 / 11:0



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 6.

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT OPERATIONAL GRANT AWARD FROM THE COASTAL COMMUNITY FOUNDATION’S BEAUFORT FUND GRANT PROGRAM
MEETING NAME AND DATE:
Finance, Administration, and Economic Development November 25, 2024
PRESENTER INFORMATION:
Ben Boswell, Director Human Services 5 minutes
ITEM BACKGROUND:
The Southern Lowcountry Regional/Beaufort Fund Grant Program provides support across program areas, based on the service area of the applicant, in Beaufort, Colleton, Hampton, and Jasper counties. Operational Grants are awarded to non-profits (including government agencies) that have been in existence for at least five years or have a budget of more than \$300,000 and have applied to the Beaufort Fund at least once in the past.
PROJECT / ITEM NARRATIVE:
<p>The Beaufort County Human Services Department works in close partnership with eligible families to coordinate services, collaborating with key stakeholders such as state agencies, local government bodies, the school district, non-profit organizations, and other entities both public and private. Engaging families in decision-making is crucial for creating tailored and effective support plans, as their insights ensure services are relevant and comprehensive. This involvement fosters empowerment, better communication, and stronger relationships, leading to improved and sustainable outcomes for participants.</p> <p>Collaborative service coordination is vital for delivering comprehensive, efficient, and effective support to youth and other program participants. It enhances resource accessibility, improves communication, and ensures a holistic approach to service delivery, ultimately leading to better and more sustainable outcomes for individuals and communities.</p>
FISCAL IMPACT:
Receipt of \$14,000 to be applied to the Beaufort County Human Services Department (“Contributions” 2503-50-0000-47030).
STAFF RECOMMENDATIONS TO COUNCIL
<i>Staff recommends acceptance of the grant award.</i>
OPTIONS FOR COUNCIL MOTION:
Motion to accept the \$14,000 operational grant award from the Coastal Community Foundation’s Beaufort Fund Grant Program or Motion to decline the \$14,000 operational grant award from the Coastal Community Foundation’s Beaufort Fund Grant Program.

RESOLUTION 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT OPERATIONAL GRANT AWARD FROM THE COASTAL COMMUNITY FOUNDATION'S BEAUFORT FUND GRANT PROGRAM**

WHEREAS, the Coastal Community Foundation works to create communities rich in equity, opportunity, and well-being by uniting people and investing resources so that all community members have a pathway to achieve their goals; and

WHEREAS, the Coastal Community Foundation's Beaufort Fund Grant Program was established to serve the Southern Lowcountry region, including Beaufort, Colleton, Hampton, and Jasper counties; and

WHEREAS, the Beaufort County Human Services Department was awarded a \$14,000 grant to continue providing collaborative services that engage families in decision-making crucial for creating tailored and effective support plans that foster empowerment, better communication, and stronger relationships, leading to improved and sustainable outcomes for participants; and

WHEREAS, the Beaufort County Human Services Departments represents and warrants that it meets applicable standards to receive such funds collaborative service coordination;

NOW, THEREFORE, BE IT RESOLVED, at a duly called meeting of Beaufort County Council, that the County Administrator is hereby provided the authority necessary to accept the aforementioned grant from the Coastal Community Foundation's Beaufort Fund.

Adopted this _____ day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

General Operating

2024 - Southern Lowcountry Regional/Beaufort Fund

Beaufort County Human Services Department

Mr. Fred E. Leyda	cosy@uscb.edu
1905 Duke St, Room 200	O: 843-473-5051
PO Drawer 1228	M: 843-694-1008
Beaufort, SC 29901-1228	

Mr. James B Boswell

Physical: 1905 Duke Street, Room 200	bboswell@bcgov.net
Mailing: PO Drawer 1228	O: 843-255-6050
Beaufort, SC 29901-1228	M: 843-986-7993

Application Form

Introduction

General Information

The Southern Lowcountry Regional/Beaufort Fund Grant Program provides support across program areas, based on the service area of the applicant, in Beaufort, Colleton, Hampton, and Jasper counties. Nonprofits can apply for one of multiple funding categories for The Beaufort Fund.

Funding requests may be for either general operating support or for specific project/program support.

All application materials, including budget, must be submitted online by **Monday, June 3, 2024 at 11:59 PM** to be considered for grant support.

Eligibility

For all competitive funding categories listed below, applications are accepted from organizations that a.) are recognized by the I.R.S. as a non-profit, being either a government agency, a recognized house of worship, or an organization exempt from income tax with a 501(c)(3) designation and b.) do not discriminate on the basis of age, sex, religion, race, color, sexual orientation, national/ethnic origin or disability. Requests will be accepted from public and private schools only if the applicant can show clear evidence of collaboration with another organization in the community, in both the program's development and access to services.

Grants to animal advocacy or care organizations, politically affiliated or focused nonprofits and grants for capital campaigns will not be considered.

Grant Categories

- Genesis - This category is for nonprofits with budgets generally **under \$300,000**. Maximum grant award for this category is \$10,000.
- First Time Applicants - This category is for nonprofits with budgets **\$300,000 or more** and have *not* previously applied for funding from the Beaufort Fund. Maximum grant award for this category is \$15,000.
- Operational Grants - This category is for nonprofits that have been in existence for at least five years or have a budget of **more than \$300,000** and have applied to the Beaufort Fund at least once in the past. Maximum grant award for this category is \$25,000.

Questions?

If you have specific program questions about the Southern Regional Lowcountry/Beaufort Fund process, please contact Amy Page at amy@coastalcommunityfoundation.org or if you have technical questions about the application portal, mail to: Kristi Wallace at kristi@coastalcommunityfoundation.org.
<mailto:kristi@coastalcommunityfoundation.org>

Instructions

Review Criteria

CCF grants committees are composed of volunteer community members who use a rubric to assess each application. This committee will be assessing applications based on the criteria below. Please feel free to reach out to staff for clarification on a given category if needed.

- Capacity: This area relates to an organization's capacity (financial, personnel, leadership) to achieve its mission, as relevant for this proposal.
- Impact: This area demonstrates how effectively the described methods will address the community need.
- Measure of Success: This area demonstrates the ability to measure success using the proposed metrics.

Character Guide

Our granting portal requires a set character limit on all text questions. Below is a guide to help you understand character counts.

10,000 characters = 1,600 words or 3.5 pages single-spaced
7,000 characters = 1,200 words or 2.5 pages single-spaced
5,000 characters = 800 words or 1.5 pages single-spaced
3,500 characters = 575 words or 1 page single-spaced
1,500 characters = 250 words or .5 page single-spaced
500 characters = 80 words
250 characters = 40 words

Collaborate Feature

You can collaborate on your application using the [blue Collaborate button](#) in the upper right hand corner. The collaborator feature allows applicants to work together on a single request. Once the form is opened in the process, there is an option to invite collaborators to the request in the top right corner of the page. A pop-up will then prompt to enter the email address of the person you're inviting to collaborate, type a message, and select the permission level (view, edit, or submit) for the collaborator.

- Multiple applicants from an organization need to work together on a request.
- An applicant needs someone else to upload a document, fill out certain questions, or sign off on their request (e.g. a fiscal sponsor, executive director).
- An applicant needs an efficient way for someone else to view and (in some cases) submit their request.
- An organization works with a grant writer.
- An organization has a new staff member who would like to submit a request.

Applicant Information

Organization name:*

This should be your organization's legal name. If you go by a different name, please note that here as well.

Beaufort County Human Services Department

Are you using a fiscal sponsor for this proposal?*

Fiscal Sponsors are generally used by organizations who do not yet have their own 501(c)(3) charitable status. If you can receive tax-deductible contributions independently, you would answer "no" here.

No

Mailing address (if different):

You can see the address associated with your account on your dashboard, or at the top of this request. If the address you'd like a potential grant check mailed to is different from address, please include the street address, city, state and zip code here.

If you would like to opt in to electronic payments, you can submit your ACH information at this secure link and leave this field blank. If you have already submitted ACH information, you can leave this field blank.

Human Services Department, PO Drawer 1228, Beaufort, SC 29901-1228

Organization general phone number (if different):

You can see the general phone number associated with your organization's account on your dashboard, or at the top of this request, under the "Organization" heading on the right. If the phone number is incorrect, please update it here and we will update our records accordingly.

8439867993

Website address:

<https://www.beaufortcountysc.gov/human-services/>

Is the primary contact for this proposal different from the account holder?*

Please note that the system automatically generates some emails, which will go to the account holder regardless of the contact information you provide within the application. Please alert the account holder that they should still monitor the email associated with the account for information related to this grant, though we'll do our best to use the Primary Contact information provided here for the majority of our communications.

No

Organization's Mission Statement:*

This should be a one to two sentence summary of your organization's purpose.

The mission of the Beaufort County Human Services Department is to support all residents by leading policy innovation, inspiring collaborative solutions, and facilitating partnerships to improve quality-of-life.

How much are you requesting from the Beaufort Fund?*

Please note, maximum request amounts : Applications in the Genesis category can request up to \$10,000. Applications in the First Time category can request up to \$15,000. Applications in the Operational category can request up to \$25,000.

\$25,000.00

Did you receive funding from the Beaufort Fund last year?*

Yes

If yes, how much?

\$15,000.00

Eligibility for many of our funding programs is determined in part by the geographical area you serve. Our general rule is that at least 25% of your population for this proposal will need to be in a given county to be considered eligible for those programs.

For this request, what percentage of your work is focused in Beaufort County?*

76-100%

For this request, what percentage of your work is focused in Colleton County?*

0-24%

For this request, what percentage of your work is focused in Hampton County?*

0-24%

For this request, what percentage of your work is focused in Jasper County?*

0-24%

Annual Budget of the Organization:*

\$650,999.00

What is your organization's focus area?*

Social Justice

Service Population Demographics:*

Please include overall demographics, to include race, gender, and disability as appropriate, as well as any specific geographic regions within the county/counties, including specific data points if possible.

Program: Collaborative Organization of Services for Youth (COSY)

Target Population: Beaufort County families with children and youths, ages 5 through 21, who are receiving or may need residential therapeutic services.

Total cases, July 1, 2023 - May 6, 2024: 63

Active cases (as of May 6, 2024): 40

Demographics, July 1, 2023 - May 6, 2024

Child/Youth Age Distribution:

Age 0-5: 0%

Age 6-12: 27%

Age 13-18: 74%

Age 19+: 1.5%

Child/Youth Racial Distribution:

Black: 16%

White: 16%

Hispanic or Latino: 1.5%

Other: 5%

Child/Youth Gender Ratio:

Male: 65%

Female: 35%

Service Area Ratio:

Northern Beaufort County: 73%

Southern Beaufort County: 27%

Disability: Many of the children involved in COSY have 504 Plans, IEPs, and other supportive services in place for a wide variety of disabilities. A representative from Beaufort County Disabilities and Special Needs Department is an integral member of the COSY team. She is incredibly knowledgeable about the services that the South Carolina Department of Disabilities and Special Needs (DDSN) makes available statewide. Often, families involved with COSY are encouraged to go through DDSN's eligibility process to see if their child may qualify for additional services, such as respite, personal care assistance, case management, and more.

Program: Universal Staffing Team (UST)

Target Population: Families who are expecting and/or raising children from birth to age five.

Cases staffed, July 1, 2023 - April 23, 2024: 41

Demographics, July 1, 2023 - April 23, 2024

Parents/Caregivers' Age Distribution:

15-17: 12%

20+: 88%

Parents/Caregivers' Racial Distribution:

Black: 46%

White: 27%

Hispanic or Latino: 17%

Other: 10%

Parents/Caregivers' Gender Ratio:

Male: 2%

Female: 98%

Service Area Ratio:

Northern Beaufort County: 73%

Southern Beaufort County: 27%

Disability: The UST often makes referrals to BabyNet, South Carolina's interagency early intervention system for infants and toddlers under three years of age with developmental delays or conditions associated with developmental delays. Representatives from the Beaufort County Department of Disabilities and Special Needs as well as Beaufort County School District's Family Early Childhood Services team also serve on the UST. In fact, Beaufort County School District's "child find developmental screenings" often result in referrals to the UST for the purpose of connecting families with supportive resources.

Information Related to this Request

Project Title*

If you are requesting general operating support, please enter "General Operating" here. If requesting project specific support, include the name of the project here.

General Operating

For which grant category are you applying?*

Please read the below criteria before making your selection.

- **Genesis** - This category is for nonprofits with budgets generally under \$300,000. Maximum grant award for this category is \$10,000.
- **First Time Applicants** - This category is for nonprofits with budgets \$300,000 or more and have *not* previously applied for funding from the Beaufort Fund. Maximum grant award for this category is \$15,000.
- **Operational Grants** - This category is for nonprofits that have been in existence for at least five years or have a budget of more than \$300,000 and have applied to the Beaufort Fund at least once in the past. Maximum grant award for this category is \$25,000.

Operational

Please provide a summary of typical organizational activities:*

Please include a description of your methodology, as well as your impact. If your proposal will support a specific program, please focus on the proposed program in your summary.

The Beaufort County Human Services Department's overarching goals involve identifying barriers to service, developing solutions, and influencing long-term policy change to ensure all residents can access the services necessary to maintain a high quality of life. The Department strives to accomplish these goals by 1) facilitating collaborative processes (UST, COSY, and COSA) that engage local organizations and state-sponsored departments that provide services to individuals, from conception to death, and their families, 2) sponsoring monthly continuing education workshops to educate and empower local human service providers, 3) promoting family group decision-making by hosting meetings (conferences) involving vulnerable adults, their families, and human service providers, and 4) addressing housing insecurity and homelessness.

For almost 30 years, the Beaufort County Human Services Department has been convening a cross-section of agency staff, service providers, and citizens committed to effectively meeting the needs of Beaufort County families and children ages 5 to 21. The Collaborative Organization of Services for Youth (COSY) is a multidisciplinary process that combines expertise from the referred families and human service professionals in Beaufort County to address the most complex and challenging situations. Together, they develop collaborative service plans for Beaufort County Youth who are receiving, needing, or at risk of needing residential therapeutic services. Since 1995, COSY has connected an average of 70 children and their families per year with local resources, facilitated coordination between involved agencies, and offered hope. Please see the Additional Information section below for more information about COSY's client population, impact, objectives, and Beaufort County Human Services Department staff's involvement.

Approximately twenty years ago, local leaders proposed a collaborative process tailored to the needs of expecting parents and children under five. Thus, emerged the Universal Staffing Team (UST), which Beaufort County Human Services staff facilitates. Representatives of 13 local agencies specializing in parent education,

home visitation, and early intervention make up the UST. Like COSY, the UST works together to reduce duplication while promoting families' access to all available resources. The team meets twice a month and engages with approximately 70 families yearly, many of whom face challenges related to poverty and injustice. Team members encourage early intervention to ensure that infants and young children meet the developmental milestones necessary for success in kindergarten. They also encourage screenings for special and medical needs and make referrals to appropriate services, including parent education. The UST sometimes discusses the same case twice or three times if the team's ongoing input is desired.

Based on their experiences with COSY and the UST, department staff and local leaders envisioned a collaborative process, which they called COSA (the Collaborative Organization of Services for Adults), focused on adults who could benefit from coordinated services. Some of the primary concerns that the COSA process addresses include substance use disorders, mental health concerns, repeated incarceration, multiple hospital visits, employment challenges, and homelessness. Agencies that work with people over 18 years of age, as well as partners that also assist children, participate in this team. As they do for UST and COSY, the COSA partner agencies submit referrals to Beaufort County Human Services Department staff, who convene the group for collaborative services planning.

Since 2016, trained facilitators have worked with the Beaufort County Human Services Department to host an average of 75 family group conferences yearly.

Within the last two years, the Beaufort County Human Services Department hired a full-time Outreach Specialist to address homelessness and housing insecurity in our community. Within the last year, she launched a Residential Empowerment Coalition that engages representatives from multiple community organizations in the development of consolidated and consistent community-wide responses to housing insecurity and homelessness. The Outreach Specialist utilizes a Homeless Management Information System in coordination with the U.S. Department of Housing and Urban Development (HUD), performs an annual point-in-time count of unsheltered individuals in Beaufort County, and is in the process of developing rapid-rehousing programs to help individuals find shelter as quickly as possible. Notably, the work focused on housing has engaged volunteers and professionals from across the County and diverse sectors, which has resulted in a greater impact.

As new challenges and opportunities arise, the Beaufort County Human Services Department strives to influence policymaking, identify funding opportunities, and advocate for community members' well-being.

Describe your key partnerships, and explain how they help increase your organization's impact:*

If applying for funding for a specific project, please focus on partnerships relevant to that program.

To facilitate collaborative processes that efficiently connect individuals with services, the Beaufort County Human Services Department works closely with the SC Dept. of Juvenile Justice, Beaufort Housing Authority, Beaufort County Alcohol and Drug Abuse Dept., SC Dept. of Vocational Rehabilitation, Beaufort County Detention Center, S.C. Cass Elias McCarter Guardian ad Litem, SC Dept. of Social Services, Beaufort County Dept. of Disabilities and Special Needs, SC Continuum of Care, SC Dept. of Mental Health, United Way of the Lowcountry, Beaufort Memorial Hospital, Beaufort County School District, Beaufort-Jasper Economic Opportunity Commission Head Start / Early Head Start, PASOs, Beaufort Jasper Hampton Comprehensive Health Services, Beaufort Pediatrics, CAPA, and First Steps. Trusting and respectful relationships between Department staff, partner agencies' representatives, community-based professionals, and other engaged citizens facilitate efficiency and maximize positive results.

How much do you anticipate being able to accomplish during the grant period?*

Please identify the measures you will use to track this information.

Through the collaborative processes, monthly in-service trainings, family group conferences, and housing access initiatives, the Beaufort County Human Services Department will engage with approximately 250 families, 500 human service professionals and volunteers, and 50 collaborative partners.

Our department securely stores client information, tracks engagement, and analyzes impact. We log the number of collaborative meetings held, the variety and number of agency representatives present, the number of cases discussed at each meeting, the length of time a family is involved with a collaborative process from referral to closure date, the referrals made for which services when and how often, and the number and types of interactions with and on behalf of each family. As a result of the Department's efforts, we anticipate that Beaufort County agencies will duplicate efforts less frequently and Beaufort County families will more efficiently access services for their loved ones.

How will you ensure continuous quality improvement of your services?*

The Beaufort County Human Services Department will regularly incorporate evaluation tools, such as surveys, to measure the collaborative processes' impact on the multidisciplinary team members/partner agencies and the families referred. A pilot was conducted with the COSY team in December 2022, and an Advisory Board member specializing in evaluation is assisting staff with the roll-out process.

Employing a master-level social worker to supervise all programs and another master-level social worker in training demonstrate the department's commitment to excellence in human services. By encouraging staff to read social work newsletters and emerging research, the department is also staying on the cutting edge of what is possible for a government human services department. Our Advisory Board members' expertise and the National Association of Social Work's Code of Ethics influence every decision relative to client confidentiality, cultural humility, self-determination, and more.

At the conclusion of your services, how will you know that anyone is better off?*

At the conclusion of our services, the Beaufort County Human Services Department will know that children, families, and partner agency staff are better off when:

1. At least 80% of families participating in COSY describe their involvement as satisfactory or highly satisfactory.
2. In at least 80% of closed COSY cases, families report that their child is sufficiently connected with local resources such that coordinated service planning is no longer needed.
3. At least 80% of families and individuals participating in UST, COSY, or COSA are made aware of at least one additional community resource as a result of their involvement with a collaborative process.
4. At least 80% of agency representatives involved with UST, COSY, or COSA describe their involvement as satisfactory or highly satisfactory.
5. At least 80% of agency representatives involved with UST, COSY, or COSA report that these collaborative processes help reduce duplication of efforts/services in Beaufort County.

Diversity, Equity and Inclusion:*

How do you incorporate the values of diversity, equity and inclusion into your programming and/or operations?

Examples of factors you may consider including in your response:

- How do you incorporate the perspectives of the population served in program design and delivery?
- Is your staff and board leadership reflective of, and/or proximate to, the community served?
- Do your staff go through any cultural competency training?
- Does your organization have a DEI statement or policy?

- How do you ensure you are responsive to changing community needs?

As you consider your response, please know that there are no "correct" answers. Every organization is different and we recognize that advancing equity is an ongoing process that can be challenging. We appreciate your honest reflections.

*Please feel free to contact staff for assistance with how to address this question.

The Beaufort County Human Services Department offers its services freely to anyone, irrespective of race, color, national origin, age, sex, disability, religion, or language, per County policy. Staff regularly review and update our website, documents, and processes to promote non-discrimination. Because 40% of our team speaks Spanish, we are well-equipped to engage with Beaufort County's growing Hispanic or Latinx population. The Department is prepared to leverage community partners and third-party translation resources to ensure all families can access our resources.

Our Advisory Board is reflective in many ways of Beaufort County's population. It includes a representative of the "Community at Large" and directors of agencies that provide different services focused on specific human needs and client populations. Members' input is gathered at Advisory Board meetings and retreats. Their expertise makes the Department's approach more responsive to Beaufort County's changing community needs.

Every month, our Department facilitates free social work continuing education opportunities to help staff and other Beaufort County human service providers expand their competence, especially concerning the diverse experiences of individuals in Beaufort County. By partnering with local organizations' staff and other clinical professionals, these workshops offer education about various services available to meet evolving community needs. More than 500 people subscribe to the Department's training e-newsletter, with approximately 60 participants each month.

Community members' perspectives are essential to the collaborative and voluntary processes that Beaufort County Human Services Department staff facilitate. Together with agency representatives, families design service plans to meet their specific needs. Regularly conducting surveys will help us gather additional insight and enhance program delivery.

Attach a list of your current Board members and their affiliations.*

Please include the following information: Board member name and affiliation, and the number of meetings attended out of the total number of meetings possible, for each member.

FY23-24 COSY-COSA Board of Directors.pdf

Organization Budget YTD*

Report-MUNAPPP-002CBD-47076-05-07-10-50-03.4.pdf

Project Budget

If you are applying for project specific funding, please upload your project budget here.

Contract.docx

Additional Information:

If there is additional information you would like to share about your organization, please briefly explain it here.

Our Department is classified as a Special Revenue Fund. A special revenue fund is an account established by a government to collect money that must be used for a specific project. Special revenue funds provide an extra level of accountability and transparency to taxpayers that their tax dollars will go toward an intended purpose.

The Department was established as a Special Revenue Fund in order to secure local match for a SCDHHS administrative Medicaid contract, which constitutes 32% of our overall department budget and is fully applied to the costs (primarily payroll) for the COSY collaborative process. A draft copy of this contract has been attached in lieu of a project budget, considering that the contract is, for all intents and purposes, the project.

This contract requires a 50% match which must be supplied with local dollars. This contract is renewed biannually, and private investments from grantors applied as part of our match demonstrates community support for this program and greatly strengthens our case for renewal. Further, the local investment strengthens our case for ongoing support from County Council of Beaufort County. County Council's ongoing commitment to apply tax dollars to support this program is critical, and local investments demonstrate that there are other stakeholders invested in our work.

In FY24, we secured \$15,000 in support from CCF and an additional \$5,000 from Community Foundation of the Lowcountry. SCDHHS matches local dollars 2:1, effectively doubling our investment up to \$207,232. We are requesting of SCDHHS an increase to this budget for FY25/FY26 (July 1 2024 - June 30, 2026), which would increase our match requirements accordingly. (For example, a \$30k increase would result in a \$15k increase to our match requirement.) Sadly, we will not know if our request has been approved until the state passes the FY25 budget over the summer.

Data Collection

This section is developed to help understand who leads and supports organizations in our footprint, as we build an inclusive culture that respects diverse perspectives in all our work. The data collected will serve multiple purposes; to help us understand how we reflect the communities we serve, to equip our staff with critical data to better serve the needs of our communities, and to track our progress with our Board, our grantees and communities.

Which category below best describes your organization's work?*

Social Reform - Solves a Social Problem.

Please describe the percentage of your work that occurs in the following counties.

Charleston*

0-24%

Dorchester*

0-24%

Berkeley*

0-24%

Georgetown*

0-24%

Horry*

0-24%

Colleton*

0-24%

Hampton*

0-24%

Jasper*

0-24%

Beaufort*

76-100%

Does your executive director identify as one or more of the following?*

White

Executive Director Ethnicity - Other**Does 51% or more of your board leadership identify as the following?***

White

Board Leadership - Other

53% White, 47% Black

Does 51% or more of your leadership team identify as the following?*

White

Leadership Team - Other**What is the best way to share grant opportunities with your organization?****Email***

Yes

Text*

Yes

Social Media*

No

Terms of Grant

Please review the following Terms of Grant. If your organization is selected to receive an award, your acknowledgement below will serve as an agreement to comply with the conditions listed in this document. These Terms become applicable on the date that the grant is received by the applicant. Acceptance of these terms does not guarantee funding. Copies of the Terms of Grant are available upon request.

Grant Period

This grant is available to the applicant for up to twelve months from the date that the applicant receives the funding.

Expenditure of Grant Funds

This grant is for the purposes stated in the Grant Application, and funds provided by Coastal Community Foundation of SC may be spent only in accordance with the provisions stated therein. The program is subject to modification with the Foundation's prior approval. Funds will be disbursed to the Grantee following approval of the grant by the Foundation's Board of Directors, and satisfactory compliance with any special conditions:

- This grant is given subject to the grantee's acquisition of any additional resources required to carry out at least a portion of the funded program as proposed in the application.
- Expenses charged against this grant may not be incurred prior to the date of this Agreement or subsequent to its termination date without prior written approval of the Foundation, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- The Grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- Equipment or property purchased with grant funds shall be the property of the grantee organization so long as it is not diverted from the purposes for which the grant was made. If the purpose of the organization should go out of existence, the Foundation will receive its pro rata share of proceeds from the sale of the equipment or property that it helped to finance.
- The Grantee organization recognizes that, in compliance with Executive Order 13224 and the USA Patriot Act, no funds provided by the Foundation or by the Grantee organization may be used to support terrorist organizations or those who may be otherwise associated with terrorists. The Grantee organization further agrees that it will use due diligence to ensure that no funds provided by the Foundation will be distributed to such organizations or persons or used for such prohibited purposes.

Reversion of Grant Funds

The Grantee will return to the Foundation any unexpended funds at the close of the grant period. Funds will also be promptly returned if the Foundation determines that the Grantee has not performed in accordance with the "Terms of Grant" or met with specific grant conditions of the approved program and its supporting budget.

Review of Grant Activity

The Grantee will allow the Foundation the right to follow up on this grant by furnishing written reports in the format supplied by the Foundation, and/or by periodically admitting any evaluators chosen by the Foundation to have access to the program funded.

Nondiscrimination Statement

The Grantee agrees to abide by the following statement:

No person served by our organization shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender, sexual orientation, marital or parental status, political affiliation, military service, physical or mental ability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the community foundation, and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the community foundation.

Limit of Commitment

Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the Grantee.

Acknowledgement:*

Do you acknowledge that appropriate personnel, specifically including the Director of this funded project, have thoroughly read this Agreement, the terms and conditions of which are acceptable to you and with which you shall comply?

Yes

FAQ's

Frequently Asked Questions

Can I be awarded funding from multiple funding sources within this competitive program?

Yes. You will be considered for funding from all of the funding sources for which you are eligible. Receiving funds from one source will not affect your ability to qualify for funding from another.

Will finalists have a site visit this year?

In certain cases, the Foundation staff and possibly members of the Grants Committees will visit with finalists to address questions regarding the proposal and learn first-hand about programming. The health and safety of our nonprofit partners and committee members are our highest priority. If your organization is selected for a site visit, you will have the option to participate in the site visit virtually.

Does my program need to be solely focused in one service area to qualify for a regional program?

No. However, at least 25% of the program work needs to take place in that service area for it to qualify for funding for that region.

File Attachment Summary

Applicant File Uploads

- FY23-24 COSY-COSA Board of Directors.pdf
- Report-MUNAPPP-002CBD-47076-05-07-10-50-03.4.pdf
- Contract.docx



COSY / COSA Board of Directors
 Collaborative Organization of Services for Youth
 Collaborative Organization of Services for Adults
 (843) 255-6059

**COSY / COSA Board of Directors
 FY 2023-2024**

Board Member	Affiliation / Title	Attendance / # of Meetings
Audra Antonacci, ex officio	Beaufort County Government <i>Assistant County Administrator</i>	2/5
Nykki Bryan	Beaufort County Department of Juvenile Justice <i>Director</i>	2/5
Greggory Gilbert	South Carolina Vocational Rehabilitation Department <i>Area Supervisor, Beaufort & Jasper Counties</i>	5/5
Col. Quandara Grant	Beaufort County Detention Center <i>Director</i>	1/5
Tricia Gravel	South Carolina Cass Elias Guardian ad Litem Program <i>Circuit Coordinator</i>	4/5
Brenda Hughes	Department of Health and Environmental Control <i>Regional Program Director, Community Health</i>	3/5
Bill Love	Beaufort County Department of Disabilities and Special Needs <i>Director</i>	2/5
Chrissy Mucha	Community Representative	0/5
Dr. Teresa Rhodes	South Carolina Continuum of Care <i>Regional Program Director</i>	4/5
Russell Rich	South Carolina Department of Social Services <i>Director, Community Relations for Adult Advocacy</i>	2/5
Angie Salley	South Carolina Department of Mental Health <i>Director, Coastal Empire Community Mental Health Center</i>	3/5
Chrystie Turner, Chair	United Way of the Lowcountry <i>Executive Vice President</i>	4/5
Ashton Viterbo	Beaufort Memorial Hospital <i>Business Development & Employer Relations Manager</i>	2/2
Victoria Vienti	Beaufort Memorial Hospital <i>Manager, Community & Corporate Health</i>	4/4
Jennifer Wallace	Department of Social Services <i>Lowcountry Wellbeing Manager</i>	3/5
Dr. Juliet White	Beaufort County School District <i>Director, Student Services</i>	1/5
Rebecca Whitt	Beaufort County Alcohol & Drug Abuse Department <i>Director</i>	2/4

YEAR-TO-DATE BUDGET REPORT

FOR 2024 12								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
2503 HUMAN SERVICES	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
10000820 HUMAN SERVICES								
10000820 44630 FAMILIES FIRST C	-56,000	-21,000	-77,000	-4,200.00	.00	-72,800.00	5.5%*	
10000820 47010 MISCELLANEOUS RE	-20,000	0	-20,000	-10,000.00	.00	-10,000.00	50.0%*	
10000820 47030 CONTRIBUTION	0	0	0	-15,000.00	.00	15,000.00	100.0%	
10000820 47620 CONTRACT REVENUE	-207,232	0	-207,232	-207,232.00	.00	.00	100.0%	
10000820 49100 TRANSFER IN	-346,767	0	-346,767	-260,075.25	.00	-86,691.75	75.0%*	
10000820 50020 SALARIES AND WAG	336,165	0	336,165	263,743.13	.00	72,421.87	78.5%	
10000820 50100 EMPLOYER FICA	20,842	0	20,842	15,730.47	.00	5,111.53	75.5%	
10000820 50110 EMPLOYER MEDICAR	4,874	0	4,874	3,678.92	.00	1,195.08	75.5%	
10000820 50120 EMPLOYER SC RETI	62,392	0	62,392	48,791.65	.00	13,600.35	78.2%	
10000820 50140 EMPLOYER GROUP I	55,500	0	55,500	38,814.46	.00	16,685.54	69.9%	
10000820 50150 EMPLOYER WORK CO	4,800	0	4,800	.00	.00	4,800.00	.0%	
10000820 50160 EMPLOYER TORT LI	1,925	0	1,925	1,386.64	.00	538.36	72.0%	
10000820 51050 TELEPHONE/COMMUN	3,000	0	3,000	3,464.18	.00	-464.18	115.5%*	
10000820 51160 PROFESSIONAL SER	32,485	21,000	53,485	14,250.00	2,450.00	36,785.00	31.2%	
10000820 51170 NON-PROFESSIONAL	1,000	-500	500	.00	.00	500.00	.0%	
10000820 51310 DUES & SUBSCRIPT	100	700	800	219.00	.00	581.00	27.4%	
10000820 51320 TRAINING & CONFE	1,500	-1,200	300	.00	.00	300.00	.0%	
10000820 52010 SUPPLIES & MATER	800	500	1,300	1,209.67	.00	90.33	93.1%	
10000820 52600 NON-CAP EQUIPMEN	1,000	500	1,500	.00	.00	1,500.00	.0%	
10000820 55000 DIRECT SUBSIDIES	103,616	0	103,616	103,616.00	.00	.00	100.0%	
TOTAL HUMAN SERVICES	0	0	0	-1,603.13	2,450.00	-846.87	100.0%	
TOTAL HUMAN SERVICES	0	0	0	-1,603.13	2,450.00	-846.87	100.0%	
TOTAL REVENUES	-629,999	-21,000	-650,999	-496,507.25	.00	-154,491.75		
TOTAL EXPENSES	629,999	21,000	650,999	494,904.12	2,450.00	153,644.88		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 12								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
GRAND TOTAL	0	0	0	-1,603.13	2,450.00	-846.87	100.0%	
** END OF REPORT - Generated by Ben Boswell **								

CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
COUNTY COUNCIL OF BEAUFORT COUNTY

**FOR A PROCESS FOR COLLABORATIVE, LOCAL PLANNING AND MANAGING
RESOURCES ON BEHALF OF BEAUFORT COUNTY YOUTH WHO ARE RECEIVING
OR NEEDING RESIDENTIAL THERAPEUTIC SERVICES.**

This Contract is entered into as of the first day of July 2020, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and the County Council of Beaufort County on behalf of Beaufort County Human Services Alliance's Collaborative Organization of Services for Youth (COSY), Multi-Government Center, 100 Ribaut Road, Post Office Drawer 1228, Beaufort, South Carolina, 29901-1228, hereinafter referred to as the "CCBC".

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program.

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS to perform certain administrative functions.

WHEREAS, the CCBC represents and warrants that it meets applicable standards to receive such funds for certain administrative functions as specified by Title XIX of the Social Security Act, federal regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance.

WHEREAS, the CCBC desires to provide such administrative functions as outlined in this Contract.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect on July 1, 2020 and shall, unless sooner terminated in accordance with Article VII, continue in full force and effect through June 30, 2022.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Contract, the following terms shall have the following defined meanings:

Beneficiary: A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

CCBC: County Council of Beaufort County.

CMS: Centers for Medicare and Medicaid Services

Collaborative Organization of Services for Youth (COSY): a group of Beaufort County agencies and organizations representing both the public and private sectors which have joined together to collaboratively engage in and nurture a process for planning and managing resources on behalf of Beaufort County Youth who are receiving or needing residential therapeutic services.

COSY: Collaborative Organization of Services for Youth

COSY Board: The directors or designated executive staff of Beaufort County agencies and organizations, along with service consumer representatives, who are participating as partners in the COSY process. The COSY Board is responsible for planning and managing the operation of the COSY process.

COSY Partners: The Beaufort County agencies, organizations and consumer representatives who are collaboratively participating in the COSY process: Beaufort County Alcohol and Drug Abuse Department, Beaufort County Disabilities and Special Needs Department, Beaufort County Department of Juvenile Justice, Beaufort County School District, Beaufort County Department of Social Services, Coastal Empire Community Mental Health Center, County Council of Beaufort County, Governor's Office Continuum of Care Division-Beaufort Outpost and Rural Regional Office, Department of Health and Environmental Control (Region 8), Department of Social Services, Intensive Foster Care and Clinical Services, Office of the Governor: Guardian Ad Litem, South Carolina Vocational Rehabilitation Department-Beaufort Office, Beaufort County Community Representation, Beaufort County Council, Beaufort County Fire Chiefs' Association, Intensive Foster Care & Clinical Services and the United States Marine Corps Tri-Command.

Federal Financial Participation (FFP): Any funds, either title or grant, from the Federal Government.

GAO: Government Accountability Office

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

Ownership Interest: The possession of equity in the capital, the stock or the profits of the CCBC. See 42 CFR §455.101 (2019, as amended).

: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Program: The method of provision of Title XIX services to South Carolina Beneficiaries as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

Social Services: Medical assistance, rehabilitation, and other services defined by Title XIX, USDHHS regulations, and SCDHHS regulations.

SCDHHS Appeal Regulations: Regulations promulgated in accordance with S.C. Code Ann. §44-6-90, 10 S.C. Code of State Regs. §126-150 et seq. (2012, as amended) and S.C. Code Ann. §1-23-310 et seq. (1976, as amended).

South Carolina State Plan for Medical Assistance (State Plan): The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

SFY: State Fiscal Year

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as amended (42 U.S.C. §1396 et seq.).

USDHHS: United States Department of Health and Human Services

ARTICLE III

SCOPE OF SERVICES

The purpose of this Contract is to promote the continued development and implementation of a process for collaborative, local planning and resource management on behalf of Beaufort County youth, birth through age twenty-one (21), who are receiving or potentially needing residential therapeutic services. A number of Beaufort County agencies and organizations have formed a partnership, the Collaborative Organization of Services for Youth (COSY), under the auspices of the Beaufort County Human Services Alliance and CCBC.

COSY wishes to continue assuming responsibility and authority in planning services and in managing resources to enhance local service effectiveness in a fiscally responsible manner on behalf of Beaufort County youth who are receiving or needing residential therapeutic services. COSY seeks to limit the need of Beaufort County youth for out-of-county residential therapeutic services by providing effective, alternative services locally; to transition back to Beaufort County those youth already placed in out-of-county therapeutic environments when their needs can be appropriately addressed locally; to provide for individualized service planning, monitoring and funding for these youth in a cost-effective manner; and aid in the prevention of youth entering the system through the design and coordination of prevention programs and activities (such as COSY's Family Group Conferencing and Families First projects being funded by Beaufort County Council) and the provision of resource referral services.

CCBC shall perform the following minimum functions on behalf of COSY:

A. Administration

1. CCBC shall fiscally administer the administrative funds of the COSY process by:
 - a. Receiving and disbursing those funds that are to be maintained locally for the administration of the COSY process, in accordance with contractual agreements for the use of such funds and as authorized by the COSY Board;
 - b. Maintaining accounting records and supporting documentation in accordance with generally accepted accounting principles to reflect receipt and disbursement of COSY process's administrative funds;
2. CCBC shall provide administrative oversight of the COSY process's operation. In order to assure quality administrative oversight of the process, CCBC shall employ a COSY Facilitator and full-time administrative assistant who will facilitate the ability of COSY Board to budget and manage the resources of the COSY process in a cost-effective manner within the available funding allocation for the COSY process which will be used to access, purchase, or develop needed services for Medicaid eligible Beaufort County youth who are receiving or needing residential therapeutic services. The COSY Facilitator and administrative assistant will facilitate the COSY Board's ability to budget and manage COSY resources by:
 - a. Developing and maintaining individual budgets for each youth involved in the COSY process, as well as a total budget for the operation of the COSY process;
 - b. Analyzing paid claims for COSY-authorized residential therapeutic and related services in comparison to child-specific budgets to assure consistency with COSY-authorized expenditures and to promote future fiscal planning within unencumbered COSY allocations;
 - c. Maintain documentation regarding the Medicaid status of each youth in the COSY process.

B. Facilitation of COSY process Implementation

The COSY Facilitator, acting as liaison among the COSY partners, shall facilitate the ability of the COSY Board to carry out its responsibilities of managing resources, authorizing services for specific youth involved in the COSY process, and planning, overseeing, and enhancing service effectiveness for these Beaufort County youth. The COSY Facilitator will also assist the COSY Board in planning strategies that will enhance access to or availability of local therapeutic and related supportive services as alternatives to out-of-county residential therapeutic services, or to authorize residential therapeutic services when such services are needed by Beaufort County youth by:

1. Maintaining youth-specific service history information regarding the providers, type, duration, location and cost of services received by the youth involved in the COSY process;

2. Analyzing trends in service utilization by youth involved in the COSY process to project future services needed and related costs, as well as to identify needed service enhancements, expansions, or development;
3. Work with SCDHHS and designated state agencies to develop acceptable outcomes for youth involved in the COSY process;
4. Identifying and facilitating the resolution of barriers that impede collaborative efforts to improve outcomes for youth involved in the COSY process;
5. Conducting community education activities relative to the COSY process.
6. Facilitate and assist with the development of a local computer networking system;
7. Facilitate and assist in the implementation of confidentiality requirements for the sharing and transfer of information among agencies relative to the COSY process in accordance with 42 CFR 431, Subpart F (2012, as amended).
8. Facilitate the Family Group Conferencing and Families First processes as a means of assisting families to find their own solutions to problems.

C. Evaluation

With the support of CCBC, the COSY Facilitator will assist in the development, implementation, and report of results from the evaluation of the COSY process.

The report shall be submitted in the form of an annual report due within ninety (90) days after the close of the state fiscal year.

ARTICLE IV

SCDHHS RESPONSIBILITIES

SCDHHS shall provide administrative guidance and oversight to CCBC to enable CCBC to fulfill its responsibilities under this Contract. SCDHHS shall be responsible for the following:

A. Administrative Technical Assistance

1. Provide technical assistance with reimbursement, fiscal management and service tracking methodologies for the COSY process.
2. Provide technical assistance with billing requirements.
3. Provide technical assistance in the implementation and evaluation of the COSY process.

4. Provide technical assistance in facilitating the development of service contracts and/or memorandums of agreement to support the COSY process.

B. Medicaid Management Information System (MMIS)

SCDHHS shall review options to enhance MMIS capacity to track services, monitor service utilization, and facilitate reimbursements on behalf of youth involved in the COSY process.

ARTICLE V

CONDITIONS FOR REIMBURSEMENT BY SCDHHS

SCDHHS agrees to purchase from the CCBC and to pay for the services provided pursuant to this Contract in the manner and method herein stipulated:

A. Method of Reimbursement

SCDHHS shall reimburse CCBC on a monthly basis for actual allowable and documented costs incurred not to exceed the amount set forth in Appendix A incorporate herein. In the event that the projected total expenditures shall exceed the total amount reflected in Appendix A, a revised budget may be submitted to SCDHHS for review, possible approval and incorporated into this Contract by amendment prior to the end of the Contract period. Total reimbursement to CCBC shall not exceed Two Hundred Seven Thousand, Two Hundred and Thirty-Two Dollars (\$207,232), for year ending June 30, 2021 and Two Hundred Seven Thousand, Two Hundred and Thirty-Two Dollars (\$207,232) for year ending June 30, 2022. The total agreement shall not exceed Four Hundred Thousand Fourteen, Four Hundred and Sixty-Four Dollars (\$414,464), over the duration of the terms of this two (2) year contract ending June 30, 2022. CCBC shall submit an invoice for actual allowable costs incurred on a monthly basis no later than the thirtieth (30th) day of the month after services are rendered except for the month of June. All June monthly or quarterly billings must be submitted by July fifth (5th) for fiscal month thirteen (13) processing either as actual expenditures or best estimate. All final billings must be received within ninety (90) days of the end of the Contract period. Any invoices received after this period will not be paid without the approval of the SCDHHS Deputy Director of Long-Term Care and Behavioral Health.

All invoices shall be submitted to:

Bureau of Fiscal Affairs
South Carolina Department of Health and Human Services
Post Office Box 8206
Columbia, South Carolina 29202-8206

B. Non-Federal Share of Cost

CCBC agrees to transfer to the administrative control of SCDHHS state-appropriated funds and or funds derived from tax revenue allocated to CCBC representing the non-federal share of expenditures for administrative services. The funds representing the non-federal share of expenditures for administrative services shall be transferred to SCDHHS in advance of the submission of invoices for those services. SCDHHS may withhold reimbursement if the non-federal funds have not been received. The estimated annual amount of funds to be transferred to SCDHHS for State Fiscal Year SFY 2021 is One Hundred Three Thousand, Six Hundred and Sixteen Dollars (\$103,616), (See Appendix A); the actual amount transferred will be based on four (4) equal quarterly payments of Twenty Five Thousand, Nine Hundred and Four Dollars (\$25,904) per transfer due by the first (1st) day of the quarter. The final payment is due April 1, 2021. The estimated annual amount of funds to be transferred to SCDHHS for SFY 2022, One Hundred Three Thousand, Six Hundred and Sixteen Dollars (\$103,616) (See Appendix A); the actual amount transferred will be based on four (4) equal quarterly payments of Twenty Five Thousand, Nine Hundred and Four Dollars (\$25,904) per transfer due by the first (1st) day of the quarter. The final payment is due April 1, 2022. The first (1st) payment shall be due upon execution of the Contract. All state matching funds made available by CCBC must be in compliance with 42 CFR Part 433 Subpart B (2019, as amended). Any balance of transferred funds remaining at the end of the Contract period, after all claims have been paid, shall remain under the administrative control of SCDHHS. SCDHHS may at its discretion apply the balance to cover shortfalls in other matching fund accounts, overpayments, or debts owed by CCBC to SCDHHS under this Contract or as an advance for the non-federal share for the next Contract period in the event that this Contract is renewed. Funds shall be transferred to:

Bureau of Fiscal Affairs
South Carolina Department of Health and Human Services
Post Office Box 8297
Columbia, South Carolina 29202-8297

C. Cost Report

In lieu of filing an annual cost report, CCBC shall incorporate the following certification statement in each of its monthly reimbursement requests:

I do solemnly swear (or affirm) that I have examined the information contained in this request or report. That all information has been prepared from the books and records of CCBC. That the aforesaid information is true and correct to the best of my knowledge and belief; and, that no other request for reimbursement from other federal and/or state funds has been made nor has any other reimbursement been received, applied for, nor will they be applied for, for the services herein described. That CCBC has on file the proper documentation to support this request for reimbursement.

And, that the costs represented are true costs incurred during the period of this request.

This statement must be signed and dated by a finance person dually authorized by CCBC.

D. Third Party Liability

CCBC must make all reasonable efforts to pursue payment under any health insurance policy which covers a Beneficiary. Any insurance proceeds or payment must be shown on the Medicaid claim when submitted to SCDHHS. If SCDHHS has paid CCBC prior to the receipt of the insurance payment, CCBC shall refund the SCDHHS payment up to the amount of payment made by SCDHHS. CCBC shall contact the Director of Third-Party Liability, SCDHHS, regarding any contacts or requests for Beneficiary specific claim information or medical records that CCBC receives from any attorney or insurer. CCBC shall advise SCDHHS in writing of any third-party payer information or resources within ten (10) calendar days of acquiring such information. CCBC shall make available all financial records necessary for SCDHHS or its designee to determine if third party payments have been refunded to Medicaid in accordance with this Section. CCBC's failure to collect available third-party payments may result in SCDHHS' recoupment of such available payments from funds due to CCBC.

E. Public Funds as the State Share of Federal Financial Participation

To be considered as the State's share in claiming FFP, public funds must meet the conditions specified in accordance with 42 CFR § 433.51 (2019, as amended).

F. Donations

CCBC agrees to comply with 42 CFR 433 Subpart B, (2019, as amended), regarding any and all donations made by the CCBC pursuant to this Contract.

ARTICLE VI

RECORDS AND AUDITS

A. Accuracy of Data and Reports

The CCBC shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. CCBC shall not submit for payment any claims, invoices, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

The CCBC must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. The CCBC

further agrees to retain all financial and programmatic records, supporting documents, and statistical records and other records of Beneficiaries relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of four (4) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to this Contract) and for a period of four (4) years after last payment under this Contract, the CCBC shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, USDHHS, and/or their designee(s) shall have the right to audit, review, examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with the CCBC's Beneficiaries and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, the CCBC shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to the CCBC by certified mail.

2. Disallowances - Appeals

In the event the CCBC disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this Contract shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse the CCBC for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by the CCBC in any other administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

3. Disallowed Sums. Set-off

Any provision for appeal notwithstanding, the CCBC and SCDHHS agree that, should any audit(s) result in disallowance to the CCBC all funds due SCDHHS are payable upon notice to the Provider of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to the CCBC under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between the CCBC and SCDHHS, the disallowance shall be due and payable immediately upon notice to the CCBC of the disallowance.

4. Interest Provision

The CCBC and SCDHHS further agree that, in addition to the amount disallowed by audit being repaid to SCDHHS in accordance with this Section, the CCBC shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) calendar day following the date of receipt by the CCBC of the final audit report. The interest to be paid by the CCBC to SCDHHS shall be at the current prime rate plus two percentage (2%) points as established on the thirtieth (30th) calendar day following the issuance of the final report.

C. Ownership Information

In accordance with 42 CFR §455.104 (2019, as amended), the CCBC agrees to provide full and complete ownership and disclosure information with this Contract and to report any ownership changes within thirty-five (35) calendar days to SCDHHS, Division of Contracts. Failure by the CCBC to disclose this information may result in termination of this Contract.

D. Information Related to Business Transactions

The CCBC agrees to furnish to SCDHHS information related to significant business transactions as set forth in 42 CFR 455.105 (2019, as amended). Failure to comply with this requirement may result in termination of this Contract.

ARTICLE VII

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (Supp. 2000, as amended), and 2 CFR Part 182 (2019, as amended), this Contract is subject to immediate termination, suspension of payment, or both if the CCBC fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be canceled or terminated by SCDHHS at any time within the contract period if the CCBC, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to SCDHHS for audit disallowances pursuant to any previous contract between the parties or if the CCBC has failed to comply with the maintenance and inspection of records requirements of any previous contract between the parties.

E. Insolvency

This Contract is voidable and subject to immediate termination by SCDHHS upon the CCBC's insolvency, including the filing of bankruptcy proceedings. In the event the CCBC enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the CCBC agrees to furnish written notification of the bankruptcy to SCDHHS. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this Contract.

F. Termination for Loss of Licensure or Certification

In the event that the CCBC loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this Contract shall terminate as of the date of delicensure. Further, should the CCBC lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Contract shall terminate as of the date of such decertification.

G. Termination for Unauthorized Use of Staff Leasing Services Companies

This Contract may be canceled or terminated by SCDHHS at any time within the contract period should the CCBC engage the use of a Staff Leasing Services Company to perform any services required under this Contract without the express written consent of SCDHHS, in accordance with Article IX, Section W.

H. Termination by Either Party

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

I. Notice of Termination

In the event of any termination of this Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Contract is terminated pursuant to Sections C, D and/or H of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If this Contract is terminated pursuant to Sections A, B, E, and/or G of this Article, termination shall be effective upon receipt of such notice. If this Contract is terminated pursuant to Section F of this Article, terminations shall be effective upon the date set forth in the notice.

ARTICLE VIII

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations at 10 S.C. Code of State Regs. §126-150, et seq. (2012, as amended) and in accordance with the Administrative Procedures Act, S.C. Code Ann. §1-23-310, et seq. (1976, as amended). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S.C. Code Ann. §1-23-380, (1976, as amended).

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The CCBC agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.).
2. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, (45 CFR Part 80, 2019, as amended), which provide that the CCBC must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.
3. Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. §794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 2019, as amended).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. The Americans with Disabilities Act, (42 U.S.C. §12101 et seq.) and regulations issued pursuant thereto.
8. The Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (Supp. 2000, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2019, as amended).
9. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

B. Employees of CCBC

No services required to be provided under this Contract shall be provided by anyone other than the CCBC or with the prior approval of SCDHHS in accordance with Section V., the CCBC's subcontractor.

C. Information on Persons Convicted of Crimes

The CCBC agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (Title XX) or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106 (2019, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Insurance

The CCBC shall maintain, throughout the performance of its obligations under this Contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the CCBC or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this Contract. The CCBC shall be the named insured on the insurance policies required by this Section.

It shall be the responsibility of the CCBC to require any subcontractor to secure the same insurance as prescribed herein for the CCBC. In addition, the CCBC shall indemnify and save harmless SCDHHS from any liability arising out of the CCBC's untimely failure in securing adequate insurance.

coverage as prescribed herein. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal thereof.

E. Proof of Insurance

Any time, at the request of SCDHHS or its designee, the CCBC shall provide proof of insurance as required in the insurance section of this Article whereby the CCBC shall be the named insured on the insurance policy or policies.

F. Safeguarding Information

The CCBC shall safeguard the use and disclosure of information concerning applicants for or Beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F, (2019, as amended), SCDHHS' regulations at 10 S.C. Code of State Regs. §126 - 170, et seq., (2012, as amended), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

G. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

H. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

I. Debarment/Suspension/Exclusion

T The CCBC agrees to comply with all applicable provisions of 2 CFR Part 180 (2019, as amended) as supplemented by 2 CFR Part 376 (2019, as amended), pertaining to debarment and/or suspension and to require its subcontractors to comply with these same provisions to ensure that no party receiving funds from this Contract are listed on the government-wide exclusions in the System for Award Management (SAM).

J. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the CCBC becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a Beneficiary of or applicant for services, an employee of the CCBC or SCDHHS, and/or subcontractor or its employees, has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the CCBC directly to SCDHHS.

K. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section S of this Article.

L. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina both as to interpretation and performance.

M. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

N. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the CCBC of any provision of this Contract or the continued payment of the CCBC by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

O. Non-Waiver of Rights

SCDHHS and the CCBC hereby agree that the execution of and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

P. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by the CCBC shall be valid without the prior written consent of SCDHHS.

Q. Legal Services

No attorney-at-law shall be engaged through use of any funds provided by SCDHHS pursuant to the terms of this Contract. Further, with the exception of attorney's fees awarded in accordance with S.C. Code Ann. §15-77-300 (1976, as amended), SCDHHS shall under no circumstances become obligated to pay an attorney's fee or the costs of legal action to the CCBC. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature to which the CCBC is a party.

R. Attorney's Fees

In the event that SCDHHS shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this Contract, the CCBC shall and will pay to SCDHHS such attorney's fees as the court may adjudge reasonable in addition to the amount of judgement and costs.

S. Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

T. Amendment Due To The Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of the CCBC, when the amendment is due to

the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the CCBC of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

U. Extension

Prior to the end of the term of this Contract, SCDHHS shall have the option to extend or renew this Contract upon the same terms and conditions as contained herein, so long as the total contract period, including the extension, does not exceed five (5) years; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section S of this Article.

V. Subcontracts

Unless otherwise expressly authorized in writing, all services to be provided hereunder shall be provided by the CCBC directly and no subcontract for the provision of such services shall be entered into by the CCBC without the prior written approval of SCDHHS. Any subcontracts must be submitted to SCDHHS for written approval before reimbursement shall be made for services rendered thereunder.

W. Staff Leasing Services Companies

The CCBC shall not engage the services of any Staff Leasing Services Company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this Contract without the express written consent of SCDHHS. Unauthorized use of a Staff Leasing Services Company by the CCBC to fulfill the terms and conditions of this Contract may result in termination of the Contract.

X. Copyrights

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

Y. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. The CCBC shall take necessary steps to insure or protect Beneficiaries, itself, and its personnel. The CCBC agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

Z. Procurement Code

When applicable, the CCBC must comply with the terms and conditions of the South Carolina Consolidated Procurement Code.

AA. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

BB. Equipment

Equipment is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000) or more. Title to all equipment purchased with funds provided under this Contract shall rest with the CCBC as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, SCDHHS shall be notified and instructions will be issued by SCDHHS pertaining to the disposition of the property.

CC. National Provider Identifier

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) requires that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D), and if GHSDEC is a covered health care provider as defined in 45 CFR §162.402, GHSDEC agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. GHSDEC also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

DD. Employee Education about False Claims Recovery

If GHSDEC receives annual Medicaid payments of at least Five Million Dollars (\$5,000,000), GHSDEC must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, Employee Education about False Claims Recovery.

CC. HIPAA Business Associate

Individually identifiable health information is to be protected in accordance with Insurance Portability and Accountability Act of 1996 (HIPAA) as agreed upon in Appendix B.

FF. Indemnification-Third Party Claims

Notwithstanding any limitation in this Contract, the CCBC shall defend and indemnify SCDHHS and all its respective officers, agents, and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arises out of, or result in any way from, any defect in goods or services acquired hereunder or from any act or omission of the CCBC, its

subcontractors, their employees, workmen, servants, or agents. The CCBC shall be given written notice of any suit or claim. SCDHHS shall allow the CCBC to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the CCBC to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) the CCBC, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. The CCBC shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the CCBC defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

GG. CCBC Responsibility

If under the terms of this Contract CCBC makes any decisions, determinations or takes any actions on behalf of SCDHHS, then CCBC shall be responsible for evidentiary support of its decisions, determinations or actions in any proceeding or claim asserted against SCDHHS related to such decision, determination or action. If required by SCDHHS, CCBC shall be responsible for retaining legal counsel to diligently and capably provide such defense. This responsibility includes, but is not limited to, any appeals before the SCDHHS Division of Appeals and Hearings.

HH. Open Trade

During the Contract term, including any renewals or extensions, CCBC will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

11. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

JJ. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

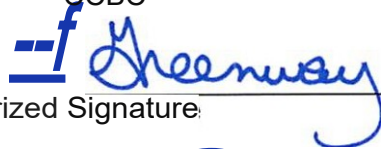
IN WITNESS WHEREOF, SCDHHS and the CCBC, by their authorized agents, have executed this Contract as of the first day of July 2020.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES
"SCDHHS"

BY: _____
T. Clark Phillip
Acting Director

L COUNTY COUNCIL OF BEAUFORT
COUNTY
"CCBC"

BY: _____


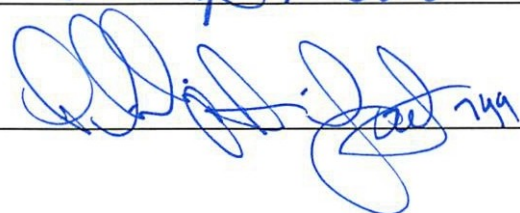

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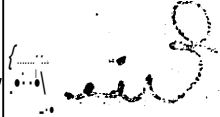
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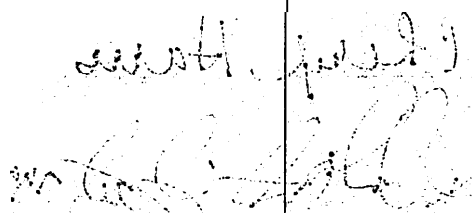
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APPENDIX A
BUDGET
COUNTY COUNCIL OF BEAUFORT COUNTY (CCBC)

JULY 1, 2020 - JUNE 30, 2022 ..

<u>TOTAL FEDERAL</u>	<u>TOTALCCBC</u>	<u>TOTAL FUNDS</u>
\$103,616	\$103,616	\$207,232

JULY 1, 2020 - JUNE 30, 2022

<u>TOTAL FEDERAL</u>	<u>TOTALCCBC</u>	<u>TOTAL FUNDS</u>
\$103,616	\$103,616	\$207,232

APPENDIX B HIPAA BUSINESS ASSOCIATE AGREEMENT

A. Purpose

Business Associate agree to the terms of this Agreement for the purpose of protecting the privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPM) in performing the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract between the parties.

B. Definitions

General Statement

The following terms used in this Agreement shall have the same meaning as those terms in the HIPM Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, protected health information, Required by Law, Secretary, Subcontractor, Unsecured protected health information, and Use.

Specific definitions

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean SCDHHS.

(c) HIPAA Rules. "HIPM Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) Security incident. "Security incident" shall generally have the same meaning as the term "security incident" at 45 CFR 164.304.

C. Obligations and Activities of Business Associate

Business Associate agrees to:

(a.)-Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b.) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c.) Submit system and program information to the Privacy Official, upon request, to document and verify compliance with federal and state privacy rules and regulations;

(d.) Report to the Privacy Official of the Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within 72 hours of discovery;

(e.) Notwithstanding the requirements of 45 CFR 164.410, Business Associate shall notify the Privacy Official of the Covered Entity of potential breaches within 72 hours of discovery and keep the Privacy Official of the Covered Entity informed in their breach determination process;

(f.) Unless otherwise directed by Covered Entity, Business Associate shall be responsible for breach notifications to individuals, the US DHHS Office of Civil Rights (OCR), the media, and Consumer Affairs, if applicable, on behalf of Covered Entity and shall include Covered Entity's designee as part of the breach response team;

(g) For breaches resulting from the action or inaction of Business Associate, or its subcontractors, surrounding the use, receipt, storage, and/or transmission of PHI and PII under this Agreement, be responsible for any and all costs, damages, liabilities, expenses, fines, and/or penalties;

(h.) In accordance with 45 CFR 164.502(e)(1) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements, to include reporting and notification requirements, that apply to the Business Associate with respect to such information;

(i) All reporting or notifications requirements pursuant to letters (d), (e), (f), (g) and (h) above, should be submitted using the "Incident Reporting for Business Associates" form, addressed to the Privacy Official of the Covered Entity, by email to privacyoffice@scdhhs.gov. Additional contact information for the Privacy Official is:

South Carolina Department of Health and Human Services
 Privacy Office
 Post Office Box 8206
 Columbia, SC 29202-8206
 Phone: (803) 898-2034
 Fax: (803) 255-8276

U) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(k) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(l) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity, or an individual if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(m) Notify Covered Entity within five (5) business days of receipt of any request covered under paragraphs U), (k) or (l) above;

(n) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(o) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

D. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract to which this Agreement is appended, including, if applicable, authorization to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c) and follow additional guidance provided by US DHHS in "Guidance Regarding Methods for De-identification of protected health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule" found at <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/index.html>.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to limit uses, disclosures, and requests for protected health information to the minimum necessary to accomplish the intended purpose of

the use, disclosure, or request according to the HIPAA Privacy Rule.

- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- (e) Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the individual to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the individual, and the individual notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate may not disclose or duplicate protected health information identified by Covered Entity as provided by the Social Security Administration (SSA) without written approval and permission from SSA. If the need for such disclosure and/or duplication arises, Business Associate must notify Covered Entity and work with Covered Entity to obtain approval and permission from SSA.

E. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of and shall terminate on the effective and termination dates of the Contract to which this Agreement is appended, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within thirty (30) calendar days.

(c) Obligations of Business Associate Upon Termination.

(1) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, if agreed to by Covered Entity, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information.

(2) In the event that Business Associate determines that returning or destroying the protected health information is not practical or possible, Business Associate shall notify Covered Entity of the conditions and reasons return of the protected health information is not practical or possible. Upon concurrence by Covered

Entity that return is not practical, Business Associate shall:

- i. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information; and
- iv. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section D of this Appendix.

(3) Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by any subcontractors.

(4) Business Associate shall transmit the protected health information to another Business Associate of the Covered Entity at termination, upon receipt of a written request from the Covered Entity.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

F. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(c.) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 7.

ITEM TITLE:
RECOMMEND APPROVAL OF BEAUFORT COUNTY ENTERING IN TO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – November 25, 2024
PRESENTER INFORMATION:
John O'Toole, Executive Director, Beaufort County Economic Development Corporation 10 Minutes
ITEM BACKGROUND:
The EDC is recommending the County provide a Special Source Revenue Credit (SSRC) to Project Micro. If Council approves, this SSRC would essentially serve as the equivalence to a base Fee in Lieu of Tax (FILOT) – allowing the company to pay the equivalent of a 6% tax rate over a 20-year period.
PROJECT / ITEM NARRATIVE:
<p>Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest \$7.1 million and create 42 new jobs over the next five years.</p> <p>Because the facility Project Micro is relocating into already exists and new construction is not required, they are not eligible for a FILOT agreement. In order to offer benefits on par with a base FILOT, the BCEDC would like to pursue a special source revenue credit that is the tax equivalent to a base FILOT – 6% tax rate over a 20-year period. This will be added to an existing MCIP with Jasper County.</p>
FISCAL IMPACT:
Company will be offered equivalent to base FILOT – 6% over 20-year period.
STAFF RECOMMENDATIONS TO COUNCIL:
The BCEDC recommends moving forward with the SSRC for Project Micro.
OPTIONS FOR COUNCIL MOTION:
<ol style="list-style-type: none">1. Recommend SSRC agreement to full County Council for approval.2. Not approve.

ORDINANCE 2025/_____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG BEAUFORT COUNTY, SOUTH CAROLINA AND PROJECT MICRO, PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County (the “County”), a public body corporate and politic under the laws of the State of South Carolina, and Project Micro (the “Company”) desire to enter into a Special Source Revenue Credit Agreement (the “SSRC Agreement”), for a project qualifying under the provisions of Section 4-29-68 and Title 1, Chapter 4, Sections 170 through 175 of the Code of Laws of South Carolina 1976, as amended (the “Act”), concerning the establishment of its headquarters, as well as a warehousing and assembly facility supporting the aerospace, defense and space industry in the County through the acquisition of a building and related improvements thereon and/or therein; the construction of additional improvements; and/or the acquisition of personal property, including, but not limited to, all equipment, machinery, and/or furnishings, the cost of which is estimated to be \$7,109,000 over five years, and which is anticipated to create approximately 42 new, full-time jobs in the County (the “Project”); and

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas; and

WHEREAS, in order to induce the Company to locate the Project in the County, the County has agreed to make available to the Company certain benefits intended by the Act; and

WHEREAS, the Company has caused to be prepared and presented to the Beaufort County Council, the governing body of the County (the “County Council”), the SSRC Agreement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it appears that the SSRC Agreement is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. The County Council has made and hereby makes the following findings:

(a) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(b) The purposes to be accomplished by the Project are proper governmental and public purposes;

(c) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$7,109,000;

(d) The benefits of the Project to the public are greater than the costs to the public;

(e) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power.

Section 2. In order to promote industry, develop trade and utilize the manpower, products, and natural resources of the State of South Carolina, the form, terms, and provisions of the SSRC Agreement which is attached hereto are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the SSRC Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the SSRC Agreement to the Company, together with such changes as are not materially adverse to the County.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 4. The consummation of all transactions contemplated by the SSRC Agreement is hereby approved.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute and deliver a special source revenue credit agreement by and among Beaufort County, South Carolina and Project Micro, providing for the issuance of special source revenue credits and other matters related thereto.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

EXHIBIT A
SSRC AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

PROJECT MICRO

and

BEAUFORT COUNTY, SOUTH CAROLINA

[____], 2024

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Credit Agreement”) is made and entered into as of [____], 2024, by and among BEAUFORT COUNTY, SOUTH CAROLINA (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Beaufort County Council (“County Council”) as the governing body of the County and PROJECT MICRO, a [____] limited liability company (“Company”).

WITNESSETH:

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. The County has created or will create with Jasper County, South Carolina a multi-county industrial park (“Park) pursuant to a multi-county industrial park agreement (“Park Agreement”) entered into pursuant to the terms of the MCIP Act; and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a multi county industrial park, are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, annual payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park (each, a “Fee Payment”); and

WHEREAS, the County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, and Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, including Section 4-29-68 (collectively, the “SSRC Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide credits (“Special Source Revenue Credits” (“SSRC”)) for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (defined herein) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a multi-county industrial park in order to facilitate the grant of SSRCs; and

WHEREAS, the Company is planning an investment consisting of the expenditure of approximately \$7,109,000 in taxable investment (“Investment”) in connection with the acquisition by construction, lease, and/or purchase of certain land, buildings, furnishings, fixtures, and/or equipment and the creation of approximately 42 new, full-time jobs for the purpose of establishing its headquarters, as well as a warehousing and assembly facility supporting the aerospace, defense and space industry in the County (collectively, the “Project”); and

WHEREAS, the Project will be located on real property located entirely in the County of Beaufort, with improvements thereon, which is described more fully in Exhibit A, attached hereto ("Project Site"); and

WHEREAS, the County Council has determined that the Credit Agreement is an appropriate instrument to induce the Company to invest in the Project and create jobs in the County.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Credit Agreement, the parties agree to the following:

Section 1. Representations of the Company and County.

Section 1.1 The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of [____], has power to enter into this Credit Agreement, and by proper corporate action has been duly authorized to execute and deliver this Credit Agreement.

(b) The Company is or intends to become the owner of the Project Site.

(c) This Credit Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(d) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Credit Agreement.

(e) The agreement of the County to enter into this Credit Agreement and provide the SSRCs has been instrumental in inducing the Company to make the Investment in the Project.

Section 1.2 The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provision of the Act is authorized and empowered to enter into the transactions contemplated by the Credit Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Credit Agreement and any and all other agreements described herein or therein.

(b) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any agreement or instrument to which the County is now a party or by which it is bound, or will constitute a default under any of the foregoing

Section 2. Fee Payments and SSRCs.

(a) The County grants an annual 12% SSRC to the Company (and any assignee or Sponsor Affiliate compliant with the provisions of Section 12), for a period of twenty (20) years (“Credit Period”) against each annual Fee Payment due for Investments made in the Project that have been placed into service beginning in 2024 and by December 31, 2029 (“Investment Period”). Any SSRC provided under this Credit Agreement shall be used to reimburse the Company (and any assignee or Sponsor Affiliate, as applicable) for eligible expenditures, as permitted by the SSRC Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and Project Site, for improved or unimproved real estate, or for machinery and equipment. In no event shall the aggregate amount of SSRCs received as of any point in time exceed the amount of the aggregate amount of expenses toward such eligible expenditures as of such time by the Company (and any assignee or Sponsor Affiliate). SSRCs shall first be deemed to apply to all Project expenses other than machinery and equipment, notwithstanding any statutory presumption to the contrary.

(b) The Company (and any assignee or Sponsor Affiliate, as applicable) will file separate schedules with its annual PT-300 filing (or successor form), which shall include only assets placed in service from 2024 to 2029, with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as “BEAUFORT COUNTY 2024 SSRC ASSETS,” and a copy of the schedules should be provided to the County Auditor each year. Failure to file a separate schedule and to provide a copy of such schedule to the County Auditor on or before August 1 of each year results in a waiver of any SSRCs due for the year of such failure.

(c) The County shall credit the annual SSRCs against the payments in lieu of tax due to the County from the Company (and any assignee or Sponsor Affiliate, as applicable).

Section 3. Minimum Investment

(a) In the event the Company does not make and maintain an Investment of at least \$2.5 million in the Project (including the investment of any assignee or Sponsor Affiliate as described in Section 12 below) within and as of the end of the Investment Period, the SSRCs as described in Section 2(a) above shall terminate both prospectively and retroactively, and the Company shall repay to the County any shortfall in the Net Fee Payments made under this Credit Agreement and the payments that would have been due and payable had this Credit Agreement not been in effect.

(b) Any amounts determined to be owing pursuant to this Section 3 shall be subject to interest at the rates in effect for the late payment of ad valorem taxes and shall be due within 180

days after the last day of the Investment Period.

Section 4. Project Shall Remain in the Park. The County shall use its best efforts to ensure that the Project, once placed in the Park, will remain in the Park for a period not less than 20 years. If, for any reason, the Park Agreement is modified to exclude the Project, or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the SSRCs set forth in this Credit Agreement.

Section 5. Notices. Any notice, election, demand, request, or other communication to be provided under this Credit Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may subsequently furnish, in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Beaufort County, South Carolina
Attn: County Administrator
100 Ribaut Road
Beaufort, SC 29902

WITH A COPY TO: Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
Wjohnson@hsblawfirm.com

AS TO THE COMPANY: Project Micro
Attn: President
[]
[]

WITH A COPY TO: []
[]
[]

Section 6. Binding Effect. This Credit Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Credit Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7. Counterparts. The parties may execute this Credit Agreement in any number of counterparts, in original or by PDF, facsimile, or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 8. Governing Law. This Credit Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Credit Agreement and the SSRC Act, the SSRC Act controls.

Section 9. Amendments. The parties may modify or amend this Credit Agreement only in a writing signed by the parties.

Section 10. Further Assurance. From time to time, the County shall execute and deliver to the Company any additional instruments as the Company reasonably requests to evidence or effectuate the purposes of this Credit Agreement, subject to any approvals required to be obtained from County Council.

Section 11. Severability. If any provision of this Credit Agreement is illegal, invalid, or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid, or unenforceable provision are reformed to effectuate most closely the legal, valid, and enforceable intent and to afford the Company with the maximum benefits to be derived under this Credit Agreement and the SSRC Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage the Company to proceed with the Project in the County.

Section 12. Assignment. This Credit Agreement may be assigned in whole or in part only with the prior written consent or subsequent written ratification of the County, except than an assignment to an “Affiliate” shall not require consent (but shall require written notice to the County). An “Affiliate” is an entity or person that controls, is controlled by, or is under common control with another entity or person. Control shall be defined as greater than 50% of the ownership interests or voting interests in an entity. Provided, any assignee must execute a Joinder Agreement in the form attached hereto as Exhibit B and provide copies of its annual property tax filing to the County Auditor in the time period described in Section 2(b) above in order to receive SSRCs hereunder.

Upon execution of a Joinder Agreement in the form attached hereto as Exhibit B, any Sponsor Affiliate duly executing such Joinder Agreement shall be entitled to all of the benefits of this Credit Agreement, and its investments shall be aggregated with the investments of the Company for purposes of Section 3 above, provided that the Sponsor Affiliate must provide copies of its annual property tax filing to the County Auditor in the time period described in Section 2(b) above in order to receive SSRCs hereunder.

Section 13. Limited Obligation. THIS CREDIT AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER

CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Credit Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

Signature: _____

Name: Joseph Passiment

Title: Chairman

ATTEST:

Signature: _____

Name: Sarah W. Brock

Title: Clerk to County Council

IN WITNESS WHEREOF, the Company has caused this Credit Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

PROJECT MICRO

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 12.2 acres, more or less, and being shown on a plat prepared by George A.Z. Johnson, Sr., Surveyor, dated February 12, 1988, and as Parcels R-700-020-00-008, R700-020-00-009 and R700-020-00-009A and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 35 at Page 241.

EXHIBIT B
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Special Source Revenue Credit Agreement dated _____, 2024 (“Credit Agreement”) between Beaufort County, South Carolina (“County”) and a company identified as Project Micro (“Company”).

1. **Joinder to Credit Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Credit Agreement; (b) acknowledges and agrees that (i) in accordance with Section 12 of the Credit Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Credit Agreement; and (ii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Credit Agreement. Provided, the Sponsor Affiliate must provide copies of its annual property tax filing to the County Auditor in the time period described in Section 2(b) of the Credit Agreement in order to receive SSRCs thereunder.
2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Credit Agreement.
3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.
4. **Notice.** Notices under Section 5 of the Credit Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date	Name of Entity
------	----------------

Signature: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Credit Agreement as of the date set forth above.

Signature: _____
 Name: _____
 Title: _____
 Date: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

ITEM TITLE:
RECOMMEND APPROVAL OF PLACING LAND PURCHASED BY PROJECT MICRO INTO AN EXISTING MULTI-COUNTY INDUSTRIAL PARK – Project Micro
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee November 25, 2024
PRESENTER INFORMATION:
John O'Toole, Executive Director, Beaufort County Economic Development Corporation 10 Minutes
ITEM BACKGROUND:
Placing Project Micro into existing Multi County Industrial Park.
PROJECT / ITEM NARRATIVE:
<p>Placing projects in MCIP will allow the company to take advantage of an additional \$1,000 job tax credit per net new job. These credits can be used towards the company's corporate income tax over a five-year period as long as the jobs are maintained.</p> <p>Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest \$7.1 million and create 42 new jobs over the next five years.</p>
FISCAL IMPACT:
Allocation of revenue would be 99% to Beaufort County and 1% to Jasper County in the Beaufort County portion of the park and 99% to Jasper County and 1% to Beaufort County in the Jasper County portion of the park. This project would fall within the Beaufort County portion of the park.
STAFF RECOMMENDATIONS TO COUNCIL:
The BCEDC recommends moving forward with the MCIP for Project Micro.
OPTIONS FOR COUNCIL MOTION:
<ol style="list-style-type: none">1. Recommend MCIP agreement between Beaufort County and Jasper County to full County Council for approval.2. Not approve.

ORDINANCE 2025/_____

AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN BEAUFORT COUNTY AND JASPER COUNTY (PROJECT MICRO); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN BEAUFORT COUNTY; AND TO ADDRESS OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Beaufort County, South Carolina:

Section 1. Findings and Determinations; Purpose.

- (a) The Council finds and determines that:
 - (1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (“multi-county parks”);
 - (2) the use of multi-county parks is important in attracting and encouraging the investment and retention of capital and the retention and creation of jobs in the County.
- (b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Jasper County (the “Park”).

Section 2. Approval of Park Agreement; Authority of Officials.

- (a) The Council Chair is authorized, empowered and directed, in the name of and on behalf of Beaufort County, to execute, acknowledge, and deliver a Multi-County Park Agreement between Beaufort County, South Carolina and Jasper County, South Carolina (Project Micro) (the “Park Agreement”). The Clerk to Council is authorized to attest the execution of the Park Agreement by the Council Chair. The form of the Park Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Park Agreement are incorporated into this ordinance as if the Park Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Park Agreement and all of its terms, provisions and conditions. The Park Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Park Agreement.
- (b) Prior to the execution of the Park Agreement as provided in subsection (a) of this Section 2, the Council Chair is authorized and directed to remove any property from the schedule of properties proposed to be included in the Park if at such time the property is located inside the boundaries of a municipality and the municipality has not consented to the creation of the Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless the property was previously included in another multi-county park.
- (c) Notwithstanding the provisions of subsection (a) of this Section 2, the Council Chair is authorized to execute the Park Agreement only upon the public announcement,

including revelation of the company name, by the Company of its intentions to locate and develop the project on the property described in the Park Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Beaufort County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County and the portion of fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Jasper County shall be thereafter paid by the Treasurer of Beaufort County to the Treasurer of Jasper County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County and the portion of the fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Beaufort County shall thereafter be paid by the Treasurer of Jasper County to the Treasurer of Beaufort County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. If any of the Park properties located in either Beaufort County or Jasper County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Beaufort County portion of the Park to be retained by Beaufort County shall be distributed within Beaufort County in accordance with this subsection:

(1) First, unless Beaufort County elects to pay or credit the same from only those

revenues which Beaufort County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Beaufort County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Beaufort County, to reimburse Beaufort County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Beaufort County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County orders, resolutions and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chair

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading: _____, 2024
Second Reading: _____, 2024
Public Hearing: _____, 2024
Third and Final Reading: _____, 2024

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Exhibit A to Ordinance No. 2024/ _____

**Multi-County Park Agreement
(Project Micro)
between
Beaufort County, South Carolina and Jasper County, South Carolina**

See attached.

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**MULTI-COUNTY PARK AGREEMENT
(PROJECT MICRO)**

between

BEAUFORT COUNTY, SOUTH CAROLINA

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of _____, 2024

Multi-County Park Agreement Project Micro

This MULTI-COUNTY PARK AGREEMENT (Project Micro) is made and entered into as of the ____ day of _____, 2024, by and between BEAUFORT COUNTY, SOUTH CAROLINA (“Beaufort County”) and JASPER COUNTY, SOUTH CAROLINA (“Jasper County”) (collectively, Beaufort County and Jasper County are the “Parties”), each a body politic and corporate, a political subdivision of the State of South Carolina (“Park Agreement”).

In consideration of the mutual agreements, representations and benefits contained in this Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Beaufort County and Jasper County agree as follows:

1. Effective Date. This Park Agreement is effective at 12:00 a.m. (midnight), [_____] , 2024 (the “Effective Date”).

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the “MCP Law”), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Beaufort County authorized and approved this Park Agreement by passage of Ordinance No. _____ and Jasper County authorized and approved this Park Agreement by passage of Ordinance No. _____.

3. Purpose. The purpose of this Park Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law and (ii) encourage the investment of capital and the creation of jobs in Beaufort County and Jasper County.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Park Agreement (the “Park”).

5. The Park. (A) Location. The Park consists of certain property located in Beaufort County as further identified in Exhibit A (Beaufort County) to this Park Agreement, and property located in Jasper County, as further identified in Exhibit B (Jasper County), to this Park Agreement. The Park may consist of non-contiguous properties within each county. The Parties acknowledge that on the Effective Date, the Park does not contain any property located in Jasper County.

(B) *Addition and Removal of Property.*

(1) County Action. Property may be added to or removed from the Park by ordinance of the county in which the subject property is located, provided that the host county shall provide notice to the non-host county as well as revised exhibits pursuant to subsection (2) below.

(2) Revised Exhibits. If property is added to or removed from the Park, this Park Agreement is deemed amended and a revised Exhibit A (Beaufort County) or Exhibit B (Jasper County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Beaufort County and Jasper County.

(3) Public Hearings and Notice. Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the

property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable and known, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Park Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park (“Fee in Lieu of Taxes” or “FILOT”).

7. Allocation of Expenses. Beaufort County and Jasper County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	100%
(2)	Jasper County	0%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	0%
(2)	Jasper County	100%

8. Allocation of Revenues. Beaufort County and Jasper County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	99%
(2)	Jasper County	1%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	1%
(2)	Jasper County	99%

9. Revenue Allocation Within Each County.

(A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Beaufort County and to Jasper County, as applicable, according to the proportions established by Paragraph 8 of this Park Agreement. With respect to revenues allocable to Beaufort County or Jasper County by way of FILOT generated within the respective county (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body

of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County*. Revenues allocable to Beaufort County by way of FILOT generated within Jasper County shall be distributed solely to Beaufort County. Revenues allocated to Jasper County by way of FILOT generated within Beaufort County shall be distributed solely to Jasper County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Beaufort County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Beaufort County portion of the Park and the terms of those agreements shall be at the sole discretion of Beaufort County. The Parties further agree that entry by Jasper County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Jasper County portion of the Park and the terms of those agreements shall be at the sole discretion of Jasper County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Park Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff’s Department of Jasper County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff’s Department of Beaufort County. If any of the Park properties located in either Jasper County or Beaufort County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Park Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Park Agreement.

15. Amendments. The provisions of this Park Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Park Agreement are inserted for convenience only and do not constitute a part of this Park Agreement.

17. Governing Law. This Park Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Park Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Park Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Park Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Beaufort County nor Jasper County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Park Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Park Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination.

(A) *Duration and Renewal.* This Park Agreement commences on the Effective Date and shall continue with respect to each parcel included in the Park for at least the duration of any special source revenue credits applicable to such parcel.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Park Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Park Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph Passiment, Chair, County Council

ATTEST:

Sarah W. Brock, Clerk to Council

[Additional Signature Page Follows]

JASPER COUNTY, SOUTH CAROLINA

By: _____
L. Martin Sauls, IV, Chair, County Council

ATTEST:

Wanda Simmons, Clerk to Council

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EXHIBIT A (Beaufort County)

Beaufort County Property

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PROJECT MICRO
LEGAL DESCRIPTION



EXHIBIT B (Jasper County)

Jasper County Property

NONE AS OF [____], 2024

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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 9.

ITEM TITLE:
RECOMMEND AWARDDING A CONTRACT FOR BROADBAND EXPANSION TO SERVE UNDERSERVED AREAS OF BEAUFORT COUNTY TO CONNECT HOLDING, LLC (aka BRIGHT SPEED) FOR RFP #111824 (BEAUFORT COUNTY BROADBAND PROJECT) IN THE AMOUNT OF \$367,069 TO BE FUNDED WITH ARPA FUNDS.
MEETING NAME AND DATE:
FINANCE, ADMINISTRATION & ECONOMIC DEVELOPMENT COMMITTEE – NOVEMBER 25, 2024
PRESENTER INFORMATION:
Hank Amundson, Special Assistant to the County Administrator (10 mins.)
ITEM BACKGROUND:
<p>ARPA funds may be utilized for the extension of broadband services into underserved areas. County Council identified broadband expansion to rural and underserved areas of the County in February of 2022 in their original ordinance receiving ARPA funds and allocating those funds.</p> <p>In October of 2024, Beaufort County put out an RFP for Broadband Expansion in underserved areas of Beaufort County. This target area was identified by the State of South Carolina.</p>
PROJECT / ITEM NARRATIVE:
<p>The result of the RFP that was put out in October of 2024 was that 4 companies proposed plans to serve the target area and homes shown to be underserved. After receiving and reviewing the proposals, proposals were scored and ranked. At that point, interviews were held with the two highest scoring proposers.</p> <p>After interviews, the two finalist proposals were re-scored.</p> <p>Bright Speed emerged as the best fit for this project. Bright Speed will be investing \$1,632,416 and The County will fund the remainder of this expansion with ARPA funds totaling \$367,069.</p>
FISCAL IMPACT:
<p>\$367,069 of remaining ARPA funds.</p> <p>Acct. # 2330-40-0000-54100</p>
STAFF RECOMMENDATIONS TO COUNCIL:
<p><i>(Staff recommends approval to award Connect Holding, LLC (Bright Speed) for RFP 111824 BEAUFORT BROADBAND Project) Forward to County Council on December 9 for final approval and award.</i></p>
OPTIONS FOR COUNCIL MOTION:
<p>MOTION TO APPROVE/DENY "RECOMMEND AWARDDING A CONTRACT FOR BROADBAND EXPANSION TO SERVE UNDERSERVED AREAS OF BEAUFORT COUNTY TO CONNECT HOLDING, LLC (aka BRIGHT SPEED) FOR RFP #111824 (BEAUFORT COUNTY BROADBAND PROJECT) IN THE AMOUNT \$367,069 TO BE FUNDED WITH ARPA FUNDS."</p>

Beaufort County Broadband Project

Beaufort County is seeking qualified proposals from private provider(s) to deploy, operate, and maintain a broadband internet network which delivers high-speed broadband to currently unserved or underserved premises in unincorporated Beaufort County.

SECTION ONE SCOPE OF WORK

1. Introduction

This RFP reflects the commitment of Beaufort County to ensure high-speed broadband is available to as many residents and businesses in unincorporated Beaufort County (hereinafter primarily referred to as “County”) as possible. The successful Internet Service Provider(s) or other organization(s) responding to this RFP (hereinafter referred to as “Applicant”) will be expected to deploy a network that meets the eligibility requirements set forth in the American Rescue Plan Act of 2021 (ARPA), PL 117-2 (March 11, 2021), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.). Successful applicants will demonstrate a clear and achievable plan to deliver high-speed, reliable, and affordable broadband communications services in one or more un/underserved area in unincorporated Beaufort County (see Figure 1).

The County is offering one-time direct capital funding to qualified and committed private sector partners to support deployment. Furthermore, to achieve their goal, the County understands it may need to fund more than one Applicant to achieve the County’s desired solution.

The purpose of the direct capital funding will be to partially defray the cost of the infrastructure necessary to meet the requirements of the RFP, which might include construction or improvement of fiber optics, cabinets, pedestals, poles, pole attachments, CPE, etc. (collectively this infrastructure is hereinafter referred to as “Assets”). Applicants may submit multiple approaches to this RFP within a single proposal that differ in service areas, technology, requested County funding, timing of deployment, eligibility requirements or any combination thereof.

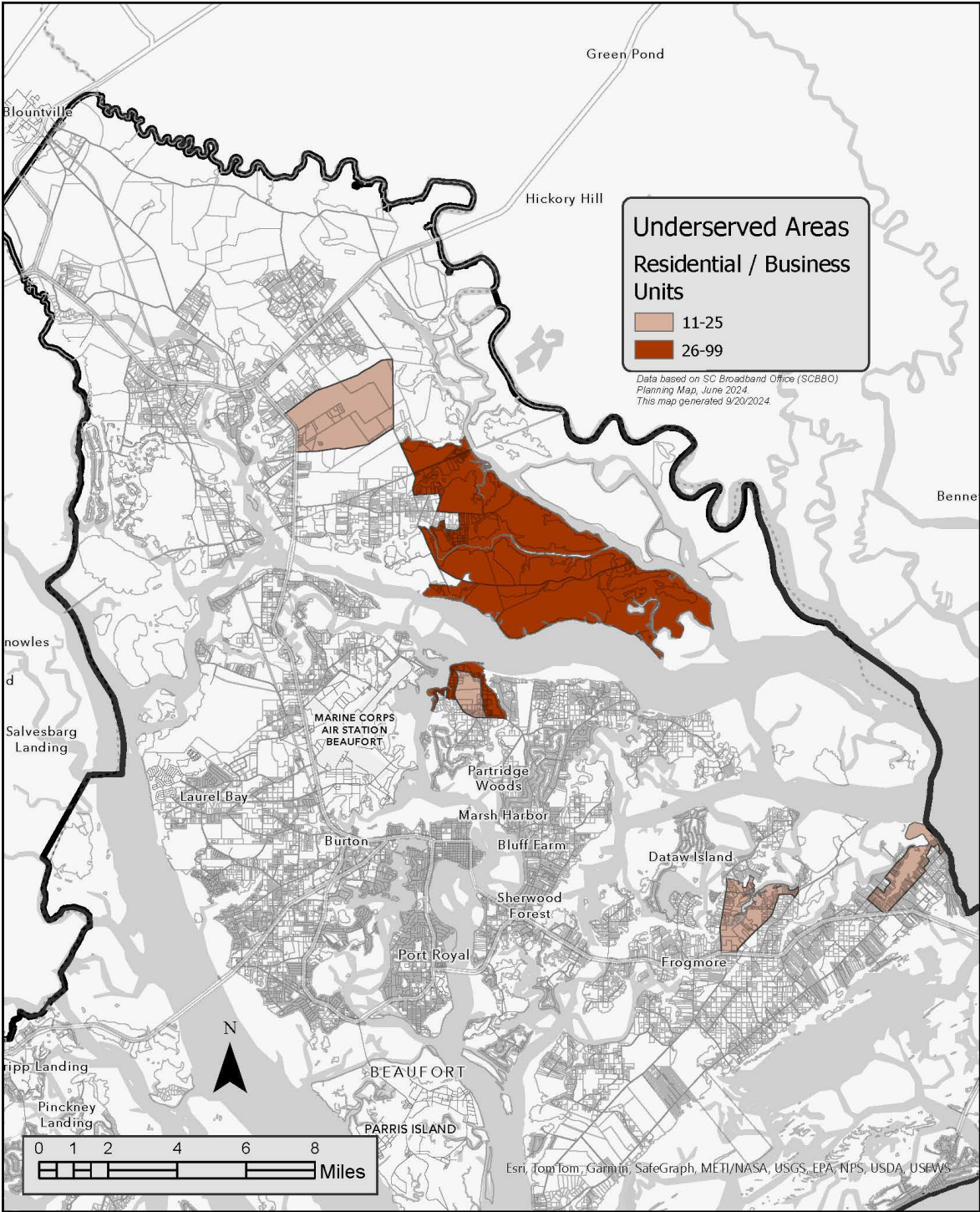
Through this RFP, the County seeks proposals from Applicants to build, operate, and maintain Assets to provide underground fiber broadband internet service throughout one or more geographic area(s) of unincorporated Beaufort County.

The County seeks proposals that state clearly how many premises will be covered and at what levels of service.

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Figure 1: Unincorporated Beaufort County Underserved/Unserved

The Applicant shall clearly and thoroughly define any proposed solutions or technical alternatives which may not meet the eligibility requirements of ARPA due to constraints with geography, topography, or excessive costs, but will expand high-speed internet to un/underserved premises.



2. Project Overview, Purpose, and Objectives

The following are the County's requirements and goals under this RFP.

2.1. Provide High-Speed Internet Service to Unserved and Underserved Premises

The County seeks to make available high-speed broadband services to as many premises in the County as possible, specifically to underserved or unserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps upload speed.

The high-speed broadband services shall specifically provide a service designed to reliably meet or exceed a symmetrical speed of 100 Mbps download and 100 Mbps upload; or in cases where the symmetrical 100/100 Mbps service is not practicable, provide a service designed to reliably meet or exceed 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps download and 100 Mbps upload. Interim Rule, 31 C.F.R § 35.6(e)(2), 86 Fed. Reg. 26786, 26823.

The purpose of the RFP is to seek fiber broadband solutions from one or more Applicants proposing one or multiple solutions over all or portions of the unincorporated county. From these RFP responses, the County will select the best Applicant(s), to finalize project details by creation and execution of a contract with the County.

The County does not intend to enter the broadband business as a competitive service provider. The County does not intend to own the network infrastructure assets it financially supports through this RFP process.

The County does not intend to operate the network enterprise it financially supports through this RFP process. The network enterprise will be owned and operated by the selected Applicant, and/or Applicant's subcontractor, as per the contract to be negotiated with the County.

If the Applicant is currently providing service in some areas of the County, the County requires that the Applicant provide similar pricing and service tiers for data services the Assets in the newly served areas.

This request for proposals does not constitute a contract for services performed or to be performed. The County intends the project be deployed in a continuous fashion commencing immediately upon contract execution.

2.2. Beaufort County Financial Contribution & Federal Funding Requirements

The County will provide a direct capital dollar contribution for the project to one or more Applicants under the terms and timelines specified in a negotiated contract. The County funding will be released upon completion and acceptance of agreed upon project milestones.

All deployment, maintenance, and operational costs, including customer acquisition and customer service, will be the responsibility of the Applicant.

The capital financial contribution of the County is explicitly designed to compensate and adjust the overall project's financial metrics to acknowledge that the selected Applicant will be creating and making available specific, pre-defined broadband products within one or more specified geographic areas of Beaufort County. Contiguous geographic areas are not required.

3. Service Areas

The County seeks to close the broadband availability gap throughout unincorporated Beaufort County. Address level data is also available as a web service upon request. Applicants are encouraged to supplement this data with other available sources. Applicants may also provide proof of underserved areas using proprietary data or other state, federal, or private sources. Applicants are encouraged to provide response information engineered to the highest level of detail possible for an RFP of this nature. Beaufort County GIS mapping resources can be found at: <https://www.Beaufortcountysc.gov>

4. Project Requirements

The following section is intended to describe the network and product requirements associated with the Rural Broadband Coverage project.

4.1. Technical Requirements

Applicants' proposed solutions should meet the following technical performance requirements:

- 4.1.1 System designed to 99.9% uptime.
- 4.1.2 Network backhaul capacity per base station site must be 1 Gigabit per second (Gbps) minimum, but capable of scaling to accommodate the maximum customer capacity as designed.
- 4.1.3 Total Internet peering capacity must accommodate the aggregate backhaul bandwidth of all base stations be scalable if implementing a hub-and-spoke design.
- 4.1.4 All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage.
- 4.1.5 If Applicant has a technology or solution which does not meet the speed eligibility requirements of ARPA but the technology or solution will reliably serve un/underserved premises with high-speed internet, Applicant is encouraged to submit a proposal which clearly identifies levels of services obtainable and the anticipated number of premises able to be served.

4.2 Open Access Requirements

There are no requirements for open access related to this RFP.

4.3 Network Construction Standards

Applicants should expect that upon successful completion of a negotiated contract for deployment of a rural broadband network, and commencement of work by the selected Applicant, the County may provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract.

The selected Applicant will fully engineer and permit the project prior to commencement of construction as a function of the negotiated contract.

Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to fiber optic installations.

The selected Applicant will be expected to have all routes surveyed by a licensed surveyor as well as provide the County with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design(s). The County has available certain GIS layers that may prove useful to the applicant, which can be found at: <https://www.beaufortcountysc.gov>. However, Applicant shall note that GIS layers for parcel lines, public easements, and right of ways do not suffice as a survey of for public routes/sites.

Other construction requirements that are the responsibility of the Applicant include:

- 4.3.1 Provide the County with monthly reports of activities and progression towards milestones, such reports to include information as required by the county.
- 4.3.2 Provide the County with ongoing service statistics regarding adoption rates of service(s).
- 4.3.3 Work with all appropriate agencies to obtain all required right of way approvals.
- 4.3.4 Obtain all required permits and private easement approvals.
- 4.3.5 Coordinate project deployment with all utilities.
- 4.3.6 Obtain any necessary contractor licensing issued by the Beaufort County Building Services.
- 4.3.7 Provide on-site construction inspections to ensure design.
- 4.3.8 Coordinate and resolve third party or private claims.
- 4.3.9 Repair any and all damages to private property.
- 4.3.10 At all times, maintain an adequate staff of experienced and qualified employees for efficient performance.
- 4.3.11 At all times, furnish or perform any services in a safe, proper, and workmanlike, manner.

4.4 Network Equipment, Design and Technical Specifications

The Applicant must provide network architecture documentation. These should include:

- 4.4.1 Fiber/circuit utilization
- 4.4.2 Equipment to be used
- 4.4.3 Active equipment locations
- 4.4.4 Logical equipment designs and specifications
- 4.4.5 Any other documents necessary to define and describe the intended architecture.

Network architecture should consider a redundant topology that provides resiliency in the network. While not every component of the network can be redundant, where feasible the Applicant should

take steps to make service offerings as resilient as possible. It is expected that an Applicant may have some preexisting core Assets (fiber, towers, hut sites, etc.) they intend to utilize in providing services to the proposed service areas. Applicants utilizing preexisting infrastructure should describe how these Assets fit into their proposed network architecture. The Applicant will be responsible for selecting equipment that can deliver the service as outlined in section 4.1.

4.5 Network Test and Acceptance Standards

The Applicant will be required to demonstrate network performance to specified test standards. These standards will need to be met for services offered and infrastructure built or contracted. Speeds will be tested and proven as negotiated in the contract.

4.6 Presence in County

While the successful Applicant will receive a capital dollar subsidy from the County, the Applicant may also be contributing significant capital and operational Assets and shall demonstrate they can successfully deliver broadband where the network is required to offer service.

A significant component of the scoring criteria will be the County's assessment of the Applicant's proposed presence within the County, demonstrating its ability to provide adequate service and support to its customers.

4.7 Network Deployment Timing

The County intends the project be deployed in a continuous fashion commencing immediately upon contract execution.

The County requires that all Rural Broadband Project(s) be completed prior to September 2024, preferably sooner, or by the negotiated date of the contract with the County. Within their RFP response, Applicants shall provide a proposed schedule for implementation that reflects the most expeditious timeline possible, including engineering, permitting, licensing, construction, and validation.

4.8 Service Requirements

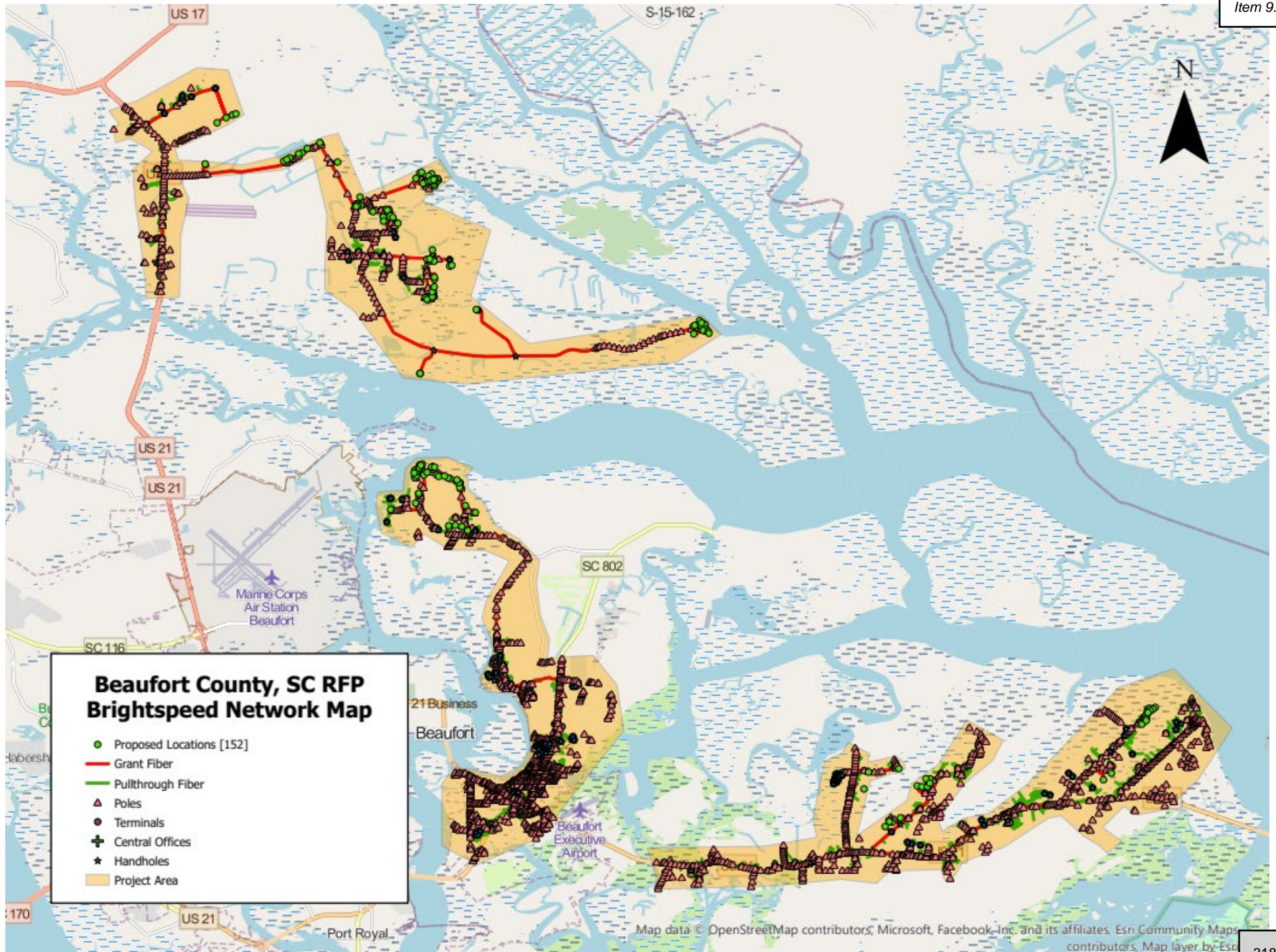
Applicants' proposed solutions should meet the following service requirements:

- 4.8.1 All residential and commercial services within the agreed territory are able to request and receive service install perpetually at no cost for the fiber install. Households that initially decline service at rollout may request service at a later date with no additional costs incurred.
- 4.8.2 Any costs for in-home hardware must be equal to what you would require for someone wishing to sign up for service as a customer elsewhere in your service territory.

- 4.8.3 Services are to be offered perpetually or until such time this infrastructure is no longer viable technology for broadband delivery.
- 4.8.4 This infrastructure may not be sold, only transferred if you were to be acquired in a merger, in which case the same terms would need to be disclosed to the firm acquiring them.
- 4.8.5 Applicant must already service fiber infrastructure within 15 miles of the proposed project area.

Vendor <i>Click row to open scorecard</i>	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Key Milestones Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Comcast Cabl...	20.67	19	21.33	20	81
Connect Holdi...	22.33	22.67	20.67	21.67	87.3
Emisha Innova...	13.33	11.67	8.33	10	43.3
Verizon	13.33	10	13.33	10.67	47.3

Beaufort County Broadband Project			
RFP 111824			
Summary Score Sheet			
ROUND 2 SCORES			
Evaluators	Name of Company	Name of Company	Name of Company
	<u>Comcast</u>	<u>Connect Holdings</u>	
Amundson	77	90	
Morgan	78	90	
Polite	79	87	
TOTALS:	234	267	0
1. Connect Holdings	267		
2. ComCast	234		





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:

RECOMMENDATION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ACCEPT A FEDERAL SUBAWARD GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH FOR \$23,229.60.

MEETING NAME AND DATE:

Finance Administration and Economic Development Committee - November 25, 2024

PRESENTER INFORMATION:

John Robinson, ACA Public Safety

2 minutes

ITEM BACKGROUND:

Beaufort County Mosquito control applied for and has been awarded a grant from the South Carolina Department of Public Health in the amount of \$23,229.60. This is a Federal Subaward grant with no matching funds required. The purpose of the grant is to assist in obtaining mosquito control-related items to respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges.

PROJECT / ITEM NARRATIVE:

Acceptance of a grant for Beaufort County Mosquito Control

FISCAL IMPACT:

No fiscal impact. No matching funds are required.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval a motion to accept the grant.

OPTIONS FOR COUNCIL MOTION:

Motion to authorize the County Administrator to accept the Subaward Grant from the South Carolina Department of Public Health for Beaufort County Mosquito Control for \$23,229.60.

Next steps - Move forward to County Council for approval on December 9, 2024



Chris Evans, MS,

State Public Health Entomologist
Vector-Borne Diseases Laboratory
8231 Parklane Rd Bldg 5 Rm 509
Columbia, SC 29223-4903

November 12, 2024

Award Notification

Robert Cartner
Director
Beaufort County Mosquito Control
84 Shanklin Rd
Beaufort, SC 29906-8427

Dear Robert Cartner,

South Carolina received funding to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. This letter contains details on the amount of funding you received, acceptance of the contract, and reimbursement procedures. The funds are coming from the Consolidated Appropriations Act of 2023 (p. 1855; Division N – [Disaster Relief Supplemental Appropriations Act, 2023](#)). Funds were competitively offered from the Centers for Disease Control and Prevention (CDC) via the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant.

As a pass-through agency, the South Carolina Department of Public Health (SC DPH) will assist local municipalities with funding to obtain mosquito control equipment, insecticides, vehicles/trailers/ATVs/drones for mounting adulticiding or larviciding equipment, storage, personal protective equipment, mosquito surveillance tools, surveillance/tracking software, and mosquito control training. Our goal is to strengthen the capacity of mosquito control programs by enhancing infrastructure so that local governments in South Carolina can respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges.

You must spend these Hurricane Recovery Funds by July 31, 2025, which is the end of the 2025 federal fiscal year. Because these funds are being made available to enhance the long-term infrastructure and hurricane recovery response of mosquito control programs, funds cannot be used for: (1) personnel; (2) municipalities that do not currently have a mosquito control program already in place; or (3) as “seed money” to start a new mosquito control program. **We ask that your jurisdiction not use these funds to replace the normal budget that your mosquito control program receives, but instead use the funds to help strengthen the capacity and capability of your mosquito program.**

Funding in the amount of **\$23229.60** has been allocated for your use in purchasing mosquito control-related items equipment and products. This amount may differ from the estimated amount in your preliminary notice of award due to some municipalities declining funds and to the inclusion of additional mosquito control agencies.

Please sign and date or have your designated signatory sign and date the attached contract agreement, which basically states that you will spend the awarded funds only on items related to mosquito control and that you will submit an invoice and receipts to SC DPH for reimbursement. **Also, please sign the attached FFATA form and return it with your contract.** You listed the signatory name for the contract as **Michael R. Moore**. Please return the signed contract to me so that the SC DPH signatory can add her signature. Once the contract is signed by all parties, a copy will be sent to you.

Obtaining prior approval before committing to purchase any items is required to make sure your items are reimbursable. You can obtain prior approval by providing a generalized list of items (e.g., a backpack or ULV sprayer or larvicides) you plan to purchase via e-mail to SC DPH Vector-Borne Diseases lab staff members, VECTOR@dph.sc.gov. You will be responsible for obtaining quotes and making purchases.

For full reimbursement, you must

- Make all purchases on or before July 31, 2025.
- Send us an **INVOICE FROM YOUR MUNICIPALITY** showing an itemized list of everything purchased (Quantity, Unit of Measurement, Item Description, Unit Price, Extended Price, then totaled at the bottom). Your jurisdiction's invoice should total all the individual vendor's invoices for which you are requesting reimbursement.
 - We cannot pay the vendor directly. We can only pay you, which is why we need the invoice requesting reimbursement to come from your municipality. The invoice can be created on your jurisdiction's letterhead if you don't have a formal way of sending an invoice. Microsoft Excel offers generic invoice templates for you to download and edit to fit your needs.
 - **Your remittance or "submit payments to" address must be the same as the address associated with your South Carolina Vendor Number** (<https://webprod.cio.sc.gov/SCVendorSearch/vendorSearch.do>).
- Send all receipts OR vendor's invoices. The invoice(s) you receive from the vendor may serve as a receipt.

Once we receive your jurisdiction's invoice and attached vendor's invoices/receipts, the Vector-Borne Disease Lab staff will submit a purchase request to DPH's Accounts Payable for payment to the name and address associated with your South Carolina Vendor Number.

Please spend all your funds so that we will be able to take advantage of future funding opportunities. This is an opportunity to strengthen the capacity and capability of your mosquito control program by building a stronger infrastructure necessary to effectively reduce post-hurricane mosquito population surges or battle mosquito-borne diseases. We are excited about this opportunity to support mosquito control in South Carolina. Please reach out to us regarding any questions or concerns.

Sincerely,



Chris L. Evans, MS PhD

Contact Information for Vector-Borne Diseases Lab Staff (VECTOR@dph.sc.gov):

Chris Evans EVANSCL@dph.sc.gov 803-896-3802	Lauren Rustin RUSTINLP@dph.sc.gov 803-896-0940	Gabe Begley BEGLEYGD@dph.sc.gov 803-896-0579
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CC: Michael R. Moore; County Administrator; michael.moore@bcgov.net

**FEDERAL SUBAWARD
BETWEEN
SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH
AND
COUNTY COUNCIL OF BEAUFORT COUNTY**

This Federal Subaward shall be between the South Carolina Department of Public Health (DPH a.k.a. Passthrough Entity) and County Council of Beaufort County (a.k.a. Subrecipient).

PURPOSE: DPH will provide funding to Subrecipient to assist Subrecipient in obtaining mosquito control-related items to respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges. These surges might also increase the likelihood of human infections due to secondary infections from mosquito bites or mosquito-borne viruses. Awarded funds are limited to purchasing only mosquito control-related items.

I. SCOPE OF SERVICES

A. Subrecipient shall:

1. Obtain quotes for mosquito control-related items in accordance with its local procurement procedures and requirements. Mosquito control-related items may include mosquito control equipment, products, insecticides, vehicles/trailers/ATVs/drones for mounting adulticiding or larviciding equipment, storage, personal protective equipment, mosquito surveillance tools, surveillance/tracking software, and mosquito control training.
2. Seek prior approval from SC DPH Vector-Borne Diseases (DPH VBD) lab staff members before committing to purchase any items to make sure your items are reimbursable. For prior approval, send a generalized list of items (for example, a backpack or ULV sprayer or larvicides) you plan to purchase via e-mail to VECTOR@dph.sc.gov.
3. Spend awarded funds on approved mosquito control-related items in accordance with its local procurement procedures and requirements.
4. Make all purchases on or before July 31, 2025, to qualify for reimbursement. Purchases made after July 31, 2025, will not be reimbursed. The Subrecipient should not spend beyond the limit of the awarded amount.
5. Receive all purchased mosquito control-related items by July 31, 2025, and before requesting reimbursement.
6. Send DPH VBD lab staff members an invoice from your municipality and all receipts together at one time for full reimbursement of purchased mosquito control-related items. The invoice must include product name, quantity, unit price, extended price, and total price. Your jurisdiction's invoice should total all the individual vendor's invoices for which you are requesting reimbursement. The address on your invoice must be the same as the address associated with your South Carolina Vendor Number (<https://webprod.cio.sc.gov/SCVendorSearch/vendorSearch.do>). The invoice(s) you receive from the vendor may serve as receipt(s). The municipality's invoice and attached receipts may be sent via e-mail to VECTOR@dph.sc.gov.
7. Welcome a site visit by DPH or CDC to confirm the physical possession of purchased mosquito control-

related items.

8. Cooperate in any interview conducted by CDC or DPH to determine how acquired mosquito control-related items will help to respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges.

B. DPH shall:

1. Be responsible for approving all items before they are purchased.
2. Reserve the right, separately or in conjunction with CDC, to perform a site visit to confirm the physical possession of purchased mosquito control-related items.

II. SOURCE OF FUNDING and AMOUNT

The current amount of funding per this subaward is \$23229.60 from the following sources:

SOF1 CFDA 93.323 CK24-0002 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC): Vector-Borne Diseases and Tick-Associated Conditions” **\$23229.60**

Attachment(s) SOF1 contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

III. PROJECT PERIOD

The federal project period for SOF1 “CFDA 93.323 CK24-0002 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC): Vector-Borne Diseases and Tick-Associated Conditions” BEGINS on August 1, 2024 and ends on July 31, 2025.

IV. PERIOD OF PERFORMANCE

This Subaward shall become effective on August 1, 2024 or whenever all parties have signed, whichever is later and ends July 31, 2025.

Subrecipient must not begin work before the effective date unless specifically directed by DPH.

V. COMPENSATION

- A. DPH agrees to reimburse the Subrecipient for reasonable and necessary costs incurred for the purchase of approved items as described in the Scope of Services Section up to the amount of \$23229.60. Only costs of items purchased during the effective dates of the subaward will be reimbursed. Reimbursable costs are the purchase prices of the items including sales taxes but not including optional warranties or extended maintenance coverage.

In no event, will the total amount to be paid under this Subaward exceed \$23229.60, inclusive of all expenses.

- B. **Budget** No costs other than the purchase prices of approved items will be reimbursed under this subaward.
- C. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. Title will vest in accordance with the requirements of 2 CFR 200.313 and the SOF1.
- D. **Indirect Cost** DPH will not reimburse for any indirect costs.

- E. **Prior Approvals** Subrecipient must obtain prior approval before obligating or expending Subaward funds

for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

Subrecipient shall not subcontract any of the work or services covered by this Subaward without DPH's prior written approval.

Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.

F. **Prohibited Items** No costs other than the purchase prices of approved items will be reimbursed under this subaward.

G. **Travel** No costs other than the purchase prices of approved items will be reimbursed under this subaward.

VI. NO INTEREST OR LATE FEES

No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient's exclusive means of recovering any type of interest from DPH. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DPH shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

VII. METHOD OF PAYMENT/INVOICING

Subrecipient shall submit a **one-time** request for reimbursement (invoice) for purchased mosquito control-related items as outlined in the Scope of Services. Reimbursement will be for actual allowable costs incurred. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The request for reimbursement should be received by DPH by September 12, 2025. Please refer to the attachment "SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION" for details on invoice submission and supporting documentation.

INVOICING

Subrecipient must send the list of purchased mosquito control-related items and all receipts together at one time for full reimbursement. All mosquito control-related items purchased on or before July 31, 2025, must be submitted for reimbursement (invoiced) by Subrecipient to DPH by September 12, 2025. Invoices for mosquito control-related items purchased by July 31, 2025, that are received after September 12, 2025, may not be paid. Purchases made after July 31, 2025, will not be reimbursed.

Mail requests for payment to the attention of program contact:

Dr. Chris L. Evans
Public Health Laboratory
8231 Parklane Rd BLDG 5 RM 509
Columbia, SC 29223-4903
Email: EVANSCL@DPH.sc.gov

VIII. REPORTING REQUIREMENTS

A. Annual Risk Assessment Survey

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

B. Audit Verification

On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

C. Audit Results

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

D. Cost Allocation

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure.

E. FFATA

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$25,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. DPH maintains that responsibility.

F. Programmatic Reporting

The Subrecipient must send a list of all mosquito control-related items purchased, including product name, quantity, unit price, extended price, and total price. The Subrecipient must send receipts for all purchased items.

IX. SAM (System for Award Management)

On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the Subaward.

X. ACCESS TO RECORDS

Subrecipient must permit DPH and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow DPH and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow DPH to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

XI. CLOSEOUT OF SUBAWARD

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention

- perform audits

XII. TERMS AND CONDITIONS

- A. Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. MINORITY BUSINESS

To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must make positive efforts to use small and minority-owned businesses or individuals.

2. **SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DPH's prior written approval.
3. **ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DPH's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.
4. **AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.
5. **RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time DPH deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Subrecipient shall allow DPH to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DPH.

Subrecipient must dispose of records containing DPH confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DPH, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

6. TERMINATION

- a. DPH may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the Subrecipient.
- b. DPH funds for this Subaward are payable from federal sources. If funds are not granted or otherwise

available to DPH to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient without any further obligation by DPH, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in DPH's sole discretion. DPH has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.

- c. DPH may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DPH. DPH may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

- 7. **NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DPH.

Subrecipients that administer or provide DPH programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DPH-funded programs, activities and services.

- 8. **INSURANCE** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from Subrecipient's activities under the Subaward and for which Subrecipient may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Subaward, and general liability insurance. If coverage is claims-based, Subrecipient must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name DPH on its insurance policies as an additional insured and to provide DPH with satisfactory evidence of coverage. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Each party will be responsible for coverage of its own employees.
- 9. **DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of the Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.
- 10. **STANDARD OF PERFORMANCE** Subrecipient will perform all services under this Subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
- 11. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires the State or its political subdivisions, agencies or employees to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2)

would have the purpose or effect of increasing or expanding any liability of the State or its political subdivisions, agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

12. **RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Subaward. Subrecipient's employees are not and shall not be considered DPH employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of DPH or have any right or authority to bind DPH to any agreement with a third party or to incur any obligation or liability on behalf of DPH except to the extent expressly authorized in this Subaward.
13. **CHOICE OF LAW** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. **DISPUTES** All disputes, claims, or controversies relating to the Subaward must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DPH regarding the Subaward is not a waiver by DPH of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent DPH's consent to the jurisdiction of any court or agency of any other state.
15. **DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that Subrecipient knowingly or in bad faith rendered an erroneous certification, DPH may terminate the Subaward for cause in addition to other remedies available.
16. **SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
17. **NOTICE** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

SUBRECIPIENT:**PROVIDER NAME:** County Council of Beaufort County**PROVIDER CONTACT:** Michael R. Moore**STREET ADDRESS:** 84 Shanklin Rd, Beaufort, SC, 29906-8427**PROVIDER PHONE NUMBER:** 8432555733**SIGNATORY EMAIL:** michael.moore@bcgov.net**DPH PROGRAM:****Name:** Dr. Chris L. Evans**Public Health Laboratory****8231 Parklane Rd BLDG 5 RM 509****Columbia, SC 292203-4903****Phone:** 803-896-3802**Email:** EVANSCL@DPH.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address or by mail to the named person's office.

18. **COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
19. **THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third-party beneficiary or otherwise.
20. **INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify DPH in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DPH upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
21. **SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
22. **WAIVER** DPH does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DPH Contracts Manager has actual authority to waive any of DPH's rights under this Subaward. Any waiver must be in writing.
23. **PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.

24. ATTACHMENTS/ADDENDA Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Subaward Invoices and Supporting Documentation
- DPH Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment

25. PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE DPH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, grantee or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the Federal and State laws prohibiting false claims and DPH's policies and procedures regarding false claims may be obtained from DPH's Grant Compliance Director or Bureau of Business Management.

Any employee, agent, or contractor of DPH who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient's agents or employees have reason to suspect FWA in DPH programs, this information should be reported in confidence to DPH. A report may be made by writing to the Office of Internal Audits, DPH, 2100 Bull Street, Columbia, SC 29201; or by calling the DPH Fraud, Waste and Abuse Hotline at 803-898-4869 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DPH's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

26. OTHER REPRESENTATIONS OF SUBRECIPIENT Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.

- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.
- (g) Subrecipient is a Government Agency or Political Subdivision duly organized, validly existing and in good standing under the laws of South Carolina and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

27. COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

28. SURVIVAL Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

29. TIME Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

30. NO ENDORSEMENT Subrecipient will not take any action or make any statement, or request DPH take any action or make any statement, that suggests or implies that DPH or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the DPH Contracts Manager.

31. CONFLICT OF INTEREST Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict-of-interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DPH in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm

considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- 32. SUBRECIPIENT AUDIT REQUIREMENTS** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DPH. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Public Health
Director for the Bureau of Financial Management
2100 Bull Street
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DPH's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the subrecipient's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DPH requests a copy of that audit to be sent to:

SC Department of Public Health
Director for the Bureau of Financial Management
2100 Bull Street
Columbia, SC 29201
Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an

external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

- 33. FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DPH. Additional data elements may be required by subsequent OMB guidance or regulation.

(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DPH. THE DPH BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)

- a. *Unique Entity Identifier (UEI) number*
- b. *Contract number*
- c. *Subrecipient name as registered in the Central Contractor Registration*
- d. *Amount of award received*
- e. *Total Amount of contract award*
- f. *Date contract was signed by both parties*
- g. *Total contract period*
- h. *Physical location of primary place of performance*
 1. *State*
 2. *Population*
 3. *City*
 4. *Congressional District*
 5. *County*
 6. *Area of Benefit (i.e., state, county, city, school district)*
- i. *Top 5 most highly compensated officers and their compensation*

- 34. AUDIT** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DPH raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DPH pass-through funds.

- 35. LOBBYING** Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102

The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF PUBLIC
HEALTH

County Council of Beaufort County

BY: _____
Jennifer F. Meredith, PhD, HCLD(ABB)
Bureau Director, Public Health Laboratory

BY: _____
Michael R. Moore
County Administrator

DATE: _____

DATE: _____

MAILING ADDRESS:

SC Department of Public Health
Public Health Laboratory
8231 Parklane Rd
Columbia, SC 29223-
4903 _____

MAILING ADDRESS:

84 Shanklin Rd, Beaufort, SC, 29906-8427

REMITTANCE ADDRESS: (if different from mailing
address)

84 Shanklin Rd, Beaufort, SC, 29906-8427

TAX/EMPLOYER ID#: 57-6000311

UEI: XFSKWHHQMF58

TYPE OF ENTITY (check one):

- ☐ Corporation
☐ LLC
☐ Partnership
☐ Nonprofit organization
• Government agency or political subdivision -
specify state if not SC: _____
☐ Other Governmental body (specify) _____
☐ Individual/sole proprietor
☐ Other (specify) _____

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

SUBAWARD SOURCE OF FUNDING (SOF) # SOF-1

- (1) Subaward # LB-5-A057 (2) Subaward Amendment # _____
- (3) Subrecipient Name County Council of Beaufort County
- (4) Subrecipient's Unique Entity Identifier (UEI #) XFSKWHHQM58
- (5) Grant Award Title CFDA 93.323 CK24-0002 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC): Vector-Borne Diseases and Tick-Associated Conditions
- (6) Federal Award Identification Number (FAIN) NU51CK000342 (7) FAIN Date 8/1/2024
- (8) Primary Grant Project Period Start Date 8/1/2024 End Date 7/31/2025
- (9) Subaward Project Period Start Date 8/1/2024 End Date 7/31/2025
- (10) Current Subaward Period of Performance Start Date 8/1/2024 End Date 7/31/2025
- (11) Amount of Federal Funds Obligated by this Action \$ 23229.60
- (12) Prior Periods Obligated \$ 0 (13) Obligated Total \$ 23229.60
- (14) Total Amount of Federal Award Committed to the Subrecipient \$ 23229.60

(15) Federal Award Project Description

South Carolina received funding from the Centers for Disease Control and Prevention (CDC) through the *Consolidated Appropriations Act of 2023 (p. 1855; Division N – [Disaster Relief Supplemental Appropriations Act, 2023](#))* to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. Approved activities for laboratory and vector surveillance and control related to this funding are listed below:

- Implement enhanced mosquito and mosquito-borne disease surveillance, prevention, and control strategies.
- Implement mosquito and mosquito-borne disease prevention and control strategies to prevent subsequent surges in mosquito populations in the next mosquito season, including the implementation of innovative vector control strategies.

- (16) Federal Awarding Agency U.S Department of Health and Human Services, Centers for Disease Control and Prevention
- (17) Passthrough Entity South Carolina Department of Public Health
- (18) ALN # 93.323 (19) Assistance Listing Title Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
- (20) Is the Subaward Research and Development? Yes ☐ No ☒

SUBAWARD SOURCE OF FUNDING (SOF) # SOF-1(21) DPH's Federally Negotiated Rate at time of Grant Award 19.4 % (NOT TO BE USED BY SUBRECIPIENT)(22) Subrecipient's Indirect Cost: Federally Negotiated Rate* _____ %**Deminimis _____ No Indirect X

*The signing of this SOF is NOT an approval of the Subrecipient's IDC rate.

A copy of the approved federally negotiated rate agreement must be submitted to DPH prior to 1st payment.A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to DPH prior to 1st payment.

(23) Passthrough Entity (DPH) Contact Information:

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director	2100 Bull St Columbia SC 29201-2104	GrantsMgt@dph.sc.gov	N/A

Prepared by Chris L. Evans Date 10/10/2024
 (Program Signature)

Prepared by Tomisa Benton Date 10/10/2024
 (Finance Signature)

SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION

PREFACE

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subrecipient expenditures. This document applies to all federal subawards. Federal grantors often impose more specific, detailed and/or restrictive documentation requirements on the Agency. Based on the funding source of the subaward, DPH may require additional documentation that is not addressed in this guide. Please refer to the “Method of Payment” section of your subaward for additional details if applicable.

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity. DPH can and will audit records at any time.

Documentation must demonstrate that costs are:

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

Retention and Availability

Supporting documentation must be retained by the Subrecipient for the entire retention period indicated in the subaward.

Supporting documentation is required as an attachment to the invoice dependent upon the individual circumstances of the subrecipient, the category of expenditure or other condition(s) cited in the subaward.

Additional supporting documentation may be requested by DPH at any time during the subaward period of performance and retention period as a whole. **Documentation must be readily available upon request.**

Examples of Supporting Documentation

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient’s financial management system
- Travel logs
- Hotel/motel folios
- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating the employee’s name, dates, hours, and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans
- Detailed audit reports including auditor’s comments and corrective action plans
- 2nd tier subawards

- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

PROCEDURES FOR SUBMITTING INVOICES

Reimbursement will be for actual allowable costs incurred. Only expenditures obligated during the subaward period of performance can be submitted for reimbursement. Depending on the unique nature of services for a particular subaward, payments to individuals must be in the form of a check or direct deposit. No cash transactions to individuals will be reimbursed.

The invoice and any required supporting documentation should be submitted by funding source. The preferred method of submission is via email as a PDF or similar formatted attachment. The invoice must be clean and readable with all protected health information redacted.

The invoice must include:

- Subaward document number
- Subrecipient name and remittance address
- Billing period
- Funding source for which reimbursement is being requested
- If the subaward contains multiple sources of funding, a separate invoice for each funding source must be submitted.
- A brief description of the Scope of Services
- An itemized listing of expenses incurred by budget category with the total amount clearly stated

Instructions for Specific Budget Categories

The level of detailed documentation may vary based on your risk assessment and past history.

Salaries

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities. At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)
Employee #1 works full time for the federal program with no other funding

Monthly Invoice: Employee #1 payroll $\$72,000/24 = \$3,000$ paid on 1st and 16th = \$6,000

Employee #2 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)
Employee #2 works part of the time (40%) for the federal program and is split funded

Monthly Invoice: Employee #2 payroll $\$72,000/24 = \$3,000 * 40\% = \$1,200$ paid on 1st and 16th = \$2,400

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the difference MUST be returned to DPH.

Fringe Benefits, Payroll Taxes, etc.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid. At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 monthly payroll = \$6,000, FICA = 6.2% of payroll + Medicare = 1.45%
for a total of 7.65%
Employee #1 works full time on the federal program with no other split funding

Monthly Invoice: Employee #1 payroll \$6,000 * 7.65% = \$459

Example: Employee #2 is split funded and only works 40% for the federal program
Health Insurance premium per employee per month = \$600

Monthly Invoice: Employee #2 \$600 * 40% = \$240

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the pro-rata share of fringe benefits MUST be returned to DPH.

Travel

Reimbursement of travel expenses, including mileage and subsistence (meals), will be limited to the standard rates for State employee travel in effect during the period of availability for the subaward. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change. The standard rates for mileage and subsistence can be found on the following website.

<https://www.cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>.

All requests for travel mileage reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (work address)
- Date(s) of the travel
- Destination (address)
- Reason for the visit
- Parking fees if applicable
- Miles traveled
- Mileage reimbursement rate (must not exceed SC State employee reimbursement rate)
- Total reimbursement requested

All requests for travel subsistence (food) reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date and time of departure from official headquarters or home
- Date and time of arrival to destination
- Date and time of return to official headquarters or home
- Total reimbursement requested

Reimbursement for room and board will be at the established federal General Services Administration (GSA) rate (before taxes are applied) or below for the area of travel. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation. The standard GSA rates for hotels can be found on the following website.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>.

All requests for travel lodging reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date(s) of the travel
- Hotel/Motel folio showing zero balance owed
- Total "Paid" reimbursement requested

All Other Operating Expenditures

For all other operating expenses, please submit a copy of the appropriate source document with the invoice. Refer to the

“Examples of Supporting Documentation “listed above.

Indirect Cost

In the event the Subrecipient charges indirect cost, the following must be submitted:

- For federally approved negotiated rates, a copy of the indirect cost rate agreement must be submitted to DPH upon execution of the subaward. If a copy has not been received, reimbursement cannot be completed. At the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Labor base monthly payroll = \$6,000, indirect cost rate = 19.75%
Monthly Invoice: Payroll \$6,000 * 19.75% = \$1,185

- For Subrecipients using the 10% de minimis rate, at the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices do not require this demonstration.

Example: Monthly Invoice: De minimis MTDC * 10% = \$59,200

MODIFIED TOTAL DIRECT COST (MTDC)			
BUDGET LINE ITEM	MONTHLY DIRECT COST	UNALLOWABLE COST	MTDC ELIGIBLE
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non capitalized)	7,000		7,000
Equipment (capitalized)	12,000	-12,000 *1	0
Subawards	65,000	-40,000 *2	25,000
Supplies	35,000		35,000
Capital Expenditures	150,000	-150,000 *3	0
Rent	5,500	-5,500 *4	0
	799,500	-207,500 MTDC =	592,000
		Deminimis 10%	59,200
*1 Capitalized equipment >= \$5,000 is unallowable for purposes of indirect cost			
*2 Only the first \$25,000 is eligible for purposes of indirect cost			
*3 Rent is unallowable for purposes of indirect cost			
*4 Capital expenditures are unallowable for purposes of indirect cost			

Journal Entries

In the event the Subrecipient's accounting records must be adjusted via journal entry, DPH requires a written explanation as to the reason why it was done and a reconciliation with previously paid expenses if applicable.

For any journal entry that reduces the cost of a previously reimbursed expenditure, the resulting cash balance must be returned to DPH. The return amount cannot be not used to offset other expenditures.

For any journal entry that transfers previously posted cost to the federal subaward, the journal entry must be included on the monthly invoice.

Overview of State of SC/DPH Travel Reimbursement Policies for Vendors & Subrecipients

Updated January 2024

Non-state employees, including sub-recipients, who are on official, approved travel status for DPH related-business AND whose contract with DPH states specifically that they follow the State travel reimbursement policies follow the same State/DPH travel reimbursement policies that State employees follow. And they must provide the same documentation and receipts that a state employee would provide.

DPH and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DPH travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DPH Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

1. DPH 103 Manual Travel Expense Report. A DPH manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DPH 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DPH supervisor involved with the vendor's project

2. DPH 104 Out-of-State Travel Form. This form is required to be completed if DPH is reimbursing or paying travel expenses for DPH related-business conducted outside of the state of South Carolina.

3. DPH 178 Travel Log. Optional, available tool for the traveler to keep track of their travel expenses.

4. Receipts.

- Itemized, paid receipts are required for the following types of expenses:
 - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
 - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
 - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
 - **Miscellaneous expenses**, such as the following, purchased for DPH-related business use while on travel status:
 - parking,
 - telephone calls,
 - internet/wi-fi access,
 - gasoline for rental or State cars. Receipt must include vehicle tag number. (Considered

Misc. Travel Expense but uses 5031530000 Gasoline GL code),

- faxes,
- maps, and other supplies
- **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
 - Regular meal receipts at or below State allowances and not included in registration fees are not required.
 - Tolls, taxi, subway, airport shuttle, metro, and portage (mandatory charge for carrying bags in/out of hotel, NOT a tip).

OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2023 TO 12/31/2023	1/1/2024 TO 12/31/2024
REGULAR MILES	\$0.655 per mile	\$0.67 per mile
REDUCED MILES	\$0.615 per mile	\$0.63 per mile

*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1.

MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DPH related-business for DPH to reimburse for meals.
- **DPH follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.**
- Meals for non-state employees who are on official, approved travel status for DPH-related business are reimbursable ONLY at the State daily allowable meal amounts.
- **DAILY MEAL ALLOWANCE RATES**

DAILY			In-State	Out-of-State	Departure from home or HQ...	Arrival back to home or HQ...
Breakfast			\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
Lunch			\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
Dinner			\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
Maximum			\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
 - For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.
 - For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals, if meals are not included already in a registration or hotel stay.

- For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
 - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
 - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
 - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
 - Meals already paid as part of a registration fee are not reimbursable to the employee.
 - Any meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
 - Meals Included with Registrations:
 - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
 - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

LODGING.

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DPH related-business for DPH to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at [GSA.gov](https://www.gsa.gov).** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

AIRFARE. When making airline reservations, whoever makes the reservation should secure the most cost-efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance to State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

RENTAL CAR. If the non-state employee drives a RENTAL CAR while on official, approved travel status for DPH related-business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DPH can pay that.
- Optional items can NOT be paid or reimbursed by DPH.
- DPH can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DPH can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code.

TAXI, AIRPORT SHUTTLE, AND METRO. These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is nice to see it with the travel reimbursement, but again, the receipt is not required for these. Tips are NOT reimbursable.

TOLL ROADS. Reimbursable but receipts are NOT required.

TIPS VS. PORTERAGE. Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

MISCELLANEOUS TRAVEL EXPENSES.

- Reimbursed with a paid receipt:
 - parking fees,
 - gas for rental or State car (with car license plate number written on receipt) (considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code),
 - internet/Wi-Fi access for business use,
 - hotel safe fees for business use,
 - phone calls for business use.
- Reimbursed but do not require a receipt:
 - tolls,
 - porterage (charge for carrying bags in/out of hotel-- NOT A TIP).

FFATA CHECKLIST FOR SOURCE OF FUNDING (SOF) # SOF - 1

Item 10.

Primary Grant Award / Passthrough Entity Data
(To be completed by the DPH Program Area)

(1) Subaward LB-5-A057 (2) Subaward Amendment _____

(3) ALN # 93.323 (4) Assistance Listing Title Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

(5) Federal Awarding Agency U.S Department of Health and Human Services, Centers for Disease Control and Prevention

(6) Grant Award Title ELC Vector-Borne Diseases and Tick-Associated Conditions

(7) Grant Award Date 8/1/2024 (8) Federal Award Identification Number (FAIN) NU51CK000342

(9) Total Grant Award Amount \$23229.60 (10) DPH Unique Entity Identifier (UEI #) JNZSNC4MUMS7

(11) DPH Principal Place of Performance 2100 Bull Street, Columbia, SC 29201-2104

(12) Federal Award Project Description

South Carolina received funding from the Centers for Disease Control and Prevention (CDC) through the Consolidated Appropriations Act of 2023 (p. 1855; Division N – Disaster Relief Supplemental Appropriations Act, 2023) to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. Approved activities for laboratory and vector surveillance and control related to this funding are listed below:

- Implement enhanced mosquito and mosquito-borne disease surveillance, prevention, and control strategies.
- Implement mosquito and mosquito-borne disease prevention and control strategies to prevent subsequent surges in mosquito populations

Subaward / Subrecipient Data
(To be completed by the Subrecipient)

(13) Subrecipient Name County Council of Beaufort County

(14) Subrecipient DBA Name County Council of Beaufort County

(15) Subrecipient Unique Entity Identifier (UEI #) XFSKWHHQM58

(16) Subrecipient Address (includes zip +4 digits) 84 Shanklin Rd, Beaufort, SC, 29906-8427

(17) Subaward Date 8/1/2024 (18) Subaward Amount (must be ≥\$30,000) \$ 23229.60

(19) Subaward Principal Place of Performance 84 Shanklin Rd, Beaufort, SC, 29906-8427

(20) Subaward Area of Benefit (Congressional Districts) 01

(21) Subrecipient Parent Unique Entity Identifier (UEI#) XFSKWHHQM58

FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION

Item 10.

(22) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: 80% or more of its annual gross revenues in U.S. Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes _____ No **X** _____

(23) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: \$25 million or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes _____ No **X** _____

If the answer to question 22 and question 23 are both NO, this questionnaire is complete, otherwise continue to question 24.

(24) Does the public have access to information about the compensation of senior executives of the subrecipient organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986?

Yes _____ No _____

If yes, questionnaire is complete, otherwise list the names and compensation of the Subrecipient's five most highly compensated officers.

(25) List the names and total compensation of the five most highly compensated officers of the subrecipient as listed in the subrecipient's System for Award Management profile, as applicable in the space provided below.

NAME	TOTAL COMPENSATION
1.	
2.	
3.	
4.	
5.	

(26) Subrecipient Completed by (signature): _____

(27) Subrecipient Completed by (printed): _____

(28) Date: _____

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CHECKLIST

Item 10.

Instructions for Completion

PURPOSE

The purpose of this form is to gather information from a subrecipient to satisfy the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

WHO WILL COMPLETE THIS FORM?

This form must be completed for all subaward agreements. The completion of this form is the responsibility of the DPH program area and the subrecipient.

INSTRUCTIONS FOR COMPLETION

- The form must be completed at the same time the draft subaward is processing. The form must be returned to DPH along with the signed Subaward Agreement. The signed form will become a part of the actual completed Subaward Agreement. The instructions for completion should not be made a part of the final Subaward Agreement.*
- The program area must send a copy of the completed FFATA form to the Grants Compliance Division - Bureau of Financial Management.*

(SOF) #: (Subaward Source of Funding field located at the top of the page): The “SOF_____” field must be completed using sequential numbering starting with the number one to indicate the number of funding sources to be used to fund the subaward. If there is more than one federal grant included in the subaward, a separate SOF page will need to be completed for each funding source. Example: SOF 1 for only one grant or SOF 1, SOF 2, SOF 3 etc., if more than one grant.

PRIMARY GRANT AWARD/PASSTHROUGH ENTITY DATA (to be completed by DPH Program Staff)

- Subaward #:** This is the contract system generated number assigned to a subaward agreement when fully executed. This should be populated once the number is assigned to the completed Subaward Agreement.
- Subaward Amendment #:** This is the contract system generated number assigned to the subaward if amended. This should be populated once the number is assigned to the completed Subaward Agreement if applicable.
- ALN #:** Enter the Assistance Listing # (previously CFDA#) from the Notice of Award or the SOF Form line #18
- Assistance Listing Title:** Enter the Assistance Listing title, previously the CFDA title from the Notice of Award or the SOF Form line #19
- Federal Awarding Agency:** Enter the Name of the Federal Awarding Agency from the Notice of Award (NOA) or the SOF Form line #16
- Grant Award Title:** Enter the grant award title verbatim from the grant Notice of Award (NOA) or the SOF Form line #5.
- Grant Award Date:** Enter the grant award date from the grant Notice of Award (NOA) or the SOF Form line #8 start date.
- Federal Award Identification Number (FAIN):** Enter the FAIN from the grant Notice of Award (NOA) or the SOF Form line #6.
- Total Grant Award Amount:** Enter the projected amount of funding over the entire subaward project period from the SOF form line #14.
- DPH Unique Entity Identifier (UEI#):** Skip this field. It is pre-populated with DPH’s UEI number. DPH has maintained DHEC’s UEI.

- (11) **DPH Principal Place of Performance: Skip this field.** It is pre-populated with DPH Principal Place of Performance.
- (12) **Federal Award Project Description:** Enter the project description verbatim as it appears in the Notice of Funding Opportunity or Grant Award or from the SOF Form line #15.

SUBAWARD/SUBRECIPIENT DATA (to be completed by the Subrecipient)

- (13) **Subrecipient Name:** Enter the full legal name of the subrecipient as it appears on the SOF Form line #3.
- (14) **Subrecipient DBA Name:** Enter the full legal DBA name of the subrecipient if applicable. This should match any DBA on the subrecipient's W-9.
- (15) **Subrecipient's Unique Entity Identifier (UEI):** Enter the subrecipient's UEI number. As it appears on the SOF Form line #4.
- (16) **Subrecipient Address (include zip + 4 digits):** Enter the subrecipient's full address to include the zip code + 4 digits. They + 4 digits are required for reporting purposes.
- (17) **Subaward Date:** This is the contract system generated date assigned to a subaward agreement when fully executed. This should be populated once the date is assigned to the completed Subaward Agreement.
- (18) **Subaward Amount (must be \geq \$30,000) \$:** Enter the amount from the SOF Form line # 13.
- (19) **Subaward Principal place of Performance:** Enter the Subrecipient's principal place of performance for this grant.
- (20) **Subaward Area of Benefit (Congressional District):** Enter the 2-digit Congressional District code for the location listed on #19. Codes can be found using the following address: [Members of Congress & Congressional District Maps - GovTrack.us](#)
- (21) **Subrecipient Parent Unique Entity Identifier:** Enter the Parent company's Unique Entity Identification Number if applicable.
- (22-24) Answer Yes or No as appropriate.
- (25) Enter the names and compensation of the 5 most highly compensated officers of the subrecipient if applicable.
- (26) The Subrecipient's Authorized Representative should sign here.
- (27) Print the name of the Subrecipient's Authorized Representative listed in #26.
- (28) Enter the date the form is completed by the Subrecipient.

OFFICE MECHANICS AND FILING:

Original: The original should be sent to the Bureau of Financial Management (BFM), ATTN: BFM Controller.

The form is due on the 20th of the month following the DPH award date of each subrecipient/subcontractor agreement. For example, an award made on November 15, 2010, would have to be reported by December 31, 2010 (i.e., the remainder of November plus the following month).

Additionally, awards reported as required by the Recovery Act do not have to be re-reported under the FFATA guidance.

Copy: A copy should be kept on file in the deputy or program area as supporting documentation for audits.

Supply: This form is available electronically and may be obtained from the DPH Intranet, RIMS (Records Management Information System) at <http://webbase:8887/RIMS.html> or the Financial Management website at http://intranet/co/financial_management/forms.htm

Retention: The form should be kept in accordance with any retention requirements outlined in the Notice of Grant Award. If the Notice of Grant Awards does not specify retention requirements, follow Schedule 12-724. 3 years, destroy. The original and copy should be kept on file for a period of 3 years and cover the state and federal fiscal year periods.

Design Review Board - APPOINTMENTS

RECOMMEND APPROVAL OF THE APPOINTMENT OF **JOHN TETER** TO THE DESIGN REVIEW BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF NOVEMBER 2028.

- ❖ DISTRICT 4
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ APPROVED BY NANCY MOSS (PLANNER) AND ROB MERCHANT (DIRECTOR)
- ❖ OCCUPATION: RETIRED

RECOMMEND APPROVAL OF THE APPOINTMENT OF **DENISE PROCIDA** TO THE DESIGN REVIEW BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF NOVEMBER 2028.

- ❖ DISTRICT 7
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ APPROVED BY NANCY MOSS (PLANNER) AND ROB MERCHANT (DIRECTOR)
- ❖ OCCUPATION: PRINCIPAL (D. PROCIDA DESIGN)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE:
A RESOLUTION TO APPROVE RECOMMENDATIONS TO AWARD FY25 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS
MEETING NAME AND DATE:
Community Services and Land Use Committee November 12, 2024
PRESENTER INFORMATION:
Ben Boswell, Director, Beaufort County Human Services Department – (20 min.)
ITEM BACKGROUND:
Council appropriated \$398,000 in its FY2025 budget for the annual Community Services Grants Program
PROJECT / ITEM NARRATIVE:
Beaufort County Human Services Department convened independent review panel to discuss allocations and present final recommendations for allocation on October 4, 2024.
FISCAL IMPACT:
Awarding \$398,000 of funds which Council appropriated in FY25 to community services organizations. Together for Beaufort County/Public Welfare Subsidies 1000-50-1598-55000).
STAFF RECOMMENDATIONS TO COUNCIL
<i>Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval/denial to Council of the Beaufort County Community Services Grant Program recommendations. or Motion to recommend amendment of Beaufort County Community Services Grant Program recommendations to Council.

RESOLUTION 2024/_____

A RESOLUTION TO APPROVE RECOMMENDATIONS TO AWARD FY25 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS

WHEREAS, Beaufort County Council is committed to ensuring a high quality of life for all its citizens and residents; and

WHEREAS, County Council appropriated \$398,000 in its FY2025 budget to the Community Services Grants Program (“Grant Program”) which is administered by the Human Services Department of Beaufort County; and

WHEREAS, the Human Services Department solicited and received grant applications for the FY25 Grant Program from local not-for-profit human service organizations improving quality of life for Beaufort County residents with an emphasis on enhancing the well-being and self-sufficiency of vulnerable or disadvantaged populations; and

WHEREAS, the Human Services Department convened a diverse and independent panel of community stakeholders and subject matter experts (“Panel”) on Friday, October 4, 2024, to review and evaluate the grant applications that were received and to make recommendations to Council on how the funds should be allocated; and

WHEREAS, the Panel, having reviewed, evaluated, and discussed the grant applications for FY25, recommends County Council distribute FY25’s Grant Program funds as follows:

<u>Award</u>	<u>Organization Name</u>
\$5,000	A Father's Place
\$5,000	Beaufort Jasper Economic Opportunity Commission, Inc.
\$15,000	Beaufort Memorial Hospital
\$15,000	Bluffton Jasper County Volunteers in Medicine
\$5,000	Bluffton Self Help
\$1,500	Born to Read
\$15,000	Child Abuse Prevention Association (CAPA)
\$5,000	Empower Her2Be
\$5,000	Extra Mile Club of the Lowcountry
\$10,000	Family Promise of Beaufort County
\$5,000	Fresh Start Healing Heart
\$15,000	Good Neighbor Free Medical Clinic of Beaufort
\$7,500	Habitat for Humanity of the Lowcountry
\$5,000	HELP of Beaufort
\$1,500	Hilton Head Island Safe Harbour, Inc.
\$40,000	Hopeful Horizons
\$40,000	Low Country Legal Volunteers

\$5,000 Lowcountry Autism Foundation
 \$5,000 Lowcountry Food Bank
 \$10,000 Marshview Community Organic Farm, Inc.
 \$5,000 Memory Matters
 \$10,000 Mt. Carmel Baptist Church Med-I-Assist Program
 \$7,000 National Alliance on Mental Illness (NAMI) Lowcountry
 \$20,000 Neighborhood Outreach Connection
 \$5,000 Pregnancy Center and Clinic of The Low Country, Inc.
 \$10,000 Programs for Exceptional People
 \$2,000 Radiance Women's Center
 \$15,000 Sandalwood Community Food Pantry
 \$10,000 Second Helpings
 \$5,000 Special Olympics South Carolina Area 8
 \$15,000 St. Helena Gullah Community Housing Project, Inc.
 \$7,500 The Children's Center
 \$15,000 The Coastal Community Development Corporation
 \$1,000 The Lending Room, Inc.
 \$40,000 United Way of the Lowcountry, Inc.
\$15,000 Volunteers in Medicine Hilton Head Island
 \$398,000

NOW, THEREFORE, BE IT RESOLVED, that County Council of Beaufort County hereby adopts the recommendations of the Panel and authorizes the County Administrator to distribute the FY25 Community Services Grant Program funds as set forth above.

Adopted this _____ day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Human Services Beaufort County

FY25 Community Services Grant Recommendations

Beaufort County Council

Community Services and Land Use Committee

November 12, 2024



Mission: The Human Services Department's mission is to strengthen the Beaufort County network of human services through advocacy, collaboration, and empowerment.

Vision: We envision a human services network that will have the resources to meet the needs of every resident at every stage of

Community Services Grant Program

Improve quality of life for Beaufort County residents with an emphasis on enhancing the well-being and self-sufficiency of vulnerable or disadvantaged populations.



Criteria:

Financial
Stability

Program
Impact

Equity

Capacity

Collaborat
ion

Review Process

External Volunteer Panel of Stakeholders, Subject Matter Experts, and Community Representatives

- Community participation ensures grants align with local needs and priorities
- Promotes fairness and objectivity by ensuring applications are evaluated on established criteria
- Brings diverse perspectives with various personal and professional backgrounds
- Mitigates risk of bias or pressure influencing grant recommendations

Review Process

- Total
Budgeted:
\$398,000
- Total
Requested:
\$1,029,460



FY25 Recommendations

Award	Organization Name
\$5,000	A Father's Place
\$5,000	Beaufort Jasper Economic Opportunity Commission, Inc.
\$15,000	Beaufort Memorial Hospital
\$15,000	Bluffton Jasper County Volunteers in Medicine
\$5,000	Bluffton Self Help
\$1,500	Born to Read
\$15,000	Child Abuse Prevention Association
\$5,000	Empower Her2Be
\$5,000	Extra Mile Club of the Lowcountry
\$10,000	Family Promise of Beaufort County
\$5,000	Fresh Start Healing Heart
\$15,000	Good Neighbor Free Medical Clinic of Beaufort
\$7,500	Habitat for Humanity of the Lowcountry

FY25 Recommendations

Award	Organization Name
\$5,000	Lowcountry Food Bank
\$10,000	Marshview Community Organic Farm, Inc.
\$5,000	Memory Matters
\$10,000	Mt. Carmel Baptist Church Med-I-Assist Program
\$7,000	NAMI Lowcountry
\$20,000	Neighborhood Outreach Connection
\$5,000	Pregnancy Center And Clinic Of The Low Country, Inc.
\$10,000	Programs for Exceptional People
\$2,000	Radiance Women's Center
\$15,000	Sandalwood Community Food Pantry
\$10,000	Second Helpings
\$5,000	Special Olympics South Carolina Area 8



On behalf of our community –
Thank you!



Beaufort County Human Services

Fiscal Year 2025

Community Services Grant Award Agreement

THIS GRANT AWARD AGREEMENT is entered into this ____ day of _____, 20____, (the “Effective Date”) by and between Beaufort County (the “County”) and **NAME OF AGENCY** (the “Agency”); hereinafter collectively referenced to as the “Parties”.

WHEREAS, the Agency has submitted a Grant Application to the County received on or before July 30, 2024, (the “Proposal”) for the FY25 grant season to fund the project described therein (the “Project”); and

WHEREAS, the taxpayers and citizens of Beaufort County need accountability in all phases of government spending and in consideration for the County grant of \$_____ (“Grant Funds”) to the Agency for fiscal year 2025 (July 1, 2024 to June 30, 2025), the County and the Agency agree to the below conditions and provisions.

NOW, THEREFORE, the Parties agree as follows:

- I. Scope of Project.** The Agency shall perform the Project as set forth in the Grant Application (“Proposal”), and is incorporated by this reference as if fully recited herein. Any variations in the Project of the use of Grant Funds from that described in the Proposal shall require the advance written approval of the County.
- II. Reporting.** The Agency agrees to provide an interim report and a final report on the dates listed on the interim/final report form (attached) provided and incorporated as part of the Proposal.
- III. Distribution of Funds.** The County agrees to issue the funds granted under this Agreement in two equal installments. The first payment will be made upon timely receipt of this Agreement. The second payment will be made upon timely receipt of the Interim Report. Funds not deposited within ninety (90) days of the issue date will be forfeited.
- IV. Financial Transparency.** The Agency agrees, upon request, to provide the County with a certified copy of its annual audit which specifically itemizes the expenditures of the County allocation of Grant Funds for the past fiscal year.
- V. Termination of Funds.**
 - a. *Termination Due to Discontinued or Insufficient Funding.* The County may immediately terminate this Agreement if the Grant Funds are no longer available for any reason. The notice of termination shall be provided in writing to the Agency via electronic mail or by fax. The County shall not be obligated to pay for any services that are provided after the notice of termination.
 - b. *Termination for Cause.* The County may immediately terminate this Agreement if the County finds that there has been failure to comply with the provisions of this Agreement or that the Grant Funds have not been or will not be used for the purposes for which the funds were awarded/granted.
- VI. Autonomy.** Funds granted to the Agency under this Agreement in no way places the Agency under the control, direction or supervision of Beaufort County Council. Accordingly, the Parties agree that the Agency shall not, by act of omission or commission, foster any belief on the part of their parties that any

such relationship exists. The Agency hereby acknowledges that the sole purpose of this Agreement is to provide funds for the approved grant application and only for the specific Project.

VII. Continuous Compliance.

- a. *Freedom of Information Act.* The South Carolina Freedom of Information Act (“FOIA”), S.C. Code Ann. § 30-4-20 (a) (1976, as amended) defines a “public body” as any organization or corporation supported in whole or in part by public funds or expending public funds. The Agency’s receipt of these public funds may cause the Agency to come within the meaning of “public body” as defined by FOIA and requires the Agency to comply with the open meetings and public records laws as applied by FOIA. The Agency agrees that as a condition to accepting the public funds provided by this Agreement, the Agency will comply with the S.C. FOIA, S.C. Code § 30-4-10 et seq. as may be required by law.
- b. *Title VI Compliance.* It is the policy of the County to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, the County gives notice to the Agency that the County requires full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of the County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts 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.
- c. *Compliance With Laws.* The Agency covenants and agrees that it is responsible for complying with all payment and reporting obligations that relate to the taxes imposed on the payments provided under the terms of this Agreement. The Agency shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the project activities specified in this Agreement. The Agency shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, nor shall the Agency engage in or permit sexual harassment of any person in any manner prohibited by law.

VIII. Miscellaneous.

- a. *Lobbying.* By accepting this grant, the Agency agrees that the Grant Funds shall be used exclusively for purposes of the Project and will not be used to carry on propaganda, or in any manner to influence legislation or to participate in any political campaign on behalf of a candidate for office or for a political party.
- b. *Hold Harmless.* The Agency agrees to hold Beaufort County harmless from any and all claims by reason of the operation of the Agency in providing human services.
- c. *Conflicting Terms.* In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all future possible agreements associated with the Project, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.
- d. *No Guarantee of Future Funding.* The execution of this Agreement does not imply any future funding commitment by the County.

- e. *Entire Agreement.* This Agreement contains the entire agreement between the Parties regarding the Project and supersedes all previous related understandings or written agreements between the Parties.
- f. *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 the Parties.
- g. *Headings.* The section and/or paragraph headings contained herein are for convenience by reference only, and shall not be construed as defining or limiting the matter contained thereunder.
- h. *Binding Nature and Assignment.* This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
- i. *No Third Party Beneficiaries.* This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity. The Agency shall not assign, transfer, or subgrant any portion of the funds or obligations under this Agreement to any third party without the prior written consent of Beaufort County Council. Any attempt to do so without such consent shall be considered a material breach of this Agreement, and Beaufort County Council reserves the right to terminate this Agreement immediately upon notice.
- j. *Counterparts.* This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
- k. *Severability.* If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

WITNESSES

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Michael Moore, County Administrator

AGENCY

BY _____

Title _____

BEAUFORT COUNTY COMMUNITY SERVICES FY25 REPORT FORM

INTERIM REPORT: Due 2/21/25

FINAL REPORT: Due 7/25/25

[Agency Name]

[Authorizing Agent Name and Title]

[Agent Signature, Date]

This report is for the grant period July 2024 – June 2025.

- 1) Briefly describe how the funds have been used to support your organization's mission pursuant to the submitted grant proposal.
- 2) Describe progress toward the metrics outlined in the submitted grant proposal.
- 3) Describe any obstacles, challenges, or barriers to achieving the goals outlined in the grant proposal.
- 4) If applicable, please describe any deviations from the original grant proposal since implementation.

Please submit the completed report electronically to Beaufort County Human Services Department Staff at: bboswell@bcgov.net. This must be received by staff no later than 5:00 p.m. on the listed due date(s). Failure to meet submission deadlines may impact future funding opportunities for your organization.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE 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)

MEETING NAME AND DATE:

Community Services and Land Use Committee (November 12, 2024)

PRESENTER INFORMATION:

Stefanie M. Nagid, Passive Parks Director (5 minutes)

ITEM BACKGROUND:

County Council approved the acquisition of the property on September 11, 2023.

County Council approved the execution of the Memorandum of Agreement with the Town of Port Royal on October 23, 2023.

PROJECT / ITEM NARRATIVE:

Beaufort County purchased the property known as Cherry Hill Park in September 2023 through the Rural and Critical Lands Preservation Program. The property is located on Oakview Drive in the Town of Port Royal. As a condition of the purchase of Cherry Hill Park, the Town has agreed to a mowing and maintenance schedule on the property similar to what the Town conducts at the County's Fort Frederick property. The Town has requested an amendment to the executed MOA to include the maintenance of the Heritage Live Oak on the property, at their expense.

FISCAL IMPACT:

There is no fiscal impact to the County. Town will incur all maintenance expenses.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve, modify, or deny the County Administrator to execute an Amendment to the Memorandum of Agreement with the Town of Port Royal for maintenance of the property known as Cherry Hill Park.

If approved by the Committee, move forward to County Council on December 9, 2024 for final approval.

RESOLUTION 2024/____

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
AN AMENDMENT TO THE 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)**

WHEREAS, Beaufort County (“County”) purchased 11.92 acres of what is known today as Cherry Hill Park (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000) located on Oakview Drive in the Town of Port Royal (“Property”) through the County’s Rural and Critical Lands Preservation Program; and

WHEREAS, a purpose of the Rural and Critical Land Preservation program is to preserve and protect valuable economic and natural resources; as well as to obtain ownership of land for the County’s Passive Parks Department for the benefit and enjoyment of the citizens and visitors of Beaufort County; and

WHEREAS, the Town of Port Royal (“Town”) has committed to mowing and maintenance of the Property as per the executed Memorandum of Agreement (MOA) dated October 23, 2023; and

WHEREAS, the Town has requested to, and the County has agreed to, amend the MOA to include maintenance of the Heritage Live Oak on the Property, as further described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute an amendment to the Memorandum of Agreement with the Town of Port Royal for maintenance of the Heritage Live Oak located on Cherry Hill Park, as further described in Exhibit A.

Adopted this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

**FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT
CHERRY HILL PARK MAINTENANCE**

THIS FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT CHERRY HILL PARK MAINTENANCE (“Addendum”) is hereby entered into this _____ day of _____, 20__, by and between Beaufort County (“County”), and the Town of Port Royal (“Town”), collectively hereinafter the “Parties”.

The purpose of this Addendum is to replace the following text contained in the Memorandum of Agreement (“MOA”) that was entered into by the Parties on October 23, 2023 for the grounds maintenance of County-owned property known as Cherry Hill Park (“Property”) located on Oak View Drive, Port Royal, SC (TMS #s R112 032 000 0637 0000, R112 032 000 0008 0000, and R112 032 000 0064 0000).

Section 4.d., “Use of Property. Maintenance.”, is hereby amended to read as follows:

d. Maintenance. Town agrees, at their expense, to maintain the Property on a regular schedule that follows other park properties the Town manages and maintains as follows:

- a. Mowing/weed eating of entrance, grounds and around any structures or improvements.
- b. Blowing debris from the park access drive and parking area, sidewalk, trails and structures.
- c. Trash collection and off-Property disposal of any trash receptacles.
- d. Power washing any structures or improvements at least once a year, or as needed due to visitor use.

Additionally, the Town agrees, at their expense, to maintain the Heritage Live Oak, known as Cherry Hill Oak as follows:

- a. Pruning, limb reduction and dead wood removal on an as needed basis to maintain tree health and public safety. **Persons conducting this work must be a licensed and insured business with the Town of Port Royal and must be a Certified Arborist.** The County and Town must be named as an insured party and documentation must be obtained by the Town confirming the named Parties. The Town shall provide a copy of the documentation to the County’s Passive Parks Director.
- b. Annual hand or mechanical removal of unwanted vegetation growth sprouting within a 50-foot radius of the base of the tree. **No herbicide will be used within a 90-foot radius of the base of the tree.**
- c. Mulching within a 50-foot radius of the base of the tree will be replenished on an annual basis. Mulch will be a multidimensional, arborist generated mix, approximately 2-3 inches in depth, and shall not be placed on the bark of the root flare. **No mulch will be stockpiled anywhere on the Property at any time.**
- d. Soil tests within a 90-foot radius of the base of the tree shall be performed once every 3-5 years to determine if there are any soil nutrient deficiencies. Prescription fertilizer will be applied as required. **Persons conducting this work must be a licensed and insured business with the Town of Port Royal and must be a Certified Arborist.** The County and Town must be named as an insured party and documentation must be

obtained by the Town confirming the named Parties. The Town shall provide a copy of the documentation to the County's Passive Parks Director.

- e. Installation of a lightning protection system that follows the ANSI A300 standards for such protection measures. **The installer must be a licensed and insured business with the Town of Port Royal and must be a Certified Arborist.** The County and Town must be named as an insured party and documentation must be obtained by the Town confirming the named Parties. The Town shall provide a copy of the documentation to the County's Passive Parks Director.

County agrees, at their expense, to repair infrastructure or improvements and to investigate any Property safety issues as reported by the Town and/or the public and resolve the potential safety issue when the County determines appropriate, excluding those issues the Town is obligated to as per this Agreement.

IN WITNESS WHEREOF, the County and Town have caused this instrument to be executed on the day and year set forth first above.

BEAUFORT COUNTY:

WITNESS 1

By: Michael Moore
Title: County Administrator

WITNESS 2

TOWN OF PORT ROYAL:

WITNESS 1

By: Van Willis
Title: Town Manager

WITNESS 2

RESOLUTION 2023/62

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)

WHEREAS, Beaufort County (“County”) purchased 11.92 acres of what is known today as Cherry Hill Park (R112 032 000 0637 0000, R112 032 000 0008 0000, and R112 032 000 0064 0000) located on Oakview Drive in the Town of Port Royal (“Property”) through the County’s Rural and Critical Lands Preservation Program; and

WHEREAS, a purpose of the Rural and Critical Land Preservation program is to preserve and protect valuable economic and natural resources, as well as to obtain ownership of land for the County’s Passive Parks Department for the benefit and enjoyment of the citizens and visitors of Beaufort County; and

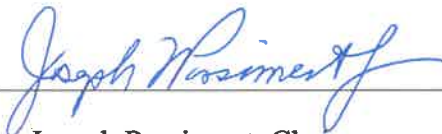
WHEREAS, the Town of Port Royal (“Town”) has committed to mowing and maintenance of the Property for the enjoyment of the public for passive recreation as further described in Exhibit A and

WHEREAS, the County and the Town recognize the value of maintenance on the Property for the benefit of public access and passive recreation.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to enter into a Memorandum of Agreement with the Town of Port Royal for maintenance of Cherry Hill Park, as further described in Exhibit A.

ADOPTED this 23rd day of October 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
Joseph Passiment, Chairman

ATTEST:



Sarah Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **MEMORANDUM OF AGREEMENT**
) **CHERRY HILL PARK MAINTENANCE**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into on this ____ day of _____, 2023 by and between **Beaufort County**, a political subdivision of the State of South Carolina (“County”), and the **Town of Port Royal**, a South Carolina Municipal Corporation (“Town”), collectively hereinafter referred to as the “Parties”.

WHEREAS, County acquired the property known as Cherry Hill Park, TMS #s R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000, (“Property”) located in the Town of Port Royal, and more fully illustrated in Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book ____ at Page ____; and

WHEREAS, the County and Town wish to enter into this Agreement to provide for the maintenance and operation of the Property; and

WHEREAS, the Town agrees to maintain the condition of the Property, and any assets and facilities that are placed in the Property, as specified in this Agreement; and

WHEREAS, the Parties recognize the value of maintenance of the Property for the benefit of public passive recreation.

NOW, THEREFORE, the Parties agree to the terms and conditions as follows:

1. **TERM.** The initial term of this MOA shall cover a period of ten (10) years commencing on the date entered and terminating on June 30, 2033, unless terminated sooner pursuant to the provisions of the MOA. The term of this MOA may be extended for four (4) additional ten-year periods upon the written approval of both the County and the Town.
2. **AUTHORIZATION.** The County hereby authorizes the Town and their assigns to access and maintain the Property for the purposes of grounds maintenance, which may include mowing, weed-eating, litter removal and other associated actions, as described in Paragraph 4.
3. **COMPENSATION.** This MOA does not obligate County funds. Any request involving reimbursement or contribution of funds between the Parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures. The Town will provide all maintenance activities to the Cherry Hill Park property at the Town’s sole expense.

4. USE OF PROPERTY

a. Access to Property. The County shall have the right of access to the Property at any time by any of its officers, employees, or agents to ensure compliance with the terms of this MOA, or for any other reason in carrying out its responsibilities for the ownership and management of the Property. Town and its assigns shall have access to the Property to carry out its responsibilities as agreed upon in this MOA. The Property shall be available and open to the public with the park hours generally being from

dawn to dusk, Monday through Sunday, or as programmed at the entrance gate by the County. There will be no fees for access or for parking, and parking shall be limited to park users only during open hours.

b. *Improvements.* County, at their expense, shall construct improvements on the Property, which may generally consist of fencing, gates, signage, parking, pavilions, trails, and other passive recreation related infrastructure. Town shall not build, erect or construct any permanent improvement upon the Property without the prior written approval of the County. All improvements shall remain the property of County upon termination of MOA.

c. *Use.* Town shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage and use the Property as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the Property to provide, promote or otherwise facilitate the use of the Property for non-passive park purposes. County reserves the right to permit rental of the Property and/or any constructed facility on the Property for special events. Town shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire Property without the prior written approval of the County. It is clearly understood and agreed upon by the Town and the County that events like weddings, birthday parties, and other such events will be handled by the County via the Passive Park Facility Rental Application and approval process.

d. *Maintenance.* Town agrees, at their expense, to maintain the Property on a regular schedule that follows other park properties the Town manages and maintains as follows:

- a. Mowing/weed eating of entrance, grounds and around any structures or improvements.
- b. Blowing debris from the park access drive and parking area, sidewalk, trails and structures.
- c. Trash collection and off-Property disposal of any trash receptacles.
- d. Power washing any structures or improvements at least once a year, or as needed due to visitor use.

County agrees, at their expense, to repair infrastructure or improvements that cost greater than \$2,500, and to investigate and resolve any tree safety issues as reported by the Town and/or the public.

5. **UTILITIES.** The cost of any utilities, assessments and fees shall be the sole responsibility of the County.
6. **REPORTING AND CONTACTS.** Town will inform the County via phone call or email of any vandalism, damage or maintenance needs within 24 hours of identification.

County Contact:	Town Contact:
Stefanie M. Nagid, Passive Parks Director	Van Willis, Town Manager
124 Lady's Island Drive	P.O. Drawer 9
Beaufort, SC 29907	Port Royal, SC 29935
(843) 255-2152	(843) 986-2205
snagid@bcgov.net	vwillis@portroyal.org

7. **INSURANCE.** Parties shall at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public parks and recreational facilities which they have an ownership interest in.
8. **BREACH OF CONTRACT.** If a party to this MOA determines that the other party is in breach of the terms of this MOA, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the parties shall submit the issue to a mediator as set forth herein below for resolution.
 - a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this MOA, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall equally share in the cost of mediation. Any MOA resulting from said mediation shall be binding on the Parties.
9. **TERMINATION.** Either party shall have the right to terminate this MOA for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party.
10. **OTHER PROVISIONS.**
 - a. **Definition of Terms.** For the purpose of this MOA, the terms "passive park" and "passive recreation" shall be defined pursuant to Beaufort County Ordinance 2018-53; all other terms shall be defined pursuant to the County's Community Development Code.
 - b. **Mutual Cooperation.** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this MOA.
 - c. **Entire Agreement.** This MOA contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this MOA. If there are conflicting terms between this MOA and any documents merged into this MOA, this MOA shall supersede.
 - d. **Amendment or Modification.** This MOA cannot be amended or modified orally or by a single party. No amendment or modification to this MOA shall be valid unless in writing and signed by both Parties to this MOA.
 - e. **Severability.** If any provision of this MOA is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOA shall nonetheless remain in full force and effect.
 - f. **Waiver.** No waiver of any provision of this MOA shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this MOA shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this MOA shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

g. ***Applicable Law.*** This MOA is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOA to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

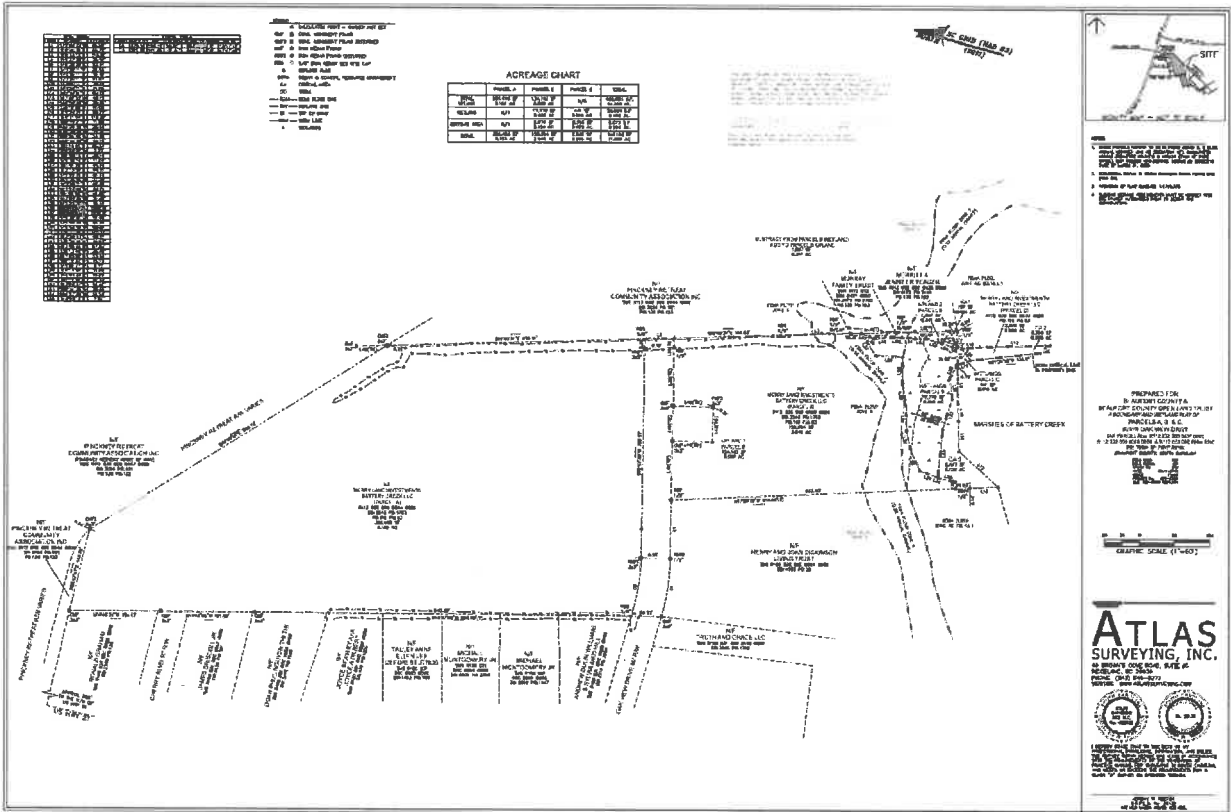
John Robinson
Interim County Administrator

WITNESSES:

TOWN OF PORT ROYAL

Van Willis
Town Manager

Exhibit A Property Survey



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **MEMORANDUM OF AGREEMENT**
) **CHERRY HILL PARK MAINTENANCE**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into on this 23rd day of October, 2023 by and between **Beaufort County**, a political subdivision of the State of South Carolina (“County”), and the **Town of Port Royal**, a South Carolina Municipal Corporation (“Town”), collectively hereinafter referred to as the “Parties”.

WHEREAS, County acquired the property known as Cherry Hill Park, TMS #s R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000, (“Property”) located in the Town of Port Royal, and more fully illustrated in Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book 4276 at Page 878; and

WHEREAS, the County and Town wish to enter into this Agreement to provide for the maintenance and operation of the Property; and

WHEREAS, the Town agrees to maintain the condition of the Property, and any assets and facilities that are placed in the Property, as specified in this Agreement; and

WHEREAS, the Parties recognize the value of maintenance of the Property for the benefit of public passive recreation.

NOW, THEREFORE, the Parties agree to the terms and conditions as follows:

1. **TERM.** The initial term of this MOA shall cover a period of ten (10) years commencing on the date entered and terminating on June 30, 2033, unless terminated sooner pursuant to the provisions of the MOA. The term of this MOA may be extended for four (4) additional ten-year periods upon the written approval of both the County and the Town.
2. **AUTHORIZATION.** The County hereby authorizes the Town and their assigns to access and maintain the Property for the purposes of grounds maintenance, which may include mowing, weed-eating, litter removal and other associated actions, as described in Paragraph 4.
3. **COMPENSATION.** This MOA does not obligate County funds. Any request involving reimbursement or contribution of funds between the Parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures. The Town will provide all maintenance activities to the Cherry Hill Park property at the Town’s sole expense.
4. **USE OF PROPERTY**
 - a. **Access to Property.** The County shall have the right of access to the Property at any time by any of its officers, employees, or agents to ensure compliance with the terms of this MOA, or for any other reason in carrying out its responsibilities for the ownership and management of the Property. Town and its assigns shall have access to the Property to carry out its responsibilities as agreed upon in this MOA. The Property shall be available and open to the public with the park hours generally being from

dawn to dusk, Monday through Sunday, or as programmed at the entrance gate by the County. There will be no fees for access or for parking, and parking shall be limited to park users only during open hours.

b. Improvements. County, at their expense, shall construct improvements on the Property, which may generally consist of fencing, gates, signage, parking, pavilions, trails, and other passive recreation related infrastructure. Town shall not build, erect or construct any permanent improvement upon the Property without the prior written approval of the County. All improvements shall remain the property of County upon termination of MOA.

c. Use. Town shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage and use the Property as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the Property to provide, promote or otherwise facilitate the use of the Property for non-passive park purposes. County reserves the right to permit rental of the Property and/or any constructed facility on the Property for special events. Town shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire Property without the prior written approval of the County. It is clearly understood and agreed upon by the Town and the County that events like weddings, birthday parties, and other such events will be handled by the County via the Passive Park Facility Rental Application and approval process.

d. Maintenance. Town agrees, at their expense, to maintain the Property on a regular schedule that follows other park properties the Town manages and maintains as follows:

- a. Mowing/weed eating of entrance, grounds and around any structures or improvements.
- b. Blowing debris from the park access drive and parking area, sidewalk, trails and structures.
- c. Trash collection and off-Property disposal of any trash receptacles.
- d. Power washing any structures or improvements at least once a year, or as needed due to visitor use.

County agrees, at their expense, to repair infrastructure or improvements that cost greater than \$2,500, and to investigate and resolve any tree safety issues as reported by the Town and/or the public.

5. **UTILITIES.** The cost of any utilities, assessments and fees shall be the sole responsibility of the County.
6. **REPORTING AND CONTACTS.** Town will inform the County via phone call or email of any vandalism, damage or maintenance needs within 24 hours of identification.

County Contact:	Town Contact:
Stefanie M. Nagid, Passive Parks Director	Van Willis, Town Manager
124 Lady's Island Drive	P.O. Drawer 9
Beaufort, SC 29907	Port Royal, SC 29935
(843) 255-2152	(843) 986-2205
snagid@bcgov.net	vwillis@portroyal.org

7. **INSURANCE.** Parties shall at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public parks and recreational facilities which they have an ownership interest in.
8. **BREACH OF CONTRACT.** If a party to this MOA determines that the other party is in breach of the terms of this MOA, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the parties shall submit the issue to a mediator as set forth herein below for resolution.
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9. **TERMINATION.** Either party shall have the right to terminate this MOA for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party.
10. **OTHER PROVISIONS.**
- a. **Definition of Terms.** For the purpose of this MOA, the terms "passive park" and "passive recreation" shall be defined pursuant to Beaufort County Ordinance 2018-53; all other terms shall be defined pursuant to the County's Community Development Code.
- b. **Mutual Cooperation.** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this MOA.
- c. **Entire Agreement.** This MOA contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this MOA. If there are conflicting terms between this MOA and any documents merged into this MOA, this MOA shall supersede.
- d. **Amendment or Modification.** This MOA cannot be amended or modified orally or by a single party. No amendment or modification to this MOA shall be valid unless in writing and signed by both Parties to this MOA.
- e. **Severability.** If any provision of this MOA is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOA shall nonetheless remain in full force and effect.
- f. **Waiver.** No waiver of any provision of this MOA shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this MOA shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this MOA shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

g. **Applicable Law.** This MOA is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOA to be executed on the Effective Date.

WITNESSES:

Cheryl Harris
[Signature]

WITNESSES:

Rachel E. Lee
Josh Martini

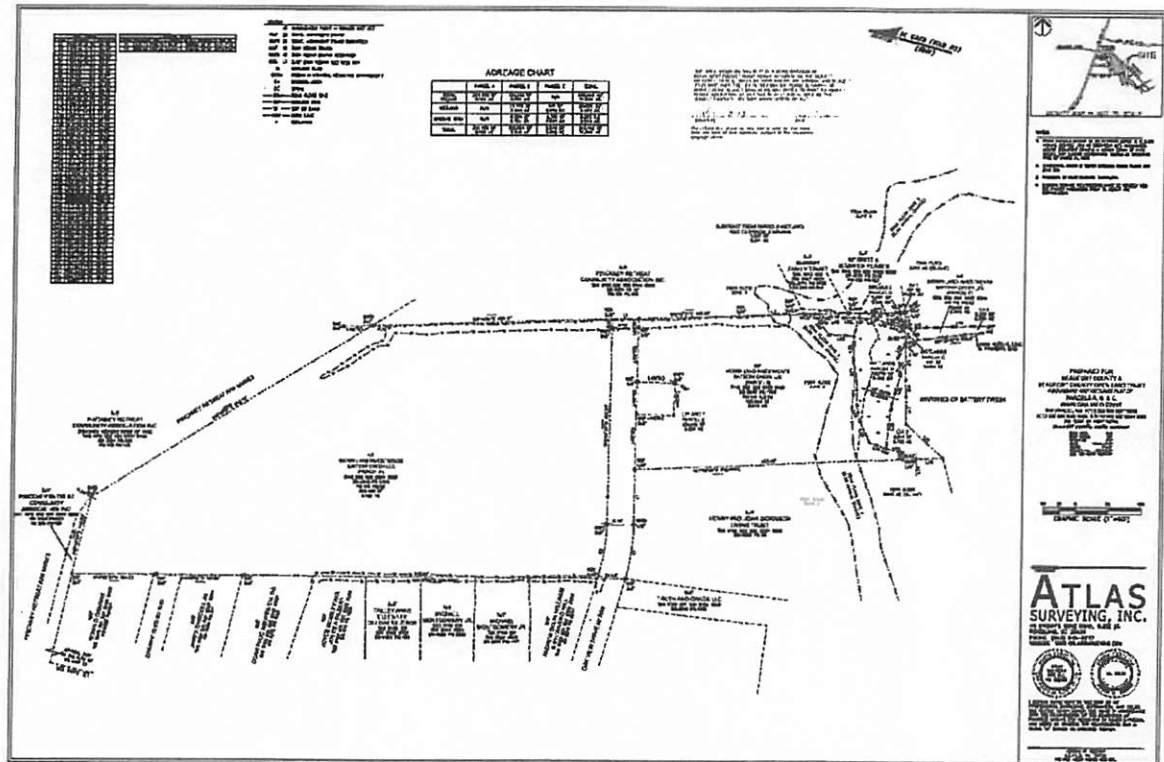
BEAUFORT COUNTY

[Signature]
 John Robinson
 Interim County Administrator

TOWN OF PORT ROYAL

[Signature]
 Van Willis
 Town Manager

Exhibit A
Property Survey





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:
An ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.
MEETING NAME AND DATE:
Public Facility and Safety Committee Meeting 10-21-2024
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes)
ITEM BACKGROUND:
Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance.
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater Department is requesting a drainage easement on Parcel R200 005 00A 0040 0000. This is a platted easement that the County needs to formalize to help alleviate drainage that is backing up due to stormwater conveyance on Flamingo Cove Road to this outfall. See attached location map for reference.
FISCAL IMPACT:
<i>Work to be included in Stormwater Maintenance account # 5025-90-9020-51170</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of an ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny/amend an ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.</i> <i>(Next Step) County Council 2 readings & public reading/hearing</i>

Ordinance No. 2024/____

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE
EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040
0000**

WHEREAS, Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County Legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance; and

WHEREAS, Beaufort County Stormwater Department is requesting a drainage easement associated with parcel R200 005 00A 0040 0000. Parcel R200 005 00A 0040 0000 will help conveyance of drainage to reduce water backup on parcel and surrounding properties; and

WHEREAS, Beaufort County Stormwater Staff have reviewed and approve the request for drainage easement on parcel R200 005 00A 0040 0000 as shown on attached Exhibit "A"; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the conveyance and acceptance for drainage easement on parcel R200 005 00A 0040 0000 as shown on attached Exhibit "A".

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

The County Administrator or assignee is hereby authorized to execute the drainage easement on parcel R100 030 000 0268 0000 as shown on attached Exhibit "A".

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

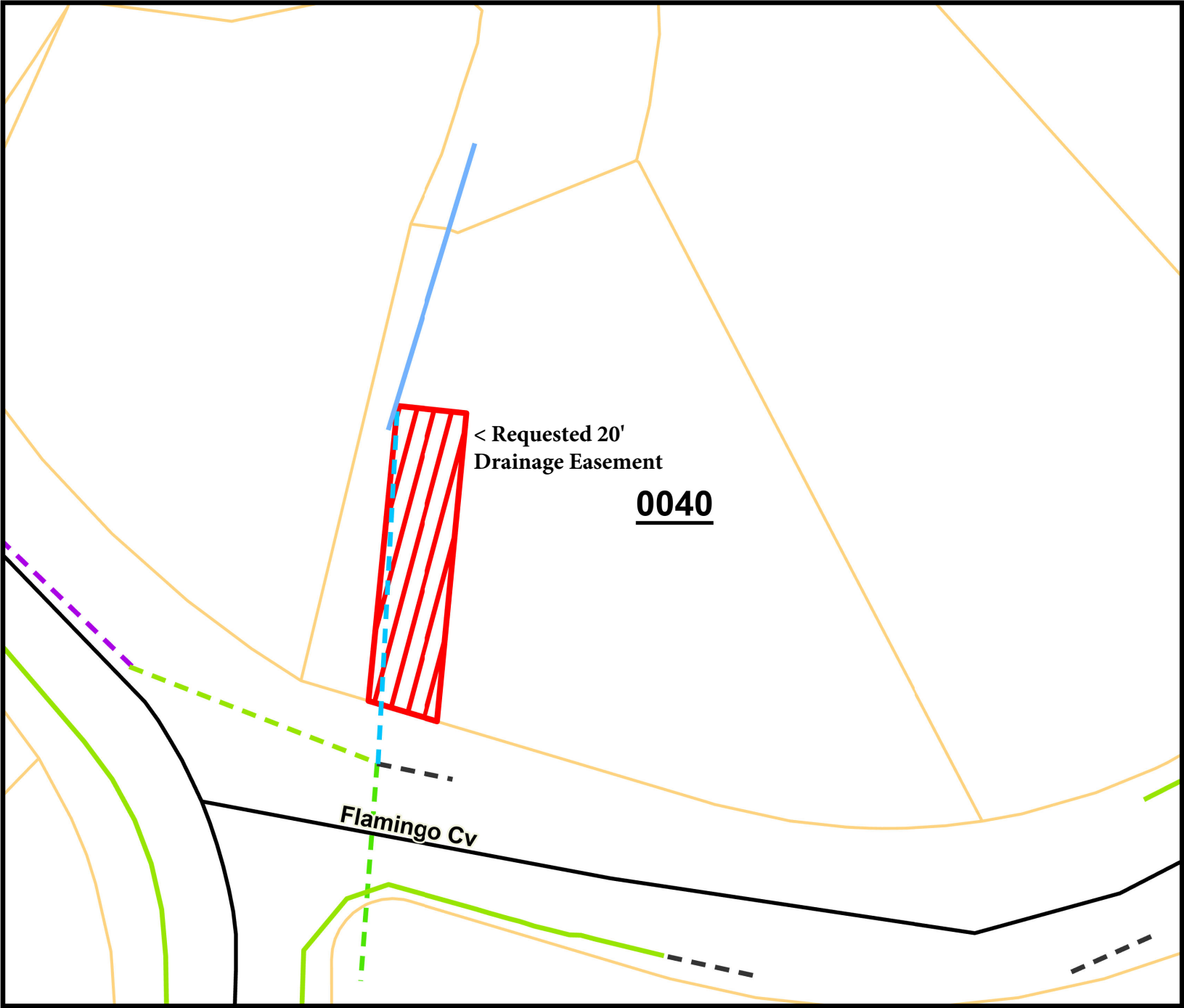
Second Reading:

First Reading:

(Exhibit "A")
R200-005-A-0040
Flamingo Cove

Activity: Drainage
Easement

Township:
Lady's Island



Legend

- Drainage Esmt. (20 ft.)
- Streets
- Parcels
- Channel (fka Outfall)
- Channel Pipe
- Crossline Pipe
- Driveway Pipe
- Road Pipe
- Roadside
- Roadside Pipe



1 inch = 39 feet



GRANT OF EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is a 20 feet wide drainage easement along the western property line of lot # 5 and is further identified in Plat Book 131 at Page 134.
3. Use of Easement Terms.
 - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
 - b. Grantor hereby grants to Grantee the Easement for the purpose of:
 - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
 - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
 - iii. Clearing and removing all brush and trees to a width necessary to improve the stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
 - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
 - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
 - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
 - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
 5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
 6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
 7. 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.
 8. 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.

WITNESSES:

Grantor's Signature

(2) _____
 (Signature of Witness #1)

(1) _____
 JOSHUA CRAYTON

(3) _____
 (Signature of Witness #2 – the Notary Public)

(1) _____
 ANA CRAYTON

STATE OF _____)
 COUNTY _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that JOSHUA CRAYTON & ANA CRAYTON personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
 on this _____ Day of _____, 20____.

(4) _____
 Notary Public for _____
 My Commission Expires: _____

County Use Only

Location: Beaufort County
 Township: 1 FLAMINGO CV
 Tax Map No. 033 Parcel No.117

WITNESSES:

Beaufort County "Grantee's" Signature

(Signature of Witness #1)

By: _____
David Wilhelm

(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

I, the undersigned Notary Public, do hereby certify that David Wilhelm the Interim Public Works Director for Beaufort County personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

(4) _____
Notary Public for South Carolina
My Commission Expires: _____

- NOTES:
1. BOUNDARIES ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
 2. WETLANDS, SCIENCE OCEAN COASTAL, CRITICAL LINE, AND FLOOD ZONE LOCATIONS TAKEN FROM "BOUNDARY AND WETLAND SURVEY PREPARED FOR ULTIMA HOLDINGS" DATED MAY 28, 2003 BY BEAUFORT SURVEYING INC.
 3. REFERENCE PLAT FOR COGSAN DEVELOPMENT INC. DATED JULY 1989 BY PALMER & MALONE, AND RECORDED IN PLAT BOOK 30 AT PAGE 124, BEAUFORT COUNTY REGISTER OF DEEDS.
 4. ARCHAEOLOGICAL SITE LOCATIONS BASED ON "COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY" DATED MAY 11, 2006 BY ANDREWS & BURGESS, INC. AND RECORDED IN R.O.D. OFFICE FOR BEAUFORT COUNTY IN PLAT BOOK 113 AT PAGE 124-125.
 5. ALL LOT PINS ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
 6. WETLANDS ARE S, F, F, S, R, H, M, O AND PP ARE JURISDICTIONAL PER PLAT REFERENCED IN NOTE 2.
 7. SETBACKS FROM ALL JURISDICTIONAL WETLANDS IS 20' PER PLAT REFERENCED IN NOTE 2.
 8. REFERENCE "AMENDMENT TO THE COVENANTS FOR COGSAN RIVER ESTATES SUBDIVISION" DATED MAY 22, 2006 AND RECORDED IN THE R.O.D. OFFICE FOR BEAUFORT COUNTY IN DEED BOOK 2343 AT PAGES 1271-1274.
 9. REFERENCE BOUNDARY SURVEY FOR ULTIMA HOLDINGS, LTD. DATED 06/11/03 BY BEAUFORT SURVEYING, INC. AND RECORDED IN THE R.O.D. OFFICE FOR BEAUFORT COUNTY IN PLAT BOOK 95 AT PAGE 121.
 10. ALL PORES ARE OPEN SPACE AND A DRAINAGE EASEMENT IS GRANTED TO BEAUFORT COUNTY THROUGHOUT EACH OPEN SPACE POND PARCEL.
 11. ALL PORES ARE OPEN SPACE AND A DRAINAGE EASEMENT IS GRANTED TO BEAUFORT COUNTY THROUGHOUT EACH OPEN SPACE POND PARCEL.
 12. THIS SUBDIVISION PLAT SUPERSEDES THE FOLLOWING PLATS ONLY FOR THOSE LOTS PURCHASED IN DEED RECORDED IN DEED BOOK 2343, PAGE 1223: COGSAN RIVER ESTATES SECTION "A", DATED AUGUST 1988 BY HENRY & FISHER, PLAT BOOK 11, PAGE 18; COGSAN RIVER ESTATES SECTION "B", DATED OCTOBER 1988 BY HENRY & FISHER, PLAT BOOK 11, PAGE 31; COGSAN DEVELOPMENT INC. SECTION "A", DATED JANUARY 1988 BY PALMER & MALONE, INC. PLAT BOOK 15, PAGE 84; COGSAN DEVELOPMENT INC. SECTION "B", DATED JANUARY 1988 BY PALMER & MALONE, INC. PLAT BOOK 15, PAGE 82; COGSAN DEVELOPMENT INC. SECTION "C", DATED JANUARY 1988 BY PALMER & MALONE, INC. PLAT BOOK 15, PAGE 82.
 13. SEE SHEET 2 FOR ADDITIONAL TABLES AND NOTES.
 14. THIS PLAT SUPERSEDES PLAT RECORDED PREVIOUSLY IN R.F. 125, P. 178. THE ONLY PURPOSE OF THIS REVISION IS TO CHANGE THE NAME OF THE SUBDIVISION.

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY. THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY IS A GENERAL REPRESENTATION OF THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY. THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY IS A GENERAL REPRESENTATION OF THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY.

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THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY IS A GENERAL REPRESENTATION OF THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY. THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY IS A GENERAL REPRESENTATION OF THE COGSAN RIVER ESTATES PHASE I AND II ARCHAEOLOGICAL SITE SURVEY.

WETLAND AREA: (PER PLAT REFERENCED IN NOTE 2)

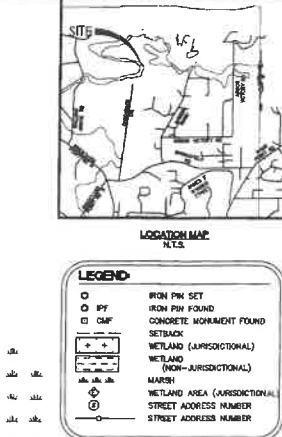
WETLAND	AREA (AC)
WETLAND A	0.0000
WETLAND B	0.0000
WETLAND C	0.0000
WETLAND D	0.0000
WETLAND E	0.0000
WETLAND F	0.0000
WETLAND G	0.0000
WETLAND H	0.0000
WETLAND I	0.0000
WETLAND J	0.0000
WETLAND K	0.0000
WETLAND L	0.0000
WETLAND M	0.0000
WETLAND N	0.0000
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WETLAND P	0.0000
WETLAND Q	0.0000
WETLAND R	0.0000
WETLAND S	0.0000
WETLAND T	0.0000
WETLAND U	0.0000
WETLAND V	0.0000
WETLAND W	0.0000
WETLAND X	0.0000
WETLAND Y	0.0000
WETLAND Z	0.0000
TOTAL	0.0000

NON-JURISDICTIONAL WETLAND AREA: (PER PLAT REFERENCED IN NOTE 2)

WETLAND	AREA (AC)
WETLAND A	0.0000
WETLAND B	0.0000
WETLAND C	0.0000
WETLAND D	0.0000
WETLAND E	0.0000
WETLAND F	0.0000
WETLAND G	0.0000
WETLAND H	0.0000
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WETLAND S	0.0000
WETLAND T	0.0000
WETLAND U	0.0000
WETLAND V	0.0000
WETLAND W	0.0000
WETLAND X	0.0000
WETLAND Y	0.0000
WETLAND Z	0.0000
TOTAL	0.0000

CRITICAL AREA: (PER PLAT REFERENCED IN NOTE 2)

LOT	AREA (AC)
1	0.0000
2	0.0000
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5	0.0000
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9	0.0000
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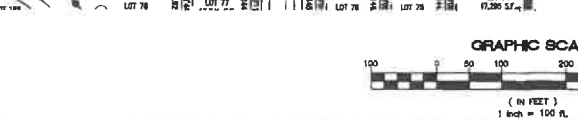
1. HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY. THEREIN, ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DATE: 7/11/2010

REVISION: 7/11/2010

ARCHAEOLOGICAL SITE PRESERVATION

LOT	AREA (AC)	REMARKS
1	0.0000	
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99	0.0000	
100	0.0000	



PLAN REVISIONS

NO.	DATE	DESCRIPTION
1	07/05/06	ADDED NOTES
2	07/11/06	REVISED PER COUNTY COMMENTS
3	07/11/06	UPDATED PER COUNTY COMMENTS
4	07/11/06	ADDED OPEN SPACE PARCEL
5	07/11/06	CORRECTED ROAD NAMES
6	07/11/06	CORRECTED LOT 45 & CEMETERY ADDRESS
7	07/11/06	REMOVED OPEN SPACE ON CHINA BACK DR.
8	07/11/06	CORRECTED NOTES & TABLES
9	07/11/06	CHANGED PLAT TITLE



Andrews & Burgess, Inc.
Engineering & Surveying

404 Skanska Road
Beaufort, SC 29906
843.465.0329
Fax: 843.465.0366

SUBMISSION
PLAT
Prepared For
Somerset Point
at Lady's Island
Phase I

Lady's Island
Beaufort County
South Carolina

Date Drawn: 08/16/06
Last Revised: 10/01/10
Drawn By: N. Unley
Engineer: G. Burgess

SHEET #:
1
of 2
JOB: 232002



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:

An ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000

MEETING NAME AND DATE:

Public Facility and Safety Committee Meeting 10-21-2024

PRESENTER INFORMATION:

Jared Fralix, P.E., Assistant County Administrator, Infrastructure
(5 Minutes)

ITEM BACKGROUND:

Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance.

PROJECT / ITEM NARRATIVE:

Beaufort County Stormwater Department is requesting a drainage easement on Parcel R100 030 000 0268 0000 to help convey stormwater for a portion of Quail Ridge Circle South to SCDOT S-20 (Broad River Blvd). This easement is needed to provide proper maintenance for positive storm water drainage conveyance off the county owned and maintained road. This area includes the following: Quail Ridge Circle South which includes addresses 4-16, 3-19. This drainage is designed to convey between 10 & 12 Quail Ridge Circle South, and then to a channel ditch between 1 Chesterfield Dr. & 10 Quail Ridge Circle South and ultimate ends up in the SCDOT drainage system off Broad River BLVD.

FISCAL IMPACT:

Work to be included in Stormwater Maintenance account # 5025-90-9020-51170.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000

(Next Step) County Council 2 readings & public reading/hearing

Ordinance No. 2024/____

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE
EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030
000 0268 0000**

WHEREAS, Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County Legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance; and

WHEREAS, Beaufort County Stormwater Department is requesting a drainage easement associated with parcel R100 030 000 0268 0000. Parcel R100 030 000 0268 0000 will help conveyance of drainage to reduce water backup on parcel and surrounding properties; and

WHEREAS, Beaufort County Stormwater Staff have reviewed and approve the request for drainage easements on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the conveyance and acceptance for drainage easements on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

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

The County Administrator or assignee is hereby authorized to execute the drainage easement on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

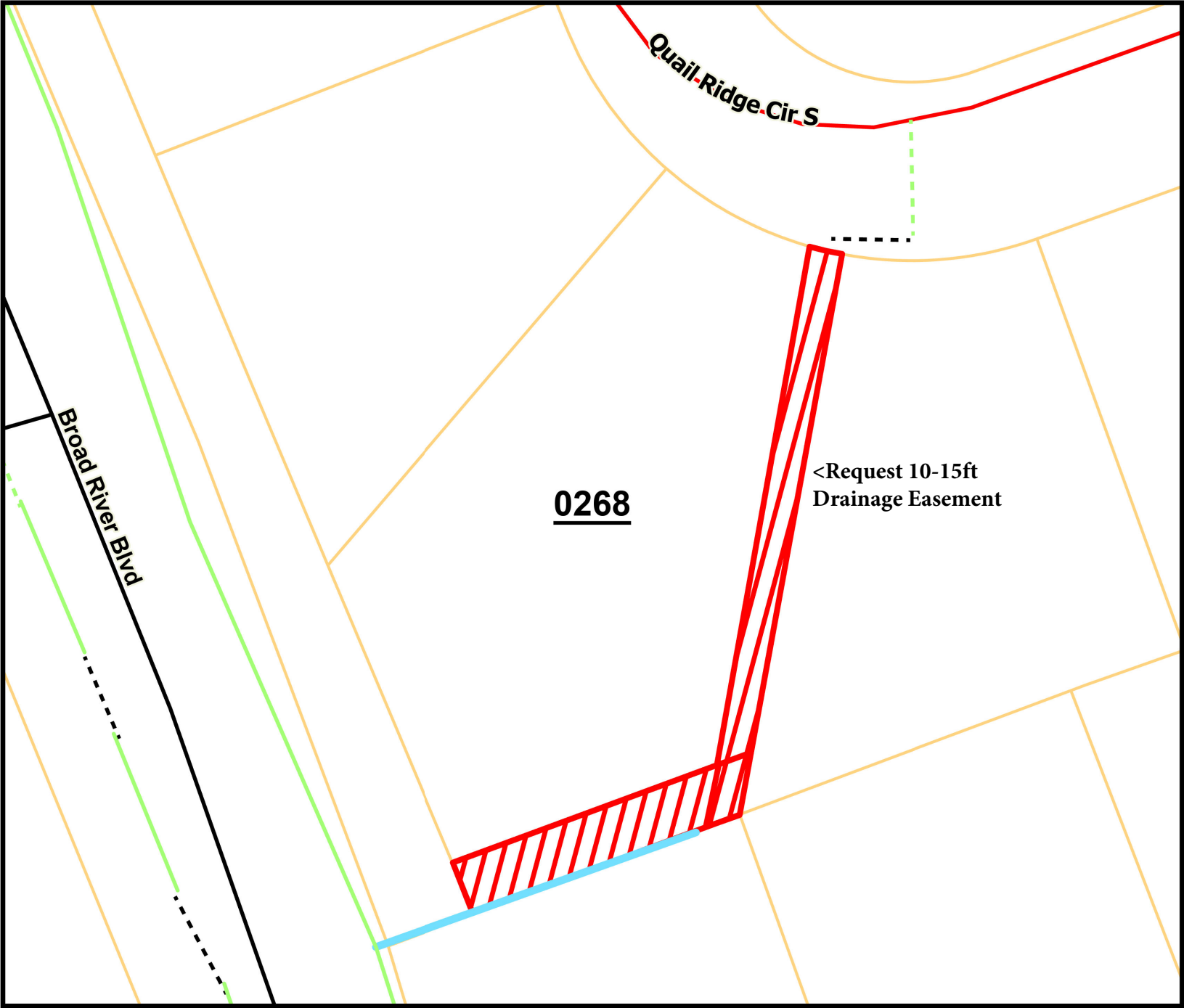
Second Reading:

First Reading:

(Exhibit "A")
R100-030-0268
Quail Ridge
Cir S

Activity: Drainage
Easement

Township:
Port Royal Island



Legend

- Drainage Esmt. (10-15ft.)
- Parcels
- Channel (fka Outfall)
- Crossline Pipe
- Driveway Pipe
- Roadside

Streets

- COUNTY
- STATE



1 inch = 52 feet

Quail Ridge Cir S Stormwater Conveyance



9/12/2024, 10:42:35 AM

- Lines

Override 1

Drainage

Access Pipe

Channel (fka Outfall)

Crossline Pipe

Driveway Pipe

Road Classifications

STATE, PAVED

COUNTY, PAVED

LiveParcels

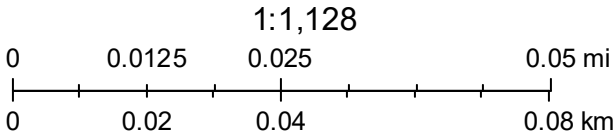
Easements

Red: Band_1

Green: Band_2

Blue: Band_3
- Roadside

Roadside Pipe



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

**GRANT OF EASEMENT
 AGREEMENT**

THIS GRANT OF EASEMENT AGREEMENT (the "Agreement") is made and entered into as of _____ day of _____, 20____ ("Effective Date"), by and between STEFANIE MICHELLE NAGID, ("Grantor") and **Beaufort County** ("Grantee") and hereinafter referred to collectively as the "Parties".

WHEREAS, the Grantor is the current owner of fee simple title to the real property known as **R100 030 000 0268 0000** situated at **10 QUAIL RIDGE CIR S IN BEAUFORT COUNTY, SC** and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantee and Grantor desire to improve the stormwater drainage system to the benefit of the Property and the surrounding Beaufort County property owner's land, and to comply with its federally required MS4 permit; and

WHEREAS, the Parties desire to establish a perpetual non-exclusive easement for the purposes of the construction, operation, maintenance, and/or reconstruction of a stormwater drainage system.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) or the benefit of the portion of improved drainage on Grantor's land and elsewhere, the Parties do hereby agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is 10 to 15 feet wide and is further identified on attached Exhibit "A" as a 15' Utility Easement along the east and southeastern property line.
3. Use of Easement Terms.
 - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
 - b. Grantor hereby grants to Grantee the Easement for the purpose of:
 - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
 - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
 - iii. Clearing and removing all brush and trees to a width necessary to improve the stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
 - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
 - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
 - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
 - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
 5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
 6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
 7. 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.
 8. 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.

WITNESSES:

Grantor's Signature

(2) _____
(Signature of Witness #1)

(1) _____
 STEFANIE MICHELLE NAGID

(3) _____
(Signature of Witness #2 – the Notary Public)

STATE OF _____)
 COUNTY _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that STEFANIE MICHELLE NAGID personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
 on this _____ Day of _____, 20____.

(4) _____
 Notary Public for _____
 My Commission Expires: _____

WITNESSES:

Beaufort County "Grantee's" Signature

(Signature of Witness #1)By: _____
David Wilhelm_____
(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA)

)

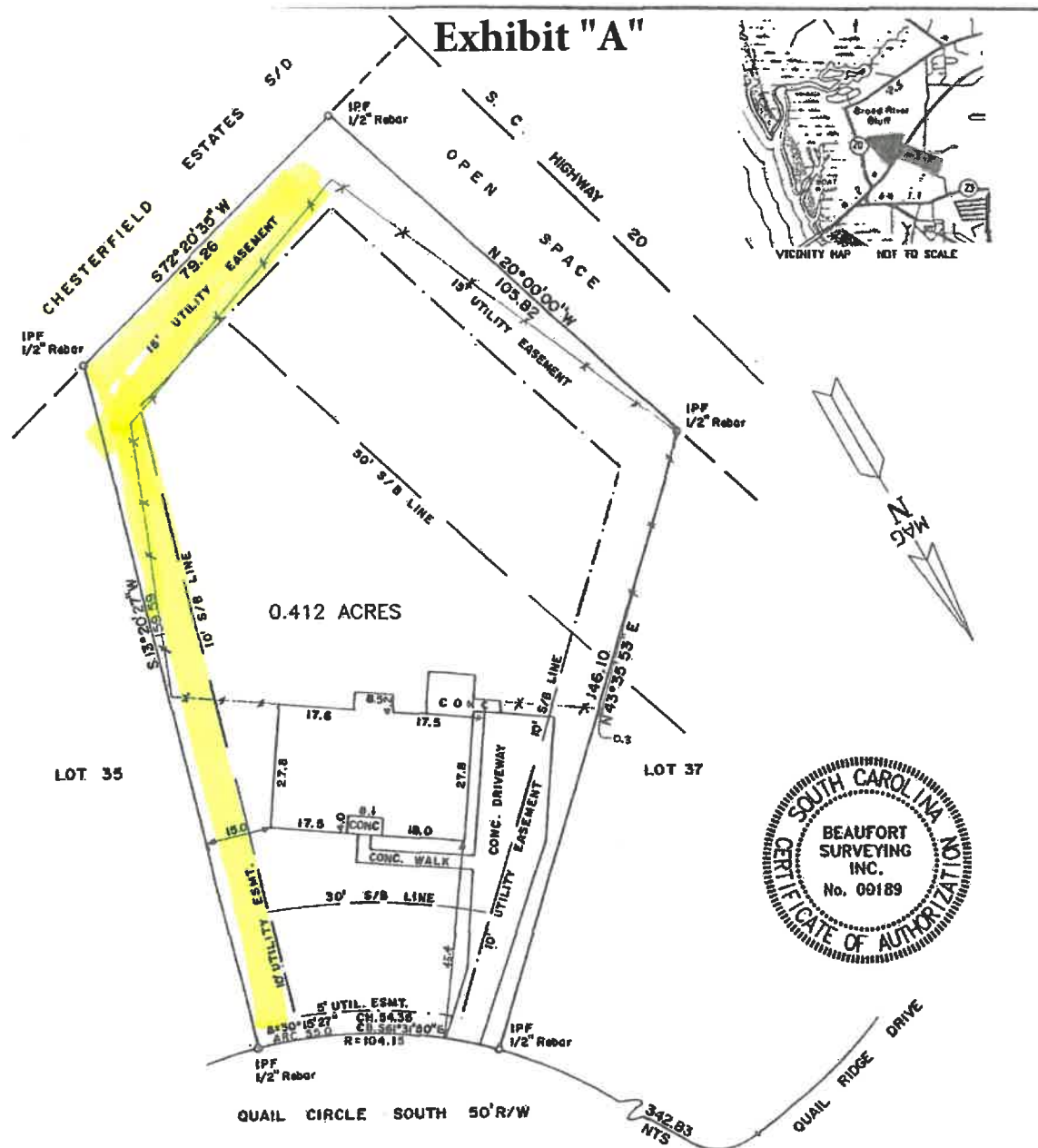
ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, the undersigned Notary Public, do hereby certify that David Wilhelm the Interim Public Works Director for Beaufort County personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

(4) _____
Notary Public for South Carolina
My Commission Expires: _____



THE SAME BEING LOT 36, QUAIL RIDGE FARM SUBDIVISION AS SHOWN ON A PLAT BY R.D. TROGDON, JR. DATED MARCH 27, 1986 AND RECORDED IN THE OFFICE OF CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 33, PAGE 189.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS LOCATED IN ZONE C AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0065 D, DATED 9-29-86.

R100-030-000-0268-0000

0 15' 30' 60' 90'

SCALE 1" = 30'

AUGUST 13, 1998
P7316/MMA

David S. Youmans
DAVID S. YOUMANS RLS 9765
BEAUFORT SURVEYING, INC.
1925 DUKE STREET (PO BOX 1231)
BEAUFORT, S.C. 29901
PHONE (803) 524-3261 525-1175



Fwd: PFC Agenda Item #10

From Hulbert, Brian <brian.hulbert@bcgov.net>
Date Wed 12/4/2024 2:11 PM
To Owens, Brenna <brenna.owens@bcgov.net>

Please add to quail ridge agenda item for the record.
Sent from my iPhone

Begin forwarded message:

From: "Nagid, Stefanie" <snagid@bcgov.net>
Date: December 4, 2024 at 1:13:37 PM EST
To: "Hulbert, Brian" <brian.hulbert@bcgov.net>
Subject: FW: PFC Agenda Item #10

Stefanie M. Nagid, Director
Passive Parks Department
Beaufort County
124 Lady's Island Drive
Beaufort, SC 29907
Office: (843) 255-2152
snagid@bcgov.net

From: Stefanie Nagid <nagidsm@gmail.com>
Sent: Wednesday, December 4, 2024 1:13 PM
To: Nagid, Stefanie <snagid@bcgov.net>
Subject: Fwd: PFC Agenda Item #10

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

----- Forwarded message -----
From: **Stefanie Nagid** <nagidsm@gmail.com>
Date: Fri, Oct 18, 2024, 12:51 PM
Subject: PFC Agenda Item #10
To: <brian.hulbert@bcgov.net>
Cc: <catkinson@bcgov.net>, <snagid@bcgov.net>

Hello Brian,

Item 15.

I am sending this email to ensure full transparency and disclosure regarding item #10 on the October 21, 2024 Public Facilities Committee agenda. I know we previously discussed the stormwater easement ordinance as it pertains to the neighborhood I live in and which is located on/around the property I own. I want to make sure that all necessary protocols are followed for full disclosure that the agreement is with me, as a County employee, but also as a County property owner and taxpayer. Please let me know if there are any additional forms, emails, or paperwork required to document that there is no conflict of interest with this item.

Thank you,
Stefanie Nagid



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD
MEETING NAME AND DATE:
Public Facilities & Safety Committee Meeting October 21, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes)
ITEM BACKGROUND:
The County paved Fish Haul Road as part of contract 44 in the 2013–2014 timeframe. Beaufort County obtained Right of Way Easements associated with the paving project, but formal instruments of ownership were not obtained from parcel R510 004 000 0410 0000 more specifically identified on attached exhibit “A”.
PROJECT / ITEM NARRATIVE:
The current property owners of parcel R510 004 000 0410 0000 have submitted a request to have the County bring this section of Fish Haul Road into the County Road Inventory. Beaufort County currently maintains the entire road and acceptance of the Right of Way conveyance would formalize the County’s interest in the road.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends acceptance of 50’ ROW from owner of parcel R510 004 000 0410 0000
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny/amend an ordinance authorizing the county administrator to execute any and all documents necessary to accept right of way on Fish Haul Road.
Next Step – two readings and a public hearing from County Council

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD**

WHEREAS, Beaufort County (“County”) paved Fish Haul Road as part of contract 44 in the 2013–2014 timeframe. The County obtained Right of Way Easements associated with the paving project, but formal instruments of ownership were not obtained from parcel R510 004 000 0410 0000 more specifically identified on attached exhibit “A”; and

WHEREAS, the current property owners of parcel R510 004 000 0410 0000 have submitted a request to have the County bring this section of Fish Haul Road into the County’s Road Inventory. Beaufort County currently maintains the entire road and acceptance of the Right of Way conveyance would formalize the County’s interest in the road.

WHEREAS, it is in the best interest of the Fish Haul Road community and the County to accept the property from the property owners to perfect the right of way.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby authorizes the County Administrator to execute any and all documents necessary to accept conveyance of a 50’ wide Right of Way on the above referenced parcel on Fish Haul Road.

ADOPTED this _____ day of _____, 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

(Exhibit "A")
R510-004-0410
Fish Haul Rd

Activity:
Formalization of
County Interest in
County Maintained
Road

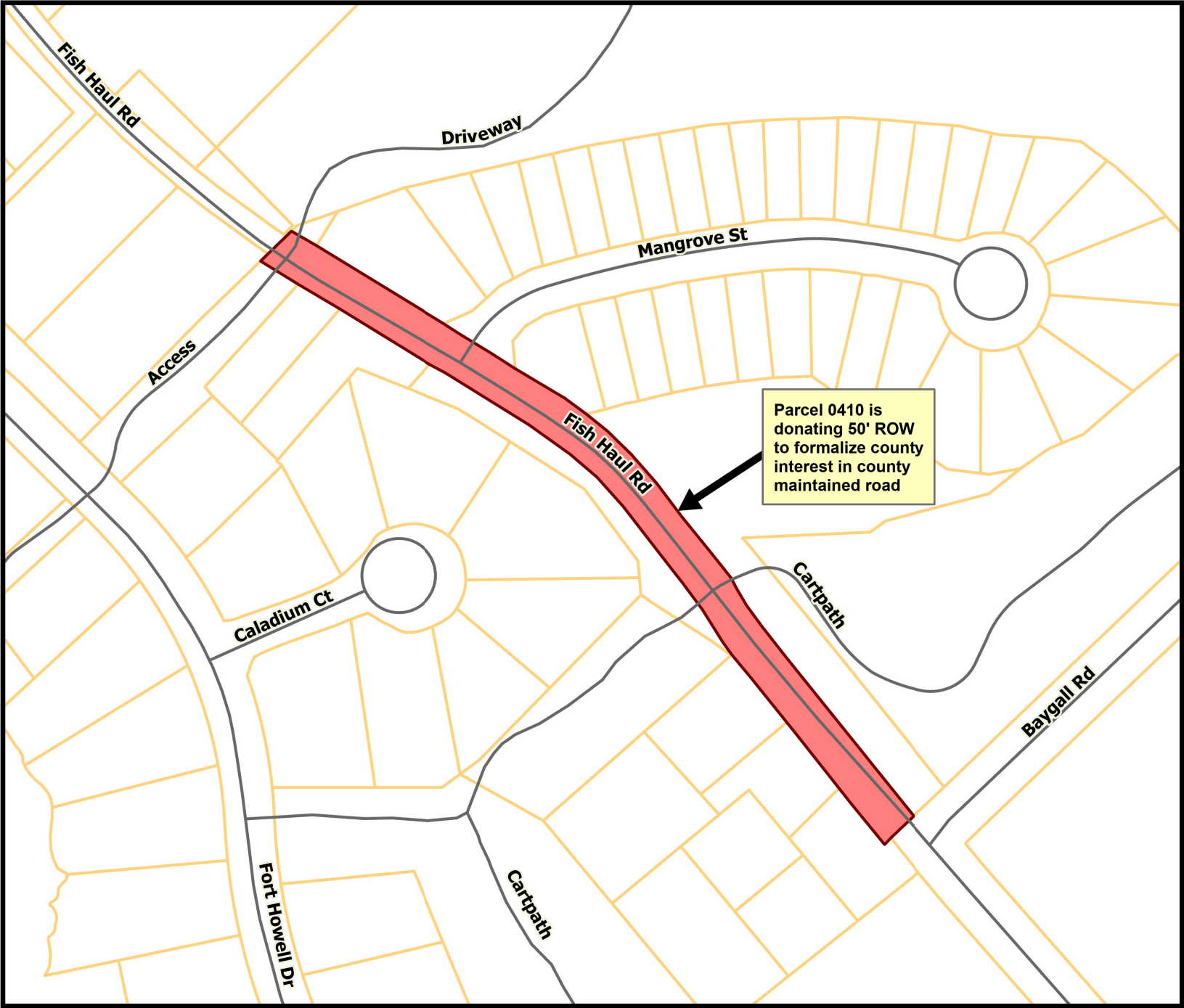
Township:
Hilton Head
Island

Legend

Parcel 0410

Parcels

Streets



1 inch = 168 feet

HELEN BACON HESTER

14 EAST STATE STREET
SAVANNAH, GA 31401

181 BLUFFTON RD, SUITE C-104
BLUFFTON, SC 29910

P.O. BOX 10105
SAVANNAH, GA 31412-0305

PHONE 912.233.2251
FAX 912.235.5464
EMAIL hhester@wswgs.com

May 20, 2024

Beaufort County Right of Way Manager
104 Industrial Village Rd., Bldg 3
Beaufort, SC 29906

Re: Road Acceptance Letter – Portion of Fish Haul Road, TMS# R510 004 000 0410 0000

Dear Sir/Madam:

This Firm represents Fish Haul Road Holdco, LLC which currently owns the portion of Fish Haul Road located in Beaufort County that is referenced above (the "Roadway"). I have enclosed a copy of the recorded quitclaim deed conveying the Roadway for reference. My client requests that the County accept the right of way for the Roadway and include it in the County's maintenance inventory. It appears that the County has already accepted the right of way for the remainder of Fish Haul Road.

A copy of my client's application is enclosed herein. Please let me know if you have any questions or if additional information is needed at this time.

Sincerely,


Helen Bacon Hester

Enclosures

BEAUFORT COUNTY, SOUTH CAROLINA
ROAD ACCEPTANCE APPLICATION

Item 16.

TO: Patty Wilson
Right of Way Manager
Beaufort County

FROM: Property Owner(s) of portion of Fish Haul Road, TMS# R510 004 000 0410 0000, Beaufort, SC

DATE: May 20, 2024

We, the undersigned property owners with land adjoining the above referenced street/road, do hereby petition Beaufort County to accept this private road into the County Road System for scheduled maintenance and repair. We have read Beaufort County Policy Statements 15 and 17 and understand that:

1. This application will be presented to Beaufort County Council and if it is accepted we will be required to grant the County a 50' wide right-of-way, including the existing roadway **and** whatever additional land is required to assemble a 50' right-of-way, and existing or proposed drainage easements necessary for adequate drainage. By signing below, we hereby agree to do so.

2. By signing this petition, we are giving employees of Beaufort County permission to enter our property for the purpose of surveying the new right-of-way and any existing or proposed drainage easements.

3. One Hundred Percent (100%) of the owners of property which adjoins the right-of-way must sign this application in order for it to be presented to the Public Facilities Committee and County Council for consideration.

4. We understand that the road will be designated for public use.

Fish Haul Road Holdco, LLC c/o Helen Hester, Esq.

Name (Print) _____
Name (Signature) _____
WSWGS, 14 East State Street
Address _____
Savannah, GA 31401
City, State, Zip Code _____
(912) 233-2251 / hhester@wswgs.com
Day Time Phone Number/Email Address _____
TMS# R510 004 000 0410 0000
Lot or Parcel Number _____

Name (Print) _____
Name (Signature) _____
Address _____
City, State, Zip Code _____
Day Time Phone Number/ Email Address _____
Lot or Parcel Number _____

Name (Print) _____
Name (Signature) _____
Address _____
City, State, Zip Code _____
Day Time Phone Number/Email Address _____
Lot or Parcel Number _____

Name (Print) _____
Name (Signature) _____
Address _____
City, State, Zip Code _____
Day Time Phone Number/Email Address _____
Lot or Parcel Number _____

NOTE: Please return this application to:
Right of Way Manager
104 Industrial Village Rd, Building 3
Beaufort SC 29906

Return recorded document to:

Helen Hester, Esq.
Weiner, Shearouse, Weitz, Greenberg & Shawe
181 Bluffton Road, Suite C-104
Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, that **TORSOUTH CORPORATION** (hereinafter, the "Grantor"), in consideration of the sum of Ten and NO/100 Dollar (\$10.00), to it in hand paid at and before the sealing of these presents by **FISH HAUL ROAD HOLDCO, LLC** (hereinafter the "Grantee"), whose address is 14701 Phillips Hwy., Suite 300, Jacksonville, FL 32256, and no other consideration to the Grantor, has remised, released and forever quit claim unto the said Grantee, its successors and assigns the following described property, to-wit:

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, and being shown and designated as FISH HAUL ROAD 50' R/W on that certain plat entitled "A Subdivision Plat for The Estuary, A Portion of Fish Haul Road Area, Palmetto Hall Area", said plat, dated April 8, 2019, prepared by Michael R. Dunnigan, SCRLS No. 11905, Coastal Surveying Co., Inc., and recorded in Plat Book 153, Page 122, in the Office of the Register of Deeds for Beaufort County, South Carolina (the "Plat"). For a more particular description of said parcel, reference is made to said Plat of record.

This being a portion of the property conveyed to Torsouth Corporation by Deed from Village Park Homes, LLC dated May 25, 2018 and recorded June 5, 2018 in Book 3673, Page 1363, in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS #s: TMS # R510-004-000-0410-0000.

This deed was prepared by the law firm of Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP, 181 Bluffton Road, Suite C-104, Bluffton, South Carolina 29910 without benefit of title exam.

TOGETHER with all and singular, the rights, members, hereditament and appurtenances to the said premises belonging, or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, its successors and assigns free and clear of any claim or claims by the Grantor or any person claiming under or through it.

WITNESS Grantor's hand and seal, this 24 day of April, 2024.

TORSOUTH CORPORATION

BY: C. Shuir

ITS: Treasurer

Signed, sealed and delivered in the presence of:


Mary T. Melford
Signature of 1st Witness

[Signature]
Signature of Notary Public / 2nd Witness

ACKNOWLEDGMENT

I, Maria Belbas Parker the undersigned Notary Public do certify that
Carolyn Oliver, Treasurer OF TORSOUTH
CORPORATION personally appeared before me this day of and acknowledged the due execution of the foregoing
instrument.

Witness my official seal this 24 day of April, 2024.


Notary Public for South Carolina
Maria Belbas
Commission Expiration Date: 5/30/2028

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

AFFIDAVIT OF TRUE CONSIDERATION AND
CLAIM FOR EXEMPTION FROM RECORDING FEES

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is Fish Haul Road 50; R/W, Estuary S/D, BEAUFORT County, SC, being Tax Map Number # R510-0047-000-0410-0000, was transferred by TORSOUTH CORPORATION to FISH HAUL ROAD HOLDCO, LLC on April 24, 2024.
3. Check one of the following: The deed is
 - a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) ☒ exempt from the deed recording fee because (See Information section of Affidavit): CODE §12-24-40 (1) (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check: Yes ☐ or No ☐

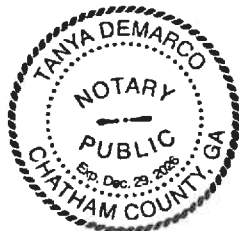
4. Check on of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - b) ☐ The fee is computed on the fair market value of the realty which is _____.
 - c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenant, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If a Yes, the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - a) Place the amount listed in item 4 above here: \$0.00
 - b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - c) Subtract Line 6(b) from Line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Managing Member of Transferor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

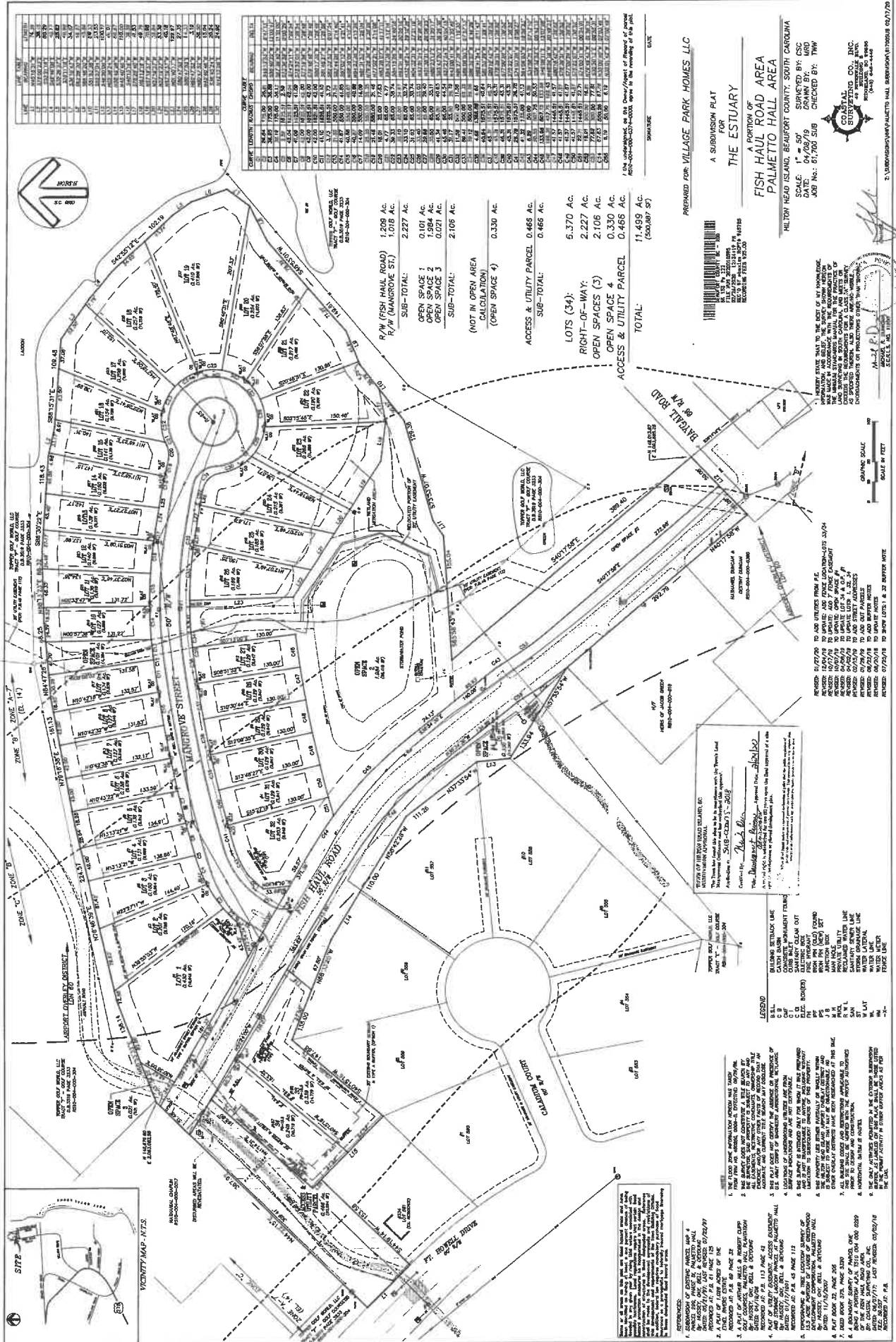
Helen Hester
Helen Hester

Sworn to before me this 3rd day of May, 2024.

Tanya Demarco
Notary for the State of Georgia,
County of Chatham

My commission expires:







BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

ITEM TITLE:

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island. (\$10,000)

MEETING NAME AND DATE:

Public Facilities & Safety Committee Meeting 10-21-2024

PRESENTER INFORMATION:

Jared Fralix, P.E., Assistant County Administrator, Infrastructure
(5 Minutes)

ITEM BACKGROUND:

County Council conditionally accepted Sheppard Road Extension from Duncan O' Quinn on January 27, 1997. Mr. O'Quinn met the conditions of acceptance by executing a deed and drainage easement to the County. The deed was never recorded, and Mr. O'Quinn had been paying taxes on parcel R200 011 000 0007 0000 until 2019 when he owed \$117.47 and the property went to tax sale. The property was purchased at tax Sale by Mr. Donald Middleton in October of 2020 for \$1,600. The Treasurer executed a deed to Mr. Middleton on January 12, 2022, recorded in Deed Book 4108 at Pages 1625-1627. Portions of Sheppard Road, Causey Way and Dock Builders Drive are included in Parcel R200 011 000 0007 0000 which have been identified as County Maintained roads. Mr. Middleton approached the Public Works director about purchasing the property. The legal department and Public Works director determined it was in the best interest of the County to have the property appraised to determine value. The appraised value of \$10,000 was offered to Mr. Middleton, who did not accept the offer. County Council approved Resolution 2024/31 authorizing the County Administrator to pursue condemnation. Mr. Middleton has decided to accept the \$10,000 offer so condemnation is no longer necessary.

PROJECT / ITEM NARRATIVE:

Legal staff has requested this item go through the ordinance process prior to releasing funds to Mr. Middleton for acquisition of parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

FISCAL IMPACT:

Accepted offer of \$10,000 to be funded by 1000-30-1301-54400 with an available balance of \$10,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Approval to formalize Right of Way interests of parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

Next Step – three readings and a public hearing from County Council

ORDINANCE NO. 2024/

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island

WHEREAS, Beaufort County Council conditionally accepted Sheppard Road Extension from Duncan O' Quinn on January 27, 1997; and

WHEREAS, Mr. O'Quinn met the conditions of acceptance by executing a deed and drainage easement to the County. The deed was never recorded and Mr. O'Quinn had been paying taxes on parcel R200 011 000 0007 0000 until 2019 when he owed \$117.47 and the property went to tax sale; and

WHEREAS, the property was purchased at tax Sale by Mr. Donald Middleton in October of 2020 for \$1,600.00. The Treasurer executed a deed to Mr. Middleton on January 12, 2022 recorded in Deed Book 4108 at Pages 1625-1627; and

WHEREAS, Portions of Sheppard Road, Causey Way and Dock Builders Drive are included in Parcel R200 011 000 0007 0000 which have been identified as County Maintained roads; and

WHEREAS, Mr. Middleton approached the Public Works director about purchasing the property. The legal department and Public Works director determined it was in the best interest of the County to have the property appraised to determine value; and

WHEREAS, the appraised value of \$10,000 was offered to Mr. Middleton who did not accept the offer; and

WHEREAS, County Council approved Resolution 2024/31 authorizing the County Administrator to pursue condemnation on R200 011 000 0007 0000; and

WHEREAS, Mr. Middleton has now decided that he is willing to accept the \$10,000 offer for the named Right of Ways associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island, so condemnation is no longer necessary; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to formalize the County's Right of Way interest in parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

ADOPTED this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

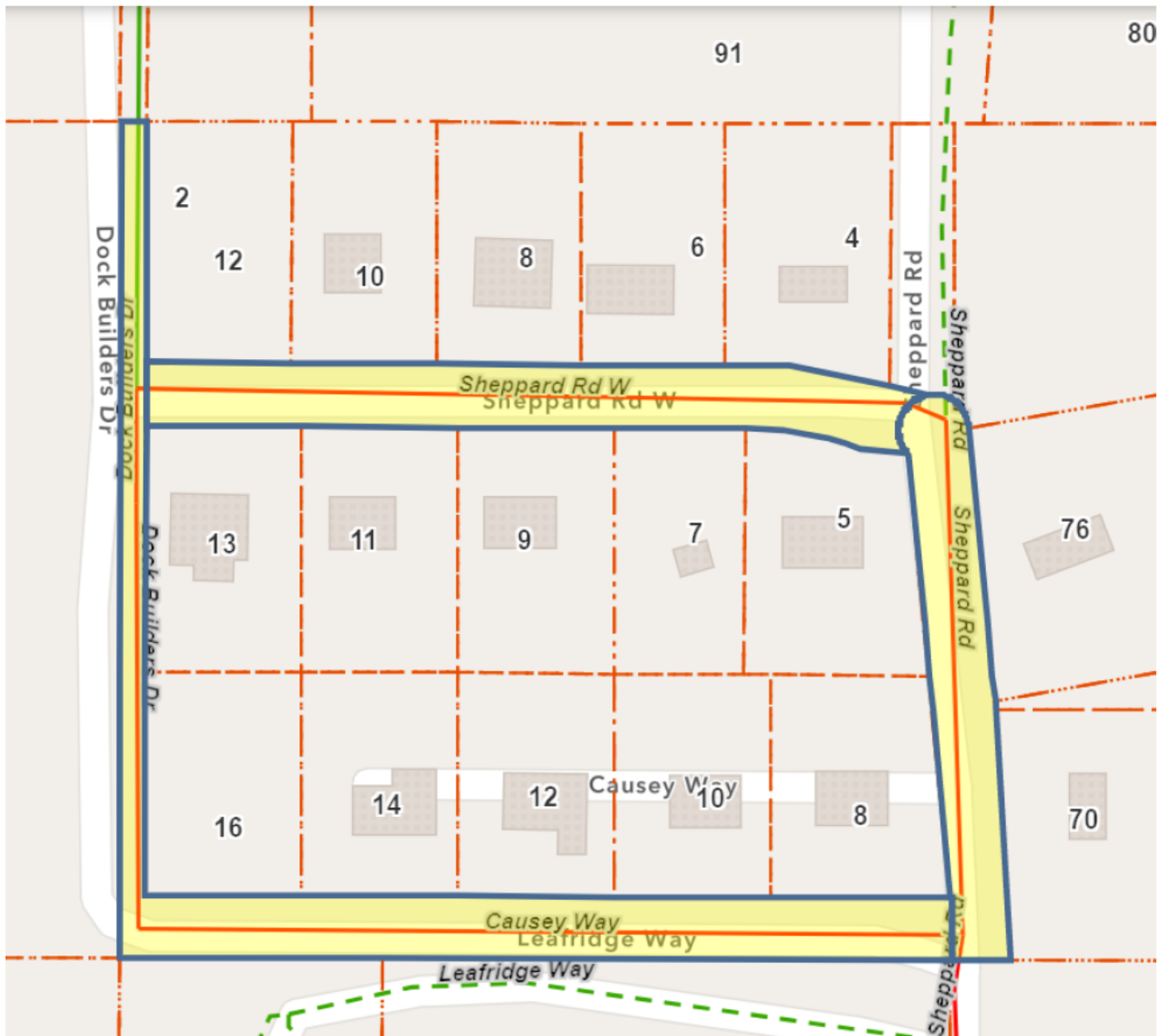
Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

Parcel R200 011 000 0007 0000 Located on Lady's Island off Holly Hall RD



The subject is the Causey Way R.O.W., a portion of the Sheppard Rd. R.O.W., and a portion of the Dock Builders Dr. R.O.W. as highlighted in yellow. These were previously dirt roads, but were paved sometime in 1997. There are no curbs, gutters or sidewalks.

2302-03

**ABBREVIATED APPRAISAL
SUMMARY REPORT**

OF

**1.92 ACRE TRACT PAVED STREET RIGHT-OF-WAY
SHEPPARD RD., CAUSEY WAY, DOCK BUILDERS DR.
LADY'S ISLAND
BEAUFORT, SC 29902**

FOR

**MR. NEIL DESAI
PUBLIC WORKS DIRECTOR
BEAUFORT COUNTY
BEAUFORT, SC 29901
nilesh.desai@bcgov.net**

**EFFECTIVE DATE OF APPRAISAL
AS OF: FEBRUARY 24, 2023**

BY

**GEORGE R. OWEN, MAI
CERTIFIED GENERAL APPRAISER
7 CLAIRE'S POINT RD.
BEAUFORT, SC 29907**

DATE REPORT ISSUED: MARCH 1, 2023

March 1, 2023

MR. NEIL DESAI
PUBLIC WORKS DIRECTOR
BEAUFORT COUNTY
BEAUFORT, SC 29901
nilesh.desai@bcgov.net

RE: Vacant Land - 1.92 acres, Street R.O.W., Beaufort, SC
Parcel ID: R200 011 000 0007 0000

Dear Mr. Desai:

In accordance with your request, I have completed an appraisal of market value of the referenced property as of February 24, 2023 (the date of field inspection). To the best of my knowledge, this appraisal conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice adapted by the Appraisal Standards Board of the Appraisal Foundation. Market value is defined in the attached report.

I have utilized the sales comparison approach in estimating the value of the subject land as it exists today. The results produced by the analysis of the sales, listings for sale, and the market in general resulted in a final estimate of as-is market value of the fee simple interest as follows

Value Estimate Rounded to	\$10,000
----------------------------------	-----------------

The 1.92 acre estimated area is the figure used for valuation, based on the Assessor's records. In the event that a subsequent survey reveals a land area which is significantly different, the appraiser reserves the right to amend the value conclusion.

Mr. Neil Desai

March 1, 2023

Page 2

The property included in the appraised value comprises land plus infrastructure only. No buildings, equipment or personal property are included.

Inspection of the subject property did not reveal any apparent or suspected environmental hazards. However, it must be recognized that the appraiser is not an expert in environmental matters; a qualified expert should be retained in the event that an environmental analysis is required. The subject property is located within a minimum risk flood hazard zone.

There is additional information regarding the subject property and the market, which is retained in the appraiser's work file, which is incorporated herein by reference. This report is made subject to the assumptions and limiting conditions summarized on the pages following the main text of the report.

I urge a careful reading of the appraisal report. My invoice for services rendered is sent separately. I appreciate this opportunity to be of service.

Sincerely,

George R. Owen, MAI
Certified General Appraiser
South Carolina License #5064

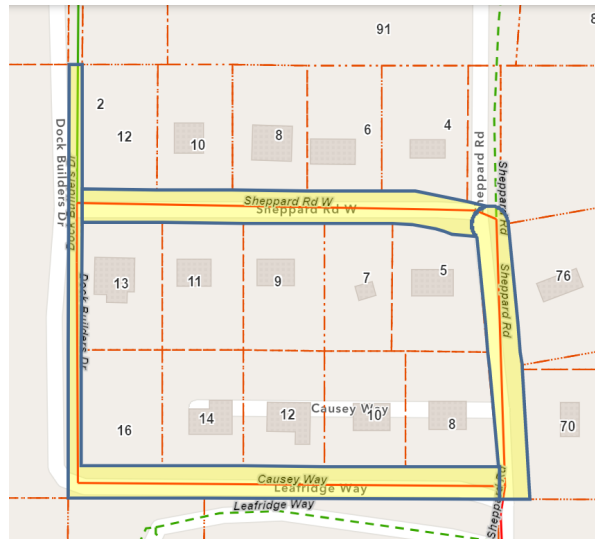
*Electronically signed for e-mail transmission



IDENTIFICATION OF PROPERTY

The property being appraised, hereinafter known as the subject property of this report, comprises a 1.92 acre tract comprising the paved street right-of-way shown on the reference Plat included below. The Assessor parcel ID for the subject is the following:

R200 011 000 0007 0000.



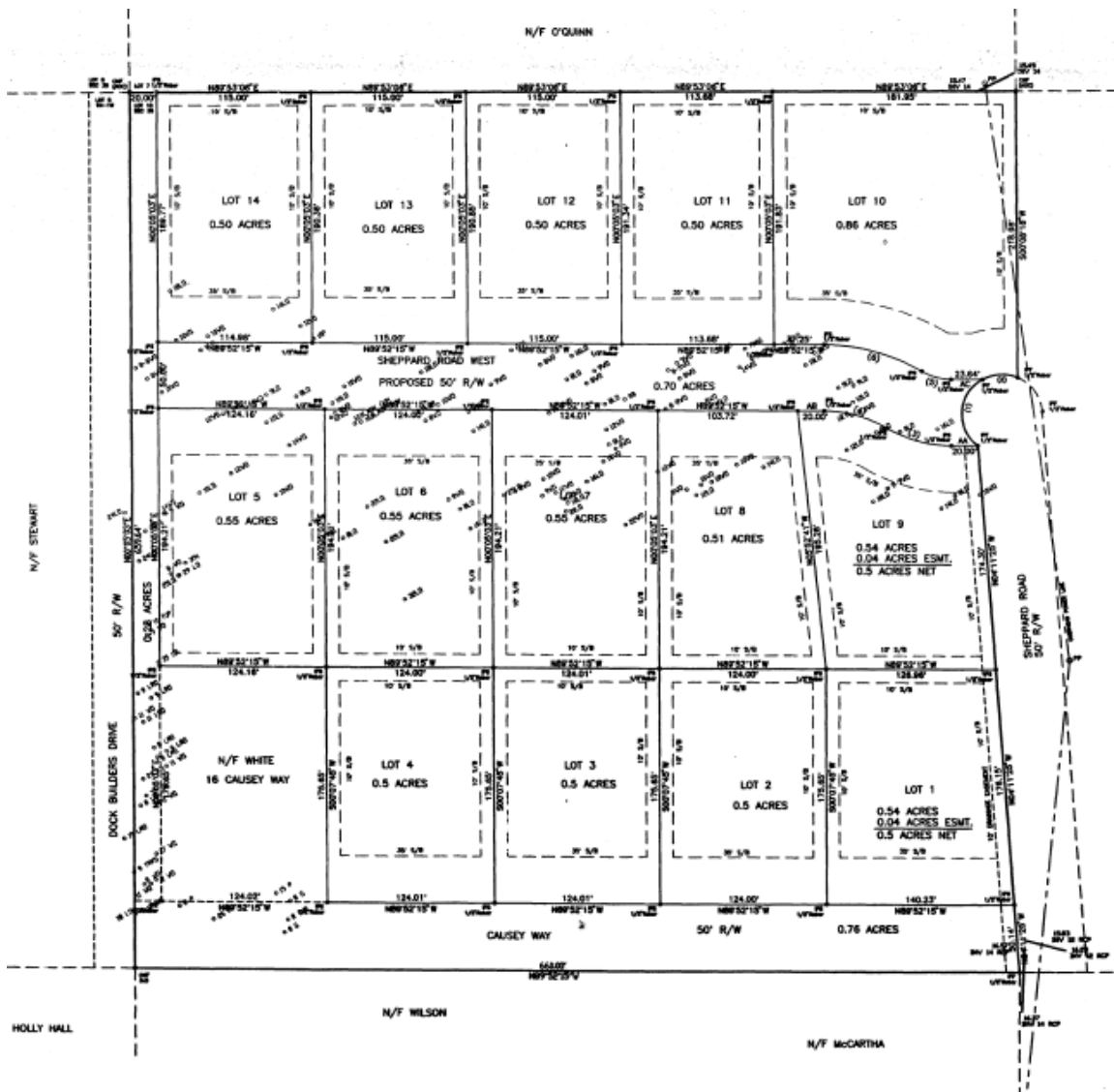
Subject photographs, legal description, site survey and other pertinent information are included in the body or Appendix of this report.

LEGAL DESCRIPTION OF TRACT

All that certain piece, parcel or lot of land, situate, lying and being in McKee's Place Subdivision on Lady's Island, Beaufort County, South Carolina, consisting of a road buffer a portion of Sheppard Road, Sheppard Road West, and Causey Way as shown and designated on that certain plat prepared for Duncan O'Quinn by Davis S. Youmans, RLS, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 63 at Page 90.

This is the same lot of land sold at the delinquent tax sale of
October 5, 2020, for delinquent **2019** taxes in the name of
O QUINN ROBERT DUNCAN III CAROL R JTROS

DMP: R200 011 000 0007 0000



Recorded Plat

INTENDED USE /INTENDED USER OF THIS APPRAISAL

This appraisal is reportedly to be used by the client for evaluation of a possible acquisition from the private owner, Donald Middleton. The client/intended user of the report is the Beaufort County Public Works Dept., Beaufort, South Carolina.

OWNER OF RECORD

The owner of record is Donald Middleton.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate market value, as defined, as of February 24 2023, the date of latest field inspection. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under typical market conditions.

PRIOR TRANSFER

The subject property's most recent meaningful prior transfer was by a tax sale on 1/12/2022 for a price of \$1,600. The Beaufort County Treasurer conveyed the property to Donald Middleton as recorded in Deed 4108/1625. A copy of the deed is contained in the Appendix.

OWNERSHIP INTEREST APPRAISED

The property rights being appraised are fee simple. Fee simple is defined as "an absolute fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate."

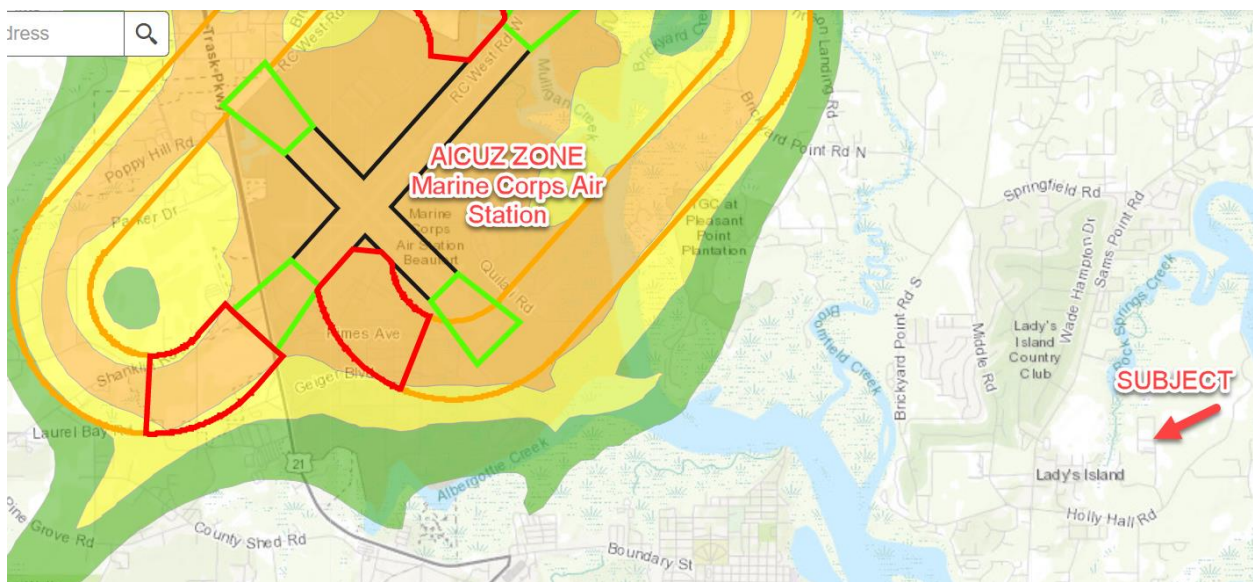
The above definition is from the Sixth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, Chicago.

SCOPE OF THE APPRAISAL

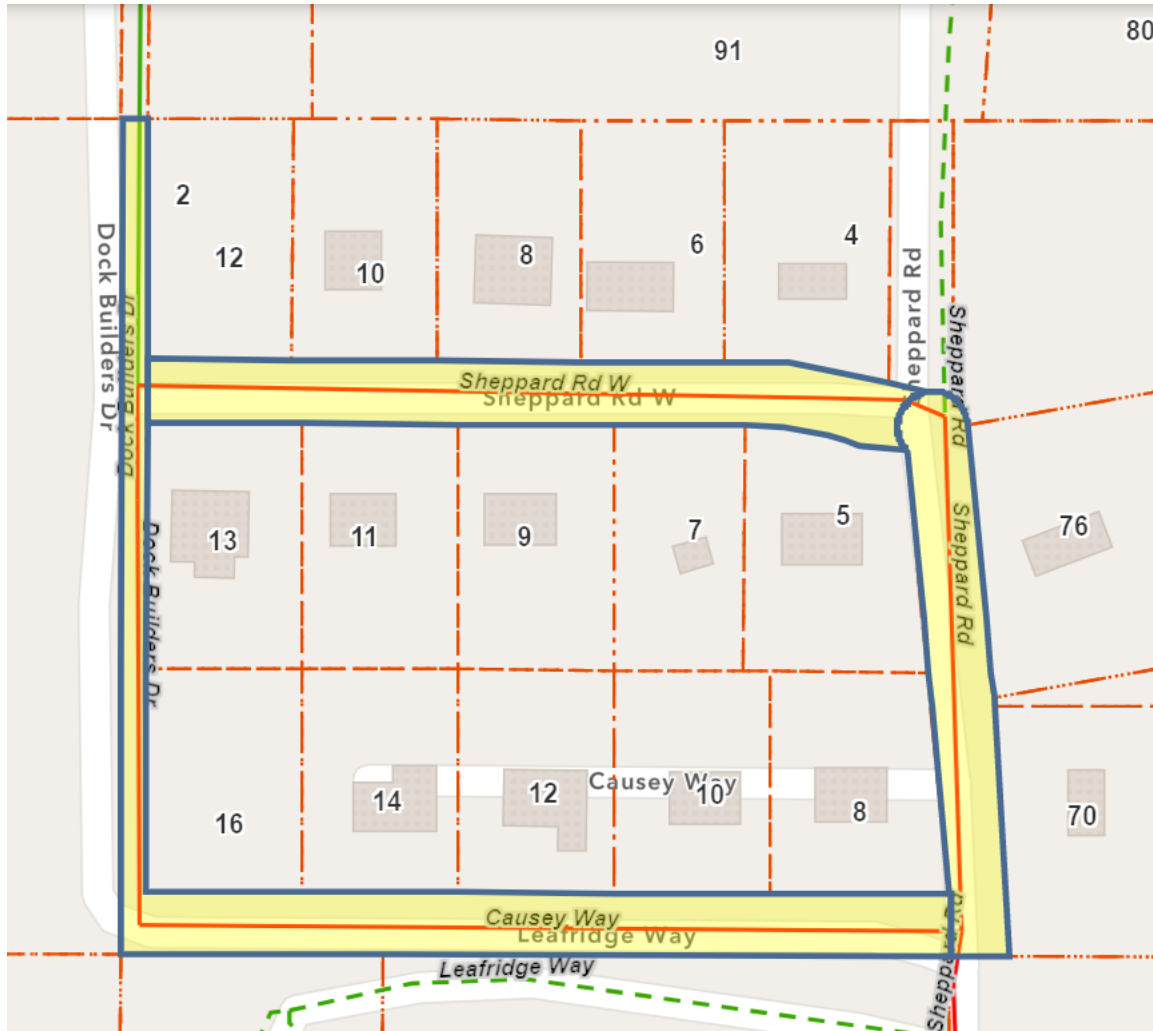
The scope of this appraisal focused upon the collection, confirmation and analysis of data to estimate market value for the subject property.

NEIGHBORHOOD REMARKS

The general location of the property is the McKee's Place neighborhood, lying north of Holly Hall Road. The subject site is located in and around McKee's Place Subdivision. This small enclave of newer homes comprises modest neighborhood of 15 lots of about ½ acre in size improved with homes. Most of the homes were built in the late 1990's up to 2006. This area is somewhat out-of-the-way but it gives residents a desirable sense of quiet and privacy, away from heavily trafficked thoroughfares. Also the subject is not in the AICUZ Zone. The most recent resales of homes in the subdivision were at prices of \$320,000 to \$325,000.

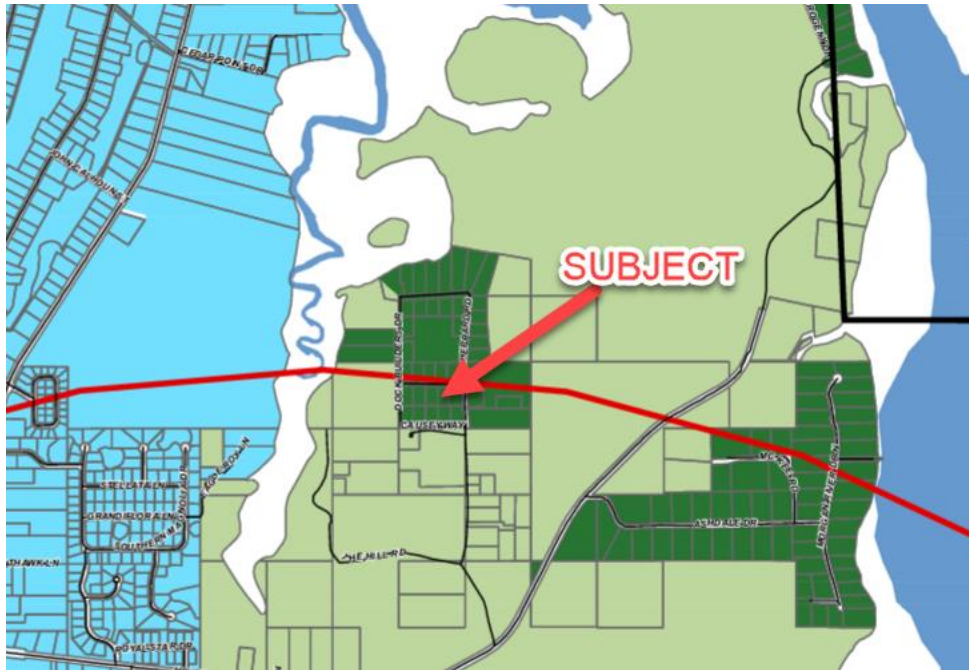


PROPERTY DESCRIPTION



The subject is the Causey Way R.O.W., a portion of the Sheppard Rd. R.O.W., and a portion of the Dock Builders Dr. R.O.W. as highlighted in yellow. These were previously dirt roads, but were paved sometime in 1997. There are no curbs, gutters or sidewalks. The width of the R.O.W. is 50'. This right-of-way would not be considered practically buildable, and has utility only as streets. The lots in McKee Place are served by underground wiring.

Zoning Excerpt from County zoning map for Lady's Island shown below.



The County zoning map shows the zoning to be  T2 Rural Neighborhood [T2RN]

The 1.92 acre estimated area will be the figure used for valuation. In the event that a subsequent survey reveals a land area which is significantly different, the appraiser reserves the right to amend the value conclusion. Photos are shown in the Appendix.

Municipal Services/Infrastructure

The site is currently served by City of Beaufort utilities including electricity (Dominion Energy) and water (BJWSA). Homes in area utilize septic tanks. Fire and police protection are provided by the City or County.

Topography/Drainage

Topography of the site is essentially level and at or above road grade.

Easements

There are overhead powerline easements bordering the site. This easements are judged not to have an adverse effect on value.

HIGHEST AND BEST USE

Considering the practical considerations discussed above, the highest use of the subject appears to be to serve as streets for the McKee Place Subdivision. It is valued accordingly.

VALUATION METHODOLOGY

The appraiser researched sales of land in the immediate and general area to form a basis of comparison and valuation (the direct sales comparison approach to value). The focus was on right-of-way purchases by the County or the City of Beaufort. The sales selected for analysis and comparison are presented below in spreadsheet form. The deed records and plats for each sale are retained in our files.

Table 1.

<u>Sales Considered Pertinent to Valuation of Sheppard Rd. Tract</u>						
<u>Rights-of-Way or small strips of land</u>						
<u>Location</u>	<u>Date sold</u>	<u>Deed Ref.</u>	<u>Price</u>	<u># acres</u>	<u>Pr/acre</u>	<u>Remarks</u>
1. New road off Lost Island Rd. to U.S. 21, Lady's Island	11/16/2022	4198/1983	\$300	0.002	\$150,000	Graden Co. sold to Beaufort County, new road ties in with Airport Circle
2. adj. to 1307 Charles St.	12/4/2020	3942/2769	\$10	0.12	\$83	Strip of land 30' wide by 131' deep City of B. to owner Laura Achurch
3. Kline Circle off Keans Neck Rd.	11/16/2022	4198/1972	\$10	0.004155	\$2,407	Portion of R.O.W. of Kline Circle deeded by Hill family to Beaufort County
4. adj. to 2732 Depot Rd. and old train station	12/22/2020	3950/2388	\$10	0.03903	\$256	Quitclaim by BIV, LLC (Merritt Patterson) to City of Beaufort, strip 10' x 170'
5. portion in West St. and Scott St. off Craven St.	9/6/2022	4179/2759	\$5	0.982	\$5	Quitclaim of portion of street R.O.W. in downtown Beaufort, SCDOT to C.O.B.
6. Bluffton Pkwy. At Flat Creek Drive and River Ridge Drive	8/19/2022	4175/809	\$10	0.079	\$127	Strip of R.O.W. quitclaimed by Hampton Lake Comm. Assoc. to Beaufort County

Table 2.

<u>Land Sales in Neighborhood of Subject</u>						
<u>Location</u>	<u>Date sold</u>	<u>Deed Ref.</u>	<u>Price</u>	<u># acres</u>	<u>Pr/acre</u>	<u>Remarks</u>
1. 35 Sheppard Rd. at The Hill Rd.	2/11/2021	3970/2401	\$40,000	5.00	\$8,000	Heavily wooded tract, no direct road frontage
2. 67 Holly Hall Rd.	4/8/2022	4134/784	\$100,000	8.06	\$12,407	Heavily wooded tract
3. Roseida Rd. at Laurel Bay Rd.	4/28/2022	4140/2564	\$125,000	21.29	\$5,871	3-parcel assemblage of wooded land in Burton

Discussion

The first table shows sales of rights-of-way or small strips of land to either the City or the County of Beaufort. The second table shows a few ordinary land sales conveyed at arms-length between buyer and seller. The 6th column in each table shows the price-per-acre for each selected sold property.

The sales in Table 1. show that small strips of R.O.W. are typically quitclaimed by the owner to the City or County for a nominal consideration of \$5 or \$10. The only anomaly in this table is Sale 1. In this case the price paid was based on the per-acre appraised value of the adjacent commercial acreage, located across the street from the WalMart complex.

In Table 2, Sales 1 and 3 might be considered inferior to the subject, whereas sale 2 would be considered locationally superior. A midpoint value would be, say, \$10,000 per acre for the subject 1.92 acre tract. No premium is added for the paving, since the County paid to pave the R.O.W.

But the subject, being a street right-of-way parcel, has far less utility than acreage tracts having a potential as new building sites. The only practical use of the subject is to remain a functioning paved street right-of-way serving the small McKee Place neighborhood. Accordingly, the subject was valued at a discount. Specifically, since it was concluded that a representative land price for acreage in this neighborhood is \$10,000 per acre, the

appraiser judges that a 50% discount is reasonable. The discount reflects the perceived limited utility of the site.

Accordingly, after due consideration of the market data presented, the appraiser has concluded an appropriate valuation of \$5,000 per acre for the subject. The value is therefore estimated as follows:

1.92 acres valued @ \$5,000 per acre =	\$9,600
Reasonably rounded to	\$10,000

The date applicable to the valuation is February 24, 2023.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is made under the assumption that title to the property is merchantable. Easements, restrictions, encroachments or other limitations upon value not mentioned in the report have not been considered.
2. Information regarding sales of comparable properties was obtained from reliable sources and is believed by the appraiser to be accurate. Reliability of such information cannot, however, be guaranteed.
3. Plats and other drawings, if included, are to assist the reader in visualizing the property, and while they are believed to be accurate, their correctness cannot be guaranteed.
4. Information concerning taxes and other financial data was supplied to the appraiser by others. It is believed to be reliable and accurate but cannot be guaranteed by the appraiser.
5. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.
7. Inherent in the approaches to value is the assumption that the property will enjoy prudent management, with appropriate financial strength and skills, and that information provided to the appraiser by the owners concerning financial projections are reasonably accurate. The appraiser assumes that existing tax legislation will remain the same as it is on the date of the appraisal unless changes are specifically discussed in the body of the report.
8. The value estimate includes all building improvements and land. Excluded are all inventory, spare parts, office equipment and furniture, and all other items considered to be personal property.

9. The appraisal assumes, for purposes of valuation, that all land is held in fee simple ownership, unencumbered. No leases or bond-financing arrangements were considered in value.

10. The appraiser is not required to testify or appear in court on matters discussed herein, unless subsequent agreement is made for such services.

11. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

1. That statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Appraisal Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
12. My license status is active in the State in which the subject property is located.

George R. Owen

George R. Owen, MAI
Certified General Appraiser

Date: March 1, 2023

QUALIFICATIONS OF GEORGE R. OWEN, MAI
REAL ESTATE APPRAISER AND CONSULTANT
LICENSED/CERTIFIED GENERAL APPRAISER

Experience

Principal, George R. Owen, Certified General Appraiser, 7 Claire's Point Rd., Beaufort, SC 29907. Practicing in Beaufort since 2004. Previously 32 years experience in Memphis, Tennessee. Assignments have included appraisals for mortgage loan purposes, appraisals for court testimony, condemnation appraisals, and appraisals for a large variety of institutional, individual and corporate clients. My practice excludes single family residential. I am currently licensed in South Carolina.

Types of properties appraised include:

Shopping Centers
 Commercial Fast-food Operations
 Service Stations/Convenience Stores
 Warehouses/Industrials
 Service/Showroom
 Office Buildings

Large & Small Apartment Projects
 Downtown Rehab Projects
 Truck Terminals
 Carwashes

Nursing Homes/Congregate Care
 Subsidized Housing
 Vacant Land
 Subdivisions
 Heavy and Light Industrials
 Savings & Loan Institutions

Bank Properties
 Mobile Home Parks
 Condemnations, partial takings, etc.
 Church Properties

Appraisal clients served include:

Corporate

Anheuser-Busch
 AutoZone, Inc.
 Bemis Corporation
 Burger King
 Care Inns, Inc
 Cargill, Inc
 Clopay Corporation
 Digital Equipment Company
 Exxon Corporation
 Graceland/Elvis Presley Enterprises
 Holiday Inns
 JiffyLube Corporation
 Krispy Kreme Division,
 Beatrice Foods Corporation
 Kemmons Wilson, Inc
 Loeb Properties
 McDonald's Corporation
 Railroad
 Ralston-Purina Corporation
 Sanyo Corporation
 SPL Corporation
 Sprint Petroleum

Banks

Bank of America
 South Carolina Bank & Trust
 Lowcountry National Bank
 Wachovia Bank
 First Commercial Bank
 First Tennessee Bank
 Financial Federal Savings Bank
 Bank of America (Atlanta)
 Regionsbank
 National Bank of Commerce
 NationsBank
 Nat. City Bank, St. Louis, MO
 Woodlands Bank
 Palmetto Federal Bank
 Ameris Bank
 Sunburst Bank
 SunTrust Bank (Nashville)
 Third National Bank (Nashville)
 Islands Community Bank
 Union Planters National Bank
 Huntington Bank, Cleveland, OH
 BankOne (New Orleans)
 BB&T

George R Owen, MAI

Page 2

Developers/Entrepreneurs

Alco Properties
 Aldrich Investment Company
 303 Associates
 Ampco, Inc.
 Belz Enterprises
 Boyle Investment Company
 Culp & Assoc., Knoxville, TN
 Fogelman Companies
 H. Lance Forsdick Properties
 Henry Turley Company
 Jetero Properties
 Joyner, Heard & Jones
 Kemmons Wilson Companies
 Loeb Enterprises
 McCullar Realty

Receiver

McNeil Investment Co

County

Patterson Construction

Patton & Taylor

Peck Industries
 Syncorp
 Tesco Development
 Trammell Crow Companies
 Trezevant Properties
 Gibson Builders

Institutional

West TN Business College
 Rhodes College
 Grace - St. Luke's Episcopal Church
 The Trust for Public Land

Law Firms

Burch, Porter & Johnson
 Hardison, McCarroll, Cook & Cannon
 Heiskell, Donelson, Bearman, Adams
 Williams & Kirsch
 Lawler, Humphreys, Dunlap & Wellford
 Stokes, Kimbrough, Grusin & Kiser
 Blanchard Tual, Attorney
 Waring Cox Attorneys
 Harvey & Battey, Attorneys
 Julian S. Levin, Attorney

Governmental

City of Beaufort, SC
 City of Germantown, TN

 City of Memphis/ R.O.W. Dept
 Federal Deposit Ins. Corp .
 Federal Sav. & Loan Ins. Corp
 Resolution Trust Corporation
 Memphis Light, Gas & Water
 Shelby County R.O.W. Dept
 State of TN R.O.W. Dept
 U. S. Postal Service
 Veterans Administration
 Tennessee Valley Authority
 U.S. Department of the Navy
 U.S. Federal

Beaufort

Loan Underwriting

Connecticut General Life Ins
 Federal National Mtg. Association
 F.M. Crump & Co.
 Holliday, Fenoglio & Tyler
 The Latham Company
 Lexington Properties
 Mortgage Guaranty Ins. Corp
 Ward & Company
 Washington National Ins. Co.
 Fogelman-Beaty Mortgage Co.
 The Money Store

Insurance Companies

Capital Holding Company
 Connecticut General Life Insurance
 Delta Life & Annuity
 Mutual of New York - Real Estate
 Ohio National Life Insurance Co
 Jefferson Pilot Life Insurance Co
 Southern Farm Bureau Insurance
 Washington National Insurance
 Safeco Life Insurance Company
 Protective Life Corporation
 Pacific Mutual Life Insurance Co.
 Farm Bureau Life Insurance Co.

Page 3

Organizations

MAI, Member of Appraisal Institute *Currently Certified (Certif. No. 6189)
Past President, Memphis Chapter #51, Appraisal Institute.

Licenses

SC: Certified General Appraiser (No. 5064) Certified through 6/30/2024

Education

Master of Business Administration, 1971, University of Virginia
Master of Science, 1966, Rice University
Bachelor of Science, 1964, Vanderbilt University
Recertification Program of Appraisal Institute –Certified through 12/31/2022
Lifetime commitment to continuing education at local universities

Additional Assignments (partial list)

Residence Inn, Spartanburg, SC; Ramada Inn, Rock Hill, SC
Holiday Inns, Grenada, MS; Frankfort, KY; Franklin, TN
Lagniappe Inns, Cincinnati, OH; Columbus, OH; Nashville, TN
La Quinta Inns, Nashville, TN; Lexington, KY; other locations in GA, TX, and OK
Potential development property, Back Bay, Biloxi, MS
Automobile Dealerships, Vicksburg, MS; Jackson, TN
Condominium feasibility study, Indianapolis, IN
Limited condominium feasibility study, Birmingham, AL
Apartment Project, Birmingham, AL
Old English Inn; West Tennessee Business College; Jackson, TN
Industrial Plants, various towns in west Tennessee, north Mississippi, Arkansas, South Carolina
Louisville Freezer/American Cold Storage, Louisville, KY
Haygood Truck & Trailer Parts, Chattanooga TN & Birmingham, AL

Contact Information

George R. Owen, MAI
7 Claire's Point Rd.
Beaufort, SC 29907
Cell 843 271 2481
E-mail: georgeowen84@gmail.com

Last Updated 4/2/2022

PHOTOGRAPHS – views of the R.O.W.







Typical home in McKee Place

RECORDED
2022 Apr -21 08:27 AM
[Signature]
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 4108 Pgs 1625-1627
FILE NUM 2022005122
01/25/2022 01:23:59 PM
REC'D BY Fienkins RCPT# 1074272
RECORDING FEES: \$15.00
County Tax \$2.20
State Tax \$5.20

3
15

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TAX TITLE BY THE TREASURER

NOT WARRANTY TITLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the provisions of Title 12, Chapter 51, Section 10 through 170 of the South Carolina Code, 1976, as amended, entitled "Alternate procedure for Collection of Property Taxes" duly enacted by the General Assembly of the State of South Carolina, provide an additional method and procedure for the collection of delinquent property taxes, penalties and costs due to counties and other political subdivisions of the State; and

WHEREAS, the provisions of the aforesaid Title 12, Chapter 51, Sections 10 through 170, authorize the levy by distress and sale of so much of the defaulting taxpayer's estate, real, or personal, or both, as may be sufficient to satisfy the taxes, penalties and costs of sale of property following proper advertisement of the property for sale; and

WHEREAS, I, MARIA WALLS, TREASURER OF BEAUFORT COUNTY, pursuant to the authority of the aforesaid provisions and amendments thereto, issued a warrant or execution in duplicate against O QUINN ROBERT DUNCAN III CAROL R JTROS, a defaulting taxpayer of said Beaufort County, to levy by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both as may be sufficient to satisfy the 2019 taxes and costs in the amount of \$117.47 and

WHEREAS, by virtue of said warrant or execution, Kimberly S. Chesney (authorized officer) did on June 3, 2020, mail a notice of tax delinquency under cover of certified mail, restricted delivery, return receipt to said delinquent taxpayer and this notice was not received; and

WHEREAS, (in the event the certified mail notice was undelivered) the authorized officer directed to collect delinquent taxes, penalties and costs did on August 5, 2020 take exclusive possession of the property against which such taxes were assessed by posting a notice at one or more conspicuous places on the property hereinafter described, reading "seized by The Beaufort County Treasurer to be sold for delinquent taxes"; and

WHEREAS, The Beaufort County Treasurer did thereafter properly advertise for sale once a week for three successive weeks for sale in September 2020; and

WHEREAS, upon the failure of the delinquent taxpayer, or anyone acting in his behalf, to pay the taxes, penalties and costs, the property described hereinafter was duly sold at public auction on the sales day of the month of October in the year 2020 during the usual hours of sale, to DONALD MIDDLETON, the purchaser and the highest bidder at such sale for the sum of \$1,600.00 and furnished the purchaser a receipt for such purchase money and annexed such receipt to the duplicate warrant for the endorsement thereon of his actions thereunder; and

WHEREAS, under cover of certified mail, restricted delivery, return receipt, Kimberly S. Chesney, Tax Collector, did on September 3, 2021, mail a notice addressed O QUINN ROBERT

ADD DMP Record 4/20/2022 09:40:04 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R200 011 000 0007 0000 00

Book4108/Page1625 CFN#2022005122

DUNCAN III CAROL R JTROS that the property described on the notice had been sold for taxes and advising said owner if not redeemed by paying taxes, penalties and costs in the amount of **\$677.18** on or before **October 6, 2021**, a tax title would be issued to the successful purchaser at the tax sale; and was not redeemed; and

WHEREAS, twelve months have elapsed since the date of the sale for delinquent taxes, and the said **O QUINN ROBERT DUNCAN III CAROL R JTROS** or other parties interested after due notice have failed to redeem said property so sold.

NOW THEREFORE, I, **MARIA WALLS**, TREASURER OF THE COUNTY OF BEAUFORT, in consideration of the premises, and the sum of **\$1,600.00** to me by the said **DONALD MIDDLETON** have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **DONALD MIDDLETON**

All that certain piece, parcel or lot of land, situate, lying and being in McKee's Place Subdivision on Lady's Island, Beaufort County, South Carolina, consisting of a road buffer a portion of Sheppard Road, Sheppard Road West, and Causey Way as shown and designated on that certain plat prepared for Duncan O'Quinn by Davis S. Youmans, RLS, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 63 at Page 90.


This is the same lot of land sold at the delinquent tax sale of **October 5, 2020**, for delinquent **2019** taxes in the name of **O QUINN ROBERT DUNCAN III CAROL R JTROS**

DMP: **R200 011 000 0007 0000**

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises hereby granted, and with the appurtenances, unto the said **DONALD MIDDLETON** his Heirs and Assigns forever, according the form, force and effect of the laws and usages of the State of South Carolina, in such cases made provided.

2/23/23, 12:46 PM Beaufort County, South Carolina

 Beaufort County, South Carolina generated on 2/23/2023 12:46:13 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R200 011 000 0007 0000	00259053		2/17/2023	2023	2022

Current Parcel Information

Owner	MIDDLETON DONALD	Property Class Code	TCUVac Highway&StreetROW
Owner Address	9 RUIGRACK RD BEAUFORT SC 29906	Acreage	1.9200
Legal Description	BUFFER/RD R/WS MCKEE'S PLACE S/D PB63 P90 *SPLIT 3/98 0.50 AC 11/124 FKA LT 10 SEC 35 1N1W #B56P192 SPLIT 2/99 7.42 AC 11/127-140		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022	\$1,000		\$1,000	\$16.47	\$18.12
2021	\$1,000		\$1,000	\$15.96	\$118.35
2020	\$1,000		\$1,000	\$15.40	\$15.40
2019	\$1,000		\$1,000	\$15.19	\$117.47
2018	\$1,000		\$1,000	\$14.42	\$14.42
2017	\$1,000		\$1,000	\$15.00	\$15.00
2016	\$1,000		\$1,000	\$14.67	\$14.67
2015	\$1,000		\$1,000	\$14.01	\$41.01
2014	\$1,000		\$1,000	\$13.82	\$13.82
2013	\$1,000		\$1,000	\$13.36	\$13.36

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
O'QUINN ROBERT DUNCAN III CAROL R JT	4108 1625	1/12/2022	De		\$1,600
SHEPPARD EMILY	880 1637	8/5/1996	Fu		\$60,000
SHEPPARD EMILY	359 160	11/1/1982	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
sc-beaufort-county.governmentmax.com/bvclagency/sc-beaufort-county/tah_summary_report.asp?PrintView=True&_nm=tah_report&t_wc=revn&jrf%3D25...							



Beaufort County Council Statement of Conflict of Interest Pursuant to South Carolina Code of Laws § 8-13-700

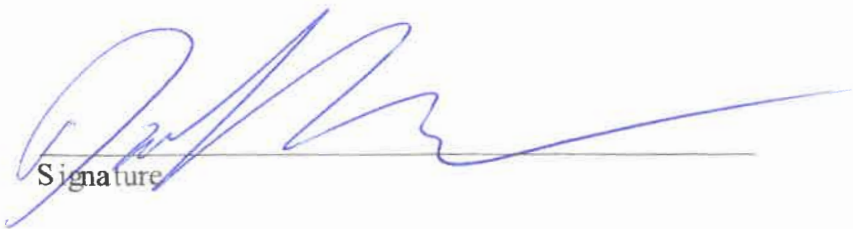
I, David Bartholomew, holding the position as a Beaufort County Council Member, do hereby declare my potential conflict of interest with regards to the below information:

1. Describe the matter pending before County Council with which you may have a conflict of interest: Item 18 on the County Council Agenda for 10/28/2024

2. Describe the interest that you have that may give rise to the conflict: provided legal advice to Mr. Middleton about this item.

Based upon the above information, I hereby recues myself from participating in any discussions of or taking official action relating to said matter.

Signed this 28 day of October, 2024.


Signature



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

ITEM TITLE:

Recommend Approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of the real property located at 247 Robert Smalls Parkway.
(Fair Market Value to be added)

MEETING NAME AND DATE:

Public Facilities and Land Use Committee – October 21, 2024

PRESENTER INFORMATION:

Hank Amundson (5 mins)

ITEM BACKGROUND:

Due to the sale of the properties located on King & Wilmington Streets in Beaufort to promote affordable housing, the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control must be relocated.

At the February 27, 2023 County Council meeting, approval was given to the County Administrator to purchase property at 1505 Salem Road in an amount not to exceed \$4,500,000. The negotiation of agreeable purchasing terms proved to be more difficult than expected. An alternate site was located, however this site also fell through prior to 3rd reading and adoption, which was scheduled for April of 2024.

PROJECT / ITEM NARRATIVE:

Staff has identified 247 Robert Smalls Parkway as well situated and an attainable location for , the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control. This property acquisition is proposed to be funded with ARPA funds. The relocation of the Health Department is an allowable public health ARPA expense. Legal will draft a contract for purchase pending Council's Final Approval.

FISCAL IMPACT:

The funding for the purchase of the Property will come from the American Rescue Plan Act (ARPA) funds comprising of (Fair Market Value to be added) plus closing costs. (Account #2330-40-0000-54300). Current account balance in the account is \$3,000,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway in the amount of (\$Fair Market Value to be added).

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway.

Next Step: Move forward to County Council to approve an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway.

ORDINANCE 2024/_____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE
REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY**

WHEREAS, Beaufort County Council and Beaufort County (“County”) is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under SC Code Ann. Section 4-9-25 and 4-9-30, the County is empowered to act in the interests of public safety and in matters involving the health and welfare of its citizens, and may acquire real property; and

WHEREAS, under SC Code Ann. Section 44-1-20, South Carolina Department of Health and Environmental Control (SCDHEC) is overseen by the S.C. Board of Health and Environmental Control who is empowered to make, adopt, and enforce reasonable rules and regulations for the promotion of public health; and

WHEREAS, in support of SCDHEC’s promotion of public health, the County provides SCDHEC with the operational facilities to serve the citizens of Beaufort County and in the near future the current facility will no longer be available for occupancy; and

WHEREAS, the County has identified the real property located at 247 Robert Smalls Parkway in Beaufort, SC 29906 identified with TMS No. R122 029 000 0280 0000, hereinafter referred to as the “Property”, as the best available option for a new facility for SCDHEC to occupy; and

WHEREAS, the Property will serve as the Beaufort County SCDHEC facility until such time that it is determined as no longer adequate or necessary to further the goal of promoting the health and welfare of Beaufort County citizens; and

WHEREAS, the County has offered a purchase price of \$(*fair market value to be added*) plus closing cost, based on a recent appraisal conducted by the County; and

WHEREAS, the funding for the purchase of the Property will be from the American Rescue Plan Act funds allocated to Public Health; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property for the reasons stated above.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway as described above.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

FOR SALE

Item 18.



247 ROBERT SMALLS PARKWAY

VM | REAL ESTATE

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



CONTACT

VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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PROPERTY OVERVIEW

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



OFFERING SUMMARY

Sale Price:	\$2,790,000
Building SF:	13,950 SF+/-
Acreage:	1.75 Acres +/-
Zoning:	C5RCMU
Market:	Beaufort

PROPERTY HIGHLIGHTS

- Freestanding 13,950 SF Retail / Flex Building on 1.75 Acres
- Prominent Visibility to High Traffic Counts on Hwy 170
- Large Fenced Yard Behind Building
- Dock High Loading
- High Ceilings

PROPERTY OVERVIEW

13,950 sf retail / flex building, situated on 1.75 acres on Highway 170, in Beaufort's main retail corridor. Built in 1996 and enlarged and renovated in 2014. The building is sprinklered and is currently configured with a large showroom, 2,000 sf +/- of warehouse with loading dock and 12x12 roll up door, two restrooms, an office and a break/file room. Large retail windows across the front of the building and high ceilings throughout. The property has a large fenced area in the back and a dedicated monument on Highway 170. Zoning allows for most commercial uses. Seller may consider leasing to the right tenant.

LOCATION OVERVIEW

Located on Highway 170 in the center of Beaufort's main retail corridor. The property is surrounded by major retailers including Lowes, Publix, Harbor Freight, Sherwin Williams, Belks and Walmart to name a few, and dozens of national brand restaurants, banks and car dealerships. Beaufort is experiencing tremendous growth and the property is well situated to draw from the entire Beaufort county market. The property is about 40 minutes from Hilton Head and just under 90 minutes from Charleston. Demographics confirm nearly 50,000 residents within a five mile radius with average household incomes of over \$103,000. Beaufort also receives millions of visitors each year. High traffic with 2023 Traffic counts of approximately 21,000 vpd passing the property.

VONNIE MAJEWSKI

843.338.1799

vonnies@vmrealestate.com

VM REAL ESTATE | 843.338.1799 | 39 PEARCE RD. BLUFFTON, SC 29910 | VMREALESTATE.COM

The information presented here is deemed to be accurate, but it has not been independently verified. We make no warranty or representation. It is your responsibility to independently confirm accuracy and completeness.



VM | REAL ESTATE

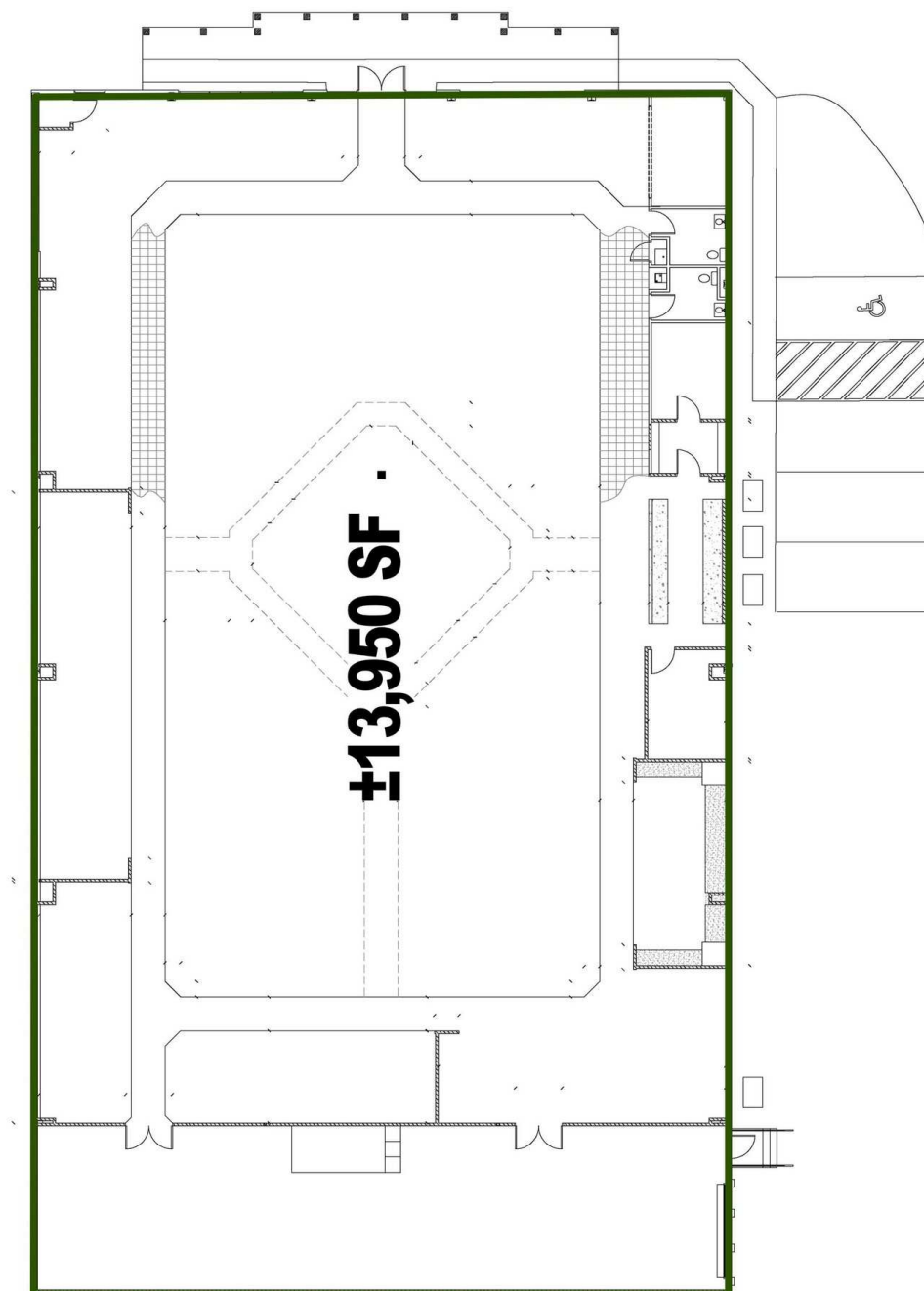
447

FOR SALE

Item 18.

FLOOR PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

VM REAL ESTATE | 843.338.1799 | 39 PEARCE RD. BLUFFTON, SC 29910 | VMREALESTATE.COM

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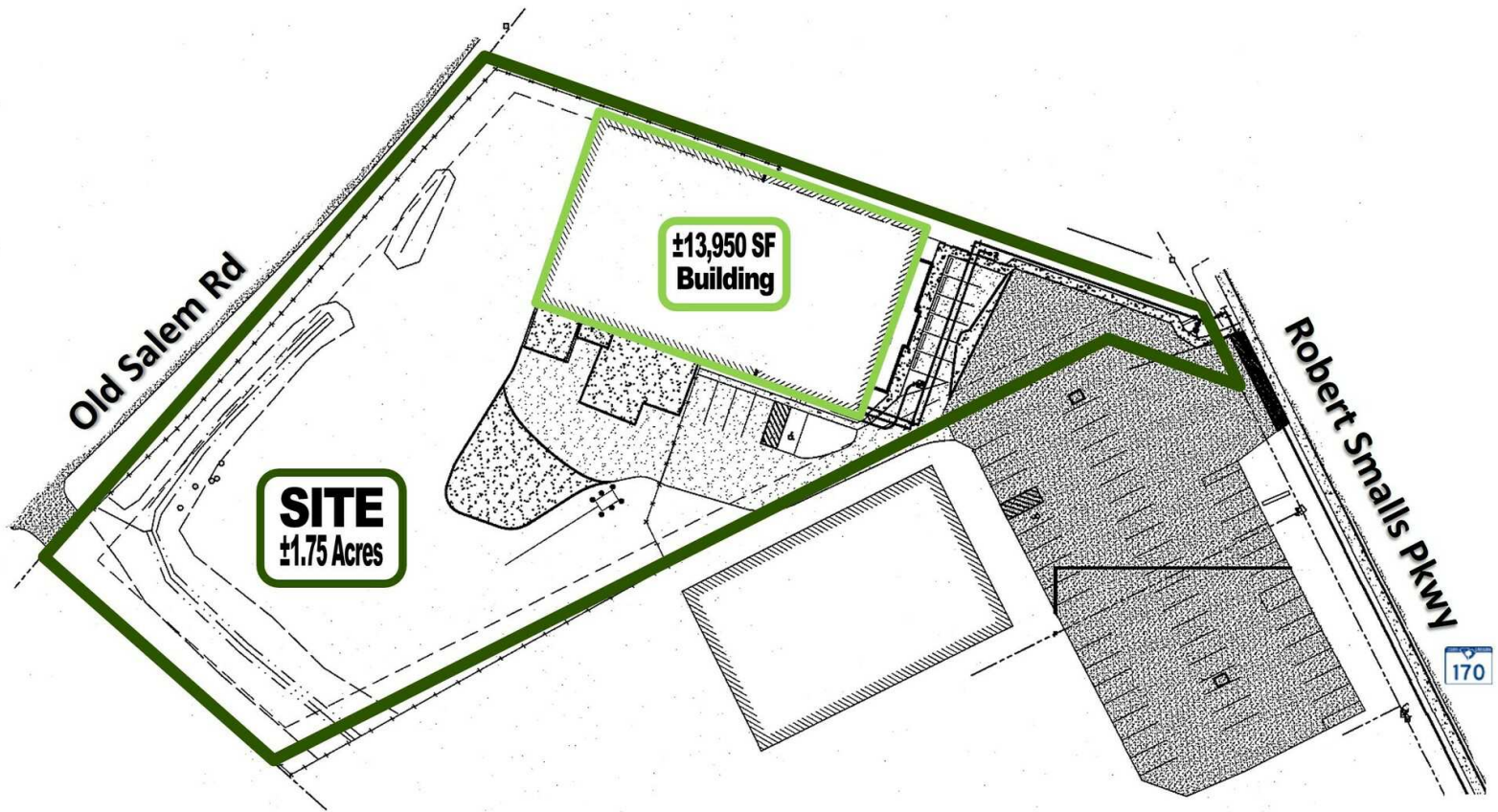
448

FOR SALE

Item 18.

SITE PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnies@vmrealestate.com

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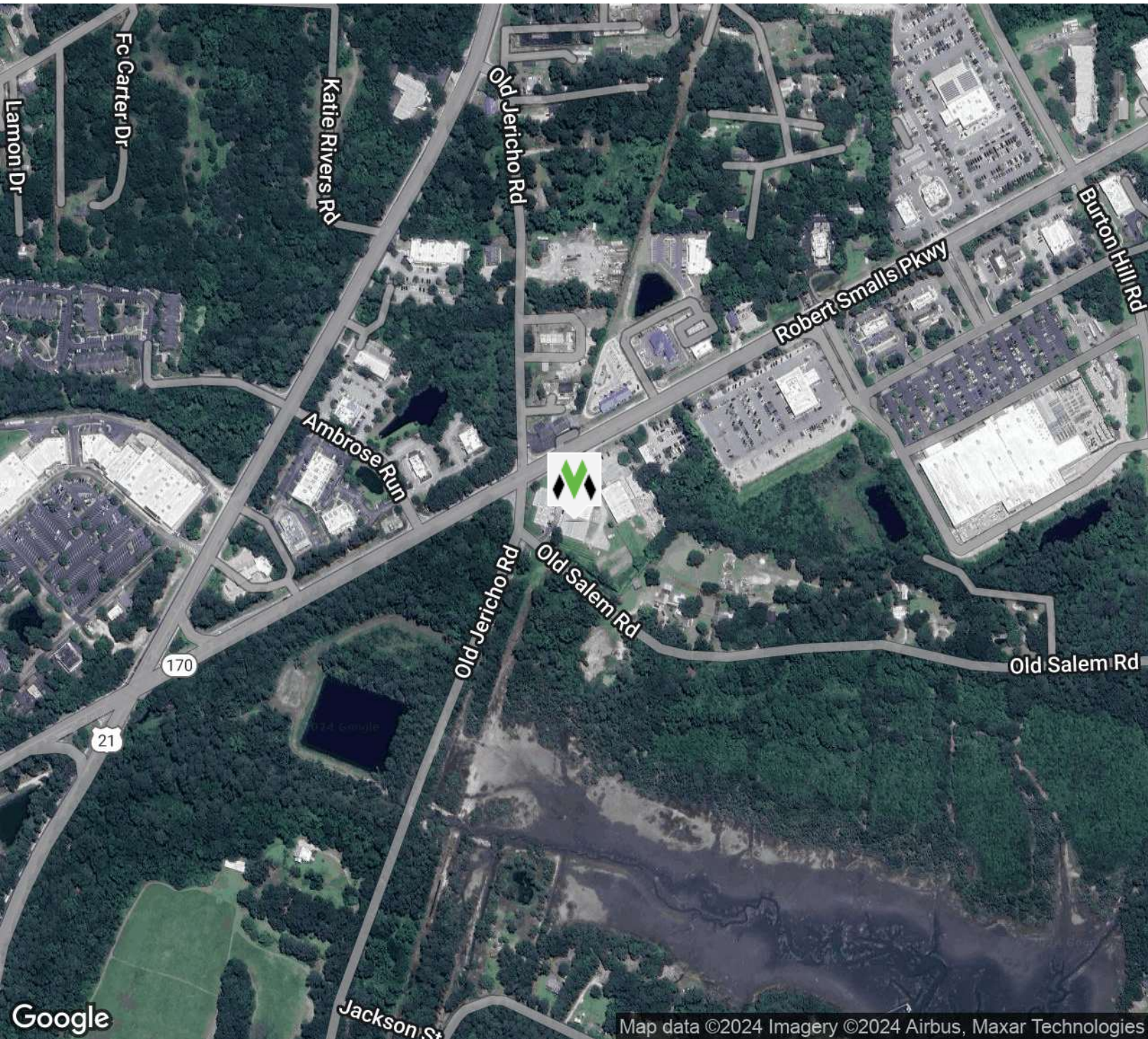
449

FOR SALE

Item 18.

LOCATION MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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VM | REAL ESTATE

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FOR SALE

Item 18.

RETAILER MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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The information presented here is deemed to be accurate, but it has not been independently verified. We make no warranty or representation. It is your responsibility to independently confirm accuracy and completeness.



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FOR SALE

Item 18.

PICTURES

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 19.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000
MEETING NAME AND DATE:
Public Facilities Committee; October 21, 2024
PRESENTER INFORMATION:
Brittany Ward, County Attorney; Jared Fralix, Asst. County Administrator 5 Minutes
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
Beaufort County ("County") acquired property at the corner of Bluffton Pkwy and Buck Island Road, which is currently the location of a County maintained stormwater pond. On March 4, 2024, the Town of Bluffton ("Bluffton") acquired property adjacent to the County's property. A recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the "Encroachments". The Town desires to convey a portion of the Town's property to the County so that the Encroachments are no longer located on the Town's property and are consolidated into the County's property.
FISCAL IMPACT:
No funding impact
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approving acceptance of a portion of the Town's property.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval/denial Move forward to Council for First Reading and a public hearing of an ordinance authorizing the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton located at 140 Buck Island Road with TMS No. R610-031-000-00003-0000

ORDINANCE 2024/____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY
OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH
TMS NO. R610-031-000-00003-0000**

WHEREAS, Beaufort County (“County”) previously acquired the real property consisting of approximately 8.5 acres, located on the corner of the Bluffton Parkway and Buck Island Road with TMS No. R610-031-000-1561-0000, collectively hereinafter the “County Property”; and

WHEREAS, on March 4, 2024, the Town of Bluffton acquired the property located at 140 Buck Island Road, Bluffton, South Carolina with TMS No. R610-031-000-00003-0000, collectively hereinafter the “Town Property”; and

WHEREAS, a recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the “Encroachments”; and

WHEREAS, the Town desires to convey such portions of the Town Property, as shown in Exhibit A attached hereto and incorporated herein by reference, to the County so that the Encroachments are no longer located on the Town Property and are consolidated into the County Property.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton, as shown in Exhibit A attached hereto and incorporated herein by reference, located at 140 Buck Island Road with TMS. No R610-031-000-00003-0000.

Adopted this ____ day of _____ 2024.

ATTEST

COUNTY COUNCIL OF BEAUFORT COUNTY

Sarah Brock, Clerk to Council

Joseph Passiment, Chairman

LEGEND

RBS ○ 5/8" IRON REBAR SET WITH CAP
RWMF ■ RIGHT-OF-WAY CONC. MONUMENT FOUND (TBA)
— TB — TOP OF BANK
EDGE OF PAVEMENT
PAVED SIDEWALK

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, COMMUNITY 450251 (TOWN OF BLUFFTON), MAP NUMBER 45013C0270G, HAVING AN EFFECTIVE DATE OF MARCH 23, 2021.

2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).

GRAPHIC SCALE (1"=40')

40 20 0 40 80

LABEL	BEARING	DISTANCE
L1	S36°10'56"E	4.04'
L2	S36°10'56"E	3.22'
L3	S36°10'56"E	13.70'
L4	S84°33'31"E	12.70'
L5	S84°14'52"E	26.90'
L6	S87°20'09"E	27.07'
L7	S84°27'21"E	28.09'

LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1026.00'	10.01'	10.01'	S07°19'31"W	0°33'32"
C2	740.00'	92.19'	92.14'	S87°07'51"E	7°08'18"

SC GRID (NAD 83)
NORTH
(2011)

BLUFFTON PARKWAY R/W VARIES
(COUNTY MAINT'D PUBLIC ROAD)

RWMF (3" DISK)
N:157,061.95'
E:2,036,335.23'

EXISTING 20'
UTILITY EASEMENT
(PB:124 PG:175)

NEW
PROPERTY
LINE

N/F
BEAUFORT COUNTY
PIN: R610 031 000 1561 0000
DB: 2676 PG: 1304
PB: 124 PG: 175

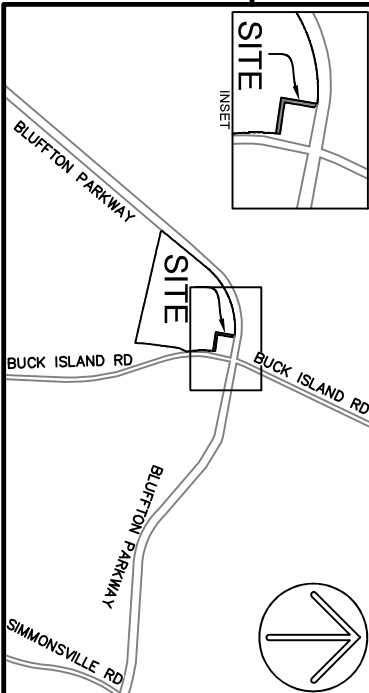
POND

RELOCATED 10'
UTILITY EASEMENT
(PB:124 PG:175)

AREA TO BE ACQUIRED
BY BEAUFORT COUNTY
(PIN: R610 031 000 1561 0000)
3,148 SQ.FT.; 0.072 AC.

N/F
TOWN OF BLUFFTON
(PARCEL 3)
PIN: R610 031 000 0003 0000
DB: 4316 PG: 1306
PB: 109 PG: 83
OLD AREA:
658,136 Sq.Ft.
15.109 Ac.
NEW AREA:
654,988 Sq.Ft.
15.037 Ac.

BUCK ISLAND ROAD R/W VARIES
(COUNTY MAINT'D PUBLIC ROAD)

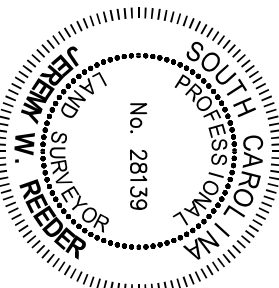
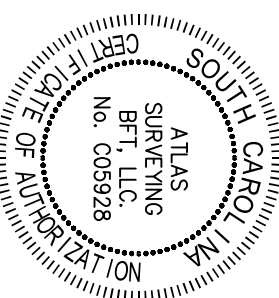


PREPARED FOR:
THE TOWN OF BLUFFTON
A LOT LINE RECONFIGURATION PLAT OF
#140 BUCK ISLAND ROAD
TAX PARCEL NOS. R610 031 000 0003 0000
& R610 031 000 1561 0000
TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: GBS
FIELD CHECK: JMR
DRAWN BY: KWF
FIELD DATE: 12-13-2023
PLAT DATE: 06-11-2024
SCALE: 1"=40'
PROJECT No.: BFT-20183
FILE: BFT-20183 LLR1.DWG

ATLAS
SURVEYING, INC.

168 BOARDWALK DRIVE, SUITE A.
RIDGELAND, SC 29936.
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN 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.

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CRIMPED WITH SEAL

EXHIBIT A



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 20.

ITEM TITLE:

RESOLUTION TO ACCEPT SCAC GRANT 24-062 IN THE AMOUNT OF \$1,387,747.00 FOR ARW HANGAR CONSTRUCTION PROJECT (SITE DEVELOPMENT)

MEETING NAME AND DATE:

Public Facilities and Safety Committee; November 18, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

The Airports Board will review and recommend approval of SCAC Grant 24-062 at its monthly meeting scheduled for Nov 21, 2024.

PROJECT / ITEM NARRATIVE:

Beaufort Executive Airport has a crisis-level shortage of hangar space. All hangars are occupied, and there is a 68-person waiting list. The construction of new hangars is necessary to provide Beaufort County citizens with much-needed aircraft hangar space. SC Aeronautics Commission recognizes hangar development as a project that will help to increase the viability of a general aviation airport and supports this effort.

FISCAL IMPACT:

Total Project Cost (\$1,982,495.00). Project Funding Sources include:

- **(70%) SCAC Grant 24-062** **\$1,387,747.00**
- (30%) Sponsor Share \$594,748.00 (designated ARPA funds)

GL Code 5102-90-0000-57130 | Current Encumbered Balance for the Project: \$1,982,495.00

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept SCAC Grant 24-062 in the amount of \$1,387,747.00 for ARW Hangar Construction Project (Site Development)

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the proposed Resolution to accept SCAC Grant 24-062 in the amount of \$1,387,747.00 for ARW Hangar Construction Project (Site Development)

Next step: County Council Meeting – December 9, 2024

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT SCAC GRANT 24-062 FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT HANGAR CONSTRUCTION PROJECT (SITE DEVELOPMENT)**

WHEREAS, the South Carolina Aeronautics Commission (SCAC) recognizes hangar development as a project that increases the viability of an airport and has approved a grant for the Beaufort Executive Airport Hangar Construction Project (Site Development); and

WHEREAS, the Beaufort Executive Airport has a crisis-level shortage of hangar space; and

WHEREAS, all the hangars at the Beaufort Executive Airport are occupied, and

WHEREAS, there is a 68-person hangar waiting list at the Beaufort Executive Airport; and

WHEREAS, the Beaufort Executive Airport Hangar Construction Project is necessary to provide Beaufort County citizens with much-needed aircraft hangar space; and

WHEREAS, the grant will be used to fund the site development of the Beaufort Executive Airport Hangar Construction Project. The total SCAC grant is \$1,387,747.00.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 24-062 funding for Beaufort Executive Airport Hangar Construction Project (Site Development).

Adopted this ____ day of _____, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.aeronautics.sc.gov

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr
CHAIRMAN

Anne Esposito
DISTRICT 1

Denise Bryan, CM
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

October 21, 2024

Mr Jon Rembold, CM, Airports Director
Beaufort Executive Airport (ARW)
39 Airport Circle
Beaufort, South Carolina 29907

Re: South Carolina Aeronautics Commission
SCAC Grant No: **24-062**
Beaufort Executive Airport (ARW)
Project Description: **Develop Site for Hangar Construction (Construction)**

Dear Mr Rembold,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$1,387,747** to **Beaufort County** for the **Develop Site for Hangar Construction (Construction)** project at the **Beaufort Executive Airport (ARW)**.

This grant was approved based on your representation of local funding participation and your ability to proceed promptly with the project.

This project qualifies for **State and Local** government funds. Project costs and funding are as follows:

Federal Funds	\$	0,000
State Funds	\$	1,387,747
Airport Sponsor Funds	\$	594,748
Total Project Cost	\$	1,982,495

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience. These agreements must be executed by the organization representative with authority to accept grants of this amount.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)



GRANT AGREEMENT (CONSTRUCTION)

PART I - OFFER

Date of Offer: **October 21, 2024**

Project / Grant No.: **24-062**

To: **Beaufort County**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **September 25, 2024** for the grant of State Funds for a project for development of the **Beaufort Executive Airport (ARW)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and / or tasks:

Develop Site for Hangar Construction (Construction)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Amount</u>
Federal	\$ 000,000
State	\$ 1,387,747
Sponsor	\$ 594,748
Other	\$ 000,000

for a total cost of **\$1,982,495** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$1,387,747 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, Executive Director
South Carolina Aeronautics Commission

10 / 21 / 2024

Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - ➔ FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - Paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s).
 - GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20____

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 20____

Signature By _____

Title _____

EXHIBIT A**AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____
 and further says that his firm, association, or corporation has not, either directly or indirectly, entered into
 any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
 bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for
 the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,
 on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of
 him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said
 formalities were not in fact complied with.

(Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 21.

ITEM TITLE:

Approval of a Resolution for the second addendum to the Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church relocation project

MEETING NAME AND DATE:

Public Facilities and Safety, November 18, 2024

PRESENTER INFORMATION:

Jared Fralix

Assistant County Administrator – Infrastructure (5 minutes)

ITEM BACKGROUND:

The County and Town of Hillton Head Island have been working jointly with St. James Baptist Church to relocate the church and the historic Cherry Hill School to a new location outside of the runway safety area from the Hilton Head Island Airport. On March 9, 2020, a MOU was entered into by both entities to memorialize their respective commitments towards the project. On October 13, 2023, an addendum was made to incorporate the Church as a party to the agreement and establish the provisions to develop a relocation package for the church acceptable to FAA. Included in the addendum was the provision for reimbursement to the Church for project manager services performed by Your Church Partners (YCP).

PROJECT / ITEM NARRATIVE:

The pre-development services by YCP have been completed. To continue to advance the project, this second addendum is to make provisions for reimbursement to the Church for continued project management services provided by YCP for the remainder of the project. The project manager services include the design phase, construction phase, and close-out phase.

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 accounted for in this Addendum.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends to approve the resolution for the second addendum to the Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church relocation project

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the resolution the second addendum to the Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church relocation project.

(Move forward to County Council for approval on November 25, 2024)

RESOLUTION 2024/**A RESOLUTION TO APPROVE THE SECOND ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF HILTON HEAD FOR THE ST. JAMES BAPTIST CHURCH RELOCATION PROJECT**

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, Beaufort County is the owner and operator of the Hilton Head Island Airport; and

WHEREAS, the Town is a South Carolina Municipal Corporation whose boundaries encompass the entirety of the Airport and is ancillary operations; and

WHEREAS, the St. James Baptist Church is a historic African-American congregation that is located adjacent to and in very close proximity to the north end of the Airport runway; and

WHEREAS, the County has previously entered into a Memorandum of Understanding dated March 9, 2020 (the “*Original MOA*”) that memorializes the respective commitments to evaluate the potential relocation of the Church and School; and

WHEREAS, the County has previously entered into an Addendum to the original Memorandum of Understanding dated October 13, 2023 (the “*Addendum to Original MOA*”) that adds the Church as a party to the original agreement and provides for the provision of reimbursement to the church for expenses associated with project manager expenses necessary to develop a relocation package for the church that is acceptable to FAA; and

WHEREAS, the Parties now desire to further clarify the roles and responsibilities of the Parties regarding the remainder of the project manager services related to the Project.

NOW THEREFORE, BE RESOLVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

The second addendum makes provisions for reimbursement to the Church for continued project management services provided by Your Church Partners for the remainder of the project. The project manager’s services include the design phase, construction phase, and close-out phase.

ADOPTED, this 25th day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
) SECOND ADDENDUM TO A
) MEMORANDUM OF UNDERSTANDING
COUNTY OF BEAUFORT)

THIS IS SECOND ADDENDUM TO A MEMORANDUM OF UNDERSTANDING (“Addendum”) is made and entered into this ____ day of _____, 2024, by Beaufort County, a body politic and political subdivision of the State of South Carolina (“County”), the Town of Hilton Head Island, a South Carolina Municipal Corporation (“Town”), and the St. James Baptist Church, (“Church”); hereinafter collectively referred to as the “Parties.”

WHEREAS, the Church’s building is currently located under the approach path of the Hilton Head Island Airport (“Airport”) at the immediate northern end of the Airport runway and the Parties desire for the building to be relocated from this site due to safety concerns; hereinafter collectively referred to as the “Project”; and

WHEREAS, the Parties have agreed to cooperatively seek financial assistance from the Federal Aviation Administration (“FAA”) to fund a portion of the Project’s relocation expenses; and

WHEREAS, in support of the Project, the County and Town previously entered into Memorandum of Understanding (“Memorandum”) on March 9, 2020 that outlined the cost sharing of various actions required to develop an informational package detailing the Project’s relocation proposal to be submitted for the FAA’s consideration; and

WHEREAS, the original Memorandum established a \$300,000 joint fund, \$150,000 from both the County and Town, to support the preliminary project services as described in the agreement; and

WHEREAS, the Parties previously entered into a First Addendum to amend the original Memorandum entered into between the County and the Town; and

WHEREAS, the First Addendum added the Church as a party to the Memorandum and clarified the roles and responsibilities of the Parties. Specifically, the Church desired to engage Your Church Partner, LLC (“YCP”) for preconstruction services and be responsible for overseeing the preconstruction actions related to the Project; and

WHEREAS, YCP has since completed their scope of services for preconstruction services to the Church; and

WHEREAS, it is the intent of the Parties that this Addendum further clarify the roles and responsibilities of the Parties regarding the remainder of the project manager services related to the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth within this Addendum, the Parties hereby agree as follows:

1. Parties Responsibilities.

- A. The Church agrees it is responsible for contracting project manager services related to the Project. The Church desires to engage the services of Your Church Partner, LLC, for the project management services for the remainder of the Project; specifically including the design phase (expected 7-month timeline from July 2024-January 2025), construction phase (expected 16-month timeline from February 2025 - May 2026), and construction close-out phase (expected 2-month timeline from June 26-August 2026).
- B. The Church agrees to ensure that any services or expenses incurred are documented for overall reporting and transparency of the Project. The County and Town may request for a copy of any and all documents related to the Project; and the Church agrees to provide the requested documents in a timely manner.
- C. The Parties agree that funding for the project manager services shall be paid from the original \$300,000 in funding established by the original Memorandum between the County and the Town. The Church is to provide invoices and supporting documentation of the project manager expenses to the County for payment. The County and Town may request a copy of any and all documents specifically related to financial records, and the Church agrees to provide the requested documents in a timely manner.

2. Miscellaneous.

- A. Except as specifically provided herein, all other terms and conditions of the First Addendum and Memorandum shall remain in full force and effect.
- B. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. This Addendum shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties have affixed their signatures hereto the date first written herein above.

St. James Baptist Church

By its duly authorized Pastor, trustees,
deacons, or other officers:

Date: _____

Name and Title

Name and Title

Town of Hilton Head Island

Date: _____

Marc Orlando, Town Manager

Beaufort County, South Carolina

Date: _____

Michael R. Moore, County Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Recommendation to approve Change Order 1 for HXD Terminal Improvements Phase I (\$3,367,113) to the existing contract value of \$30,898,447.83.

MEETING NAME AND DATE:

Public Facilities & Safety Committee – Nov 18, 2024

PRESENTER INFORMATION:

Jon Rembold, Airports Director
5 minutes

ITEM BACKGROUND:

On July 15, 2024, County Council approved acceptance of a \$5,000,000 BIL Airport Terminal Program Grant to be used during Phase I of the Terminal Improvements Project. This Change Order will use a portion of those funds. The Airports Board will review and recommend approval of this change order at its monthly meeting scheduled for Nov 21, 2024.

PROJECT / ITEM NARRATIVE:

This Change Order provides three passenger boarding bridges (jet bridges), new apron lighting, and an emergency response antenna system. These items were not in the initial Phase I budget, and they are important additions to the project. They provide customer comfort and convenience, safety for airline workers, and enhanced communications for first responders.

FISCAL IMPACT:

The total value of this Change Order is \$3,367,113. The grant provides 95% (\$3,198,757.35) of the funding. The remainder (\$168,355.65) is provided by airport revenues. The current contract value is \$30,898,447.83. This change order will bring the contract total to \$34,265,560.83, if approved.

This will be paid through the Projects/Grants GL: 5402-90-0000-57130

STAFF RECOMMENDATIONS TO COUNCIL:

Approve Change Order 1, funded by the FAA BIL ATP Grant

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny approval of Change Order 1 for Phase I of the Terminal Improvements Project
Next step: County Council Meeting – December 9, 2024

RESOLUTION 2024/32**A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT TERMINAL PROGRAM (ATP) GRANT FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT TERMINAL IMPROVEMENTS PROJECT**

WHEREAS, as part of the Bipartisan Infrastructure Law passed in November 2021, there exists competitive grant opportunities to fund airport terminal projects; and

WHEREAS, Hilton Head Island submitted a competitive application with the goal of securing additional funding for the terminal project at HXD and received \$5 million in funding through the BIL ATP program; and

WHEREAS, the items to be funded with these grant funds were part of the June 2023 Phase I Terminal Improvements Project bid as alternate items but are not currently funded in the construction program; and

WHEREAS, the completion of these usable units of work will provide an improved level of service for commercial service passengers and enhance safety for aircraft using HXD; and

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL ATP Grant Funding for the Hilton Head Island Airport (HXD) Terminal Construction Project.

Adopted this 15th day of July 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
Joseph Passiment, Chairman

ATTEST:


Sarah W. Brock, Clerk to Council



October 22, 2024

Mr. Jon Rembold
Airports Director
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926
VIA: Email

RE: Change Order #1
Terminal Improvements – Phase 1
Hilton Head Island Airport
Hilton Head Island, South Carolina

Dear Mr. Rembold:

Please find attached the above referenced change order in the amount of \$3,367,113.00 and 0 days recommended for approval. This reflects RCO (Request for Change Order) #1 in the amount of \$3,101,278.00 for Gates 2 and 3 Aircraft Equipment (passenger boarding bridges, PC Air, GPU units), RCO #2 in the amount of \$137,838.00 for (2) 35' LED Apron Floodlights (2 and 3 luminaire), and RCO #3 in the amount of \$127,997.00 for a BDA system (emergency response antenna system).

Existing Contract Value:	\$30,898,447.83	
CO #1:	\$3,367,113.00	
New Contract Value:	\$34,265,560.83	
Existing Contract AIP Eligibility:	\$26,630,681.71	86.19%
New Contract AIP Eligibility:	\$29,997,794.71	87.55%

Once approved, we will apply the new AIP eligibility to forthcoming pay applications and will submit a revised summary of eligibility for previously approved pay applications.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Travis Pence, AIA

Enclosures: RCO #1, RCO #2, RCO #3

Cc via e-mail: Steve Parry, Judy Elder, Pat Turney, Tom Mullen, Ryan Genest, John Barker



August 20, 2024

Jon Rembold, Airport Director
Hilton Head Island Airport
120 Beach City Rd.
Hilton Head Island, SC 29926

RE: Hilton Head Island Airport (HDX) Terminal Improvements - Phase 1 - Edison Foard Project No. 23-2932
RCO-01: Gate 2 & 3 Aircraft Equipment

Jon,

Please find attached Proposed Change Request No. 001. This Proposed Change is being submitted for your acknowledgement of change in scope and approval of cost. Pending your approval, Edison Foard will include the cost for this Proposed Change in a forthcoming Owner Change Order.

Reference the attached cost summary and clarifications for details of cost impacts and descriptions of changes.

The total cost for the change to the Construction Agreement is \$3,101,278. Please indicate your approval of this proposed change by signing in the space below and returning a copy to us as soon as possible. Please do not hesitate to contact our office if you have any questions.

Please contact me with any questions or for additional information.

Sincerely,
Nicholas Roberts

Project Manager

OWNER APPROVAL

Signature

Date

TALBERT, BRIGHT & ELLINGTON, INC.

Resident Observer

Signature

9/6/2024

Date

THE WILSON GROUP ARCHITECTS

Signature

9/6/24

Date



October 16, 2024

Jon Rembold, Airport Director
Hilton Head Island Airport
120 Beach City Rd.
Hilton Head Island, SC 29926

RE: Hilton Head Island Airport (HDX) Terminal Improvements - Phase 1 - Edison Foard Project No. 23-2932
RCO-02: 35ft LED Apron Floodlights

Jon,

Please find attached Proposed Change Request No. 002. This Proposed Change is being submitted for your acknowledgement of change in scope and approval of cost. Pending your approval, Edison Foard will include the cost for this Proposed Change in a forthcoming Owner Change Order.

Reference the attached cost summary and clarifications for details of cost impacts and descriptions of changes.

The total cost for the change to the Construction Agreement is \$137,838. Please indicate your approval of this proposed change by signing in the space below and returning a copy to us as soon as possible. Please do not hesitate to contact our office if you have any questions.

Please contact me with any questions or for additional information.

Sincerely,
Nicholas Roberts

A handwritten signature in blue ink that reads 'Nicholas Roberts'.

Project Manager

OWNER APPROVAL

Signature

Date

TALBERT, BRIGHT & ELLINGTON, INC.

Resident Observer

Thomas A Mullen

Signature

10/22/2024

Date

THE WILSON GROUP ARCHITECTS

Signature

Date

Hilton Head Island Airport (HXD) Terminal Improvements - Phase 1



RCO-02

Date: 08/20/24

Description of Work: 35FT Apron Floodlights

Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	Airside Floodlights 35ft (Quality Electrical Systems) - Furnish and installation of a 2-Luminaire and 3-Luminaire LED apron floodlight pole with 35 foot mounting height	0	0	0	116,485	116,485
2	Light Pole Bases Geotechnical (Terracon) - Utility field exploration, laboratory testing, and engineering at light pole locations.	0	0	0	8400	8,400
11	Estimating of Change	0	0	0	0	0
12	Project Management of Change	110	0	0	0	110
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	110	0	0	0	110
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Construction Cleaning(% of direct costs 1-10)	1,249	624	0	0	1,873
19	Dumpster(% of direct costs 1-10)	0	0	150	0	150
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	165	0	0	0	165
23	Plans/Printing/Document Control	0	0	0	0	0
24	Permits/RTAP/AHJ Fees	0	0	0	0	0
25	Overtime Adjustment	0	0	0	0	0

General Conditions/Field Overhead

1	Supervision Truck/Fuel/Tech(40 hr/wk)	0	0	0	0	0
2	Night shift Premium	0	0	0	0	0
3	Gen Supt Truck/Fuel/Tech(4 hr/wk)	0	0	0	0	0
4	Project Mgr Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	0
5	APM Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	0
6	Project Assistant (4 hr/wk)	0	0	0	0	0
7	Field Office/Storage	0	0	0	0	0
8	Temp Toilets(2 ea)	0	0	0	0	0
9	Temp Power/Water	0	0	0	0	0
10	Permanent Power/Water(optional)	0	0	0	0	0

SUBTOTALS >>>	1,634	624	150	124,885	127,293
45.00% PAYROLL T & I	735	N/A	N/A	N/A	735
7.00% SALES TAX	N/A	44	11	N/A	54

SUBTOTALS >>>	2,369	668	161	124,885	128,083
FEE FOR CONTRACTOR-PERFORMED WORK >>>				10.00%	320
FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>				5.00%	6,244
SUBTOTAL >>>					134,647
PROJECT INSURANCE >>>				1.37%	1,845
BOND PREMIUM >>>				1.00%	1,346
QUOTE >>>					\$137,838

Non - Compensable Calendar Day Time Extension Required >>> 0

Compensable Calendar Day Time Extension Required >>> 0

Proposal expires in 30 days.

1) This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

2) Excluded from this proposal is any work not specifically mentioned herein. It is the Designer's responsibility to inquire about work not described.

3) Excluded from this proposal is any work not intentionally identified by Designer with clouded/bubbled notations on drawings.

4) Allowance accounts, if used, are for work not clearly defined or quantifiable. Once actual cost is known, the added allowance account will be reconciled.

5) Edison Foard is excluding any and all design responsibility and/or liability regardless if Edison Foard has offered a design suggestion herein. It is the Designer's responsibility to review and approve same.

6) Upon receipt of written acceptance(NTP), Edison Foard reserves the right to amend the Time component of this change once the actual impact is known.

Form Updated 01/08/24



P.O.Box 1405
Beaufort, SC
29901

Proposed Change Order

Item 22.

Proposal Date: 7/25/2024

Proposal #: 6731

Bill To:

Edison Foard
PO Box 19888
Charlotte, NC 28219-0888

Project:

HHI airport

Change Order Number:

Description

QTY.

Rate

Total

Add Alternate #12- 35 foot pole light with 3 heads

Labor

Materials - boxes, connectors, conduit, wire, and etc

Materials- pole with fixtures

Materials- tax

Materials- pole base allowance (to be engineered by others)

Materials- freight

Boring with PVC conduit

Equipment Rental - bucket truck subcontractor to stand up pole light

Bond increase

Mark-up

Subtotal

55	50.00	2,750.00
1	1,855.00	1,855.00
1	9,855.00	9,855.00
1	820.00	820.00
1	5,000.00	5,000.00
1	3,000.00	3,000.00
1	15,825.00	15,825.00
1	6,500.00	6,500.00
1	1,760.00	1,760.00
1	8,795.00	8,795.00
		69,185.00

Add Alternate #13- 35 foot pole light with 2 heads

Labor

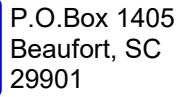
Materials - boxes, connectors, conduit, wire, and etc

Materials- pole with fixtures

35	50.00	1,750.00
1	850.00	850.00
1	8,500.00	8,500.00

Total

Phone:	Fax:	E-mail
(843)521-2054	(843)521-2053	qes@islc.net



Proposed Change Order

Proposal #: 6731

Edison Foard
PO Box 19888
Charlotte, NC 28219-0888

HHI airport

Change Order Number:

--

Description	QTY.	Rate	Total
Materials- tax	1	655.00	655.00
Materials- pole base & installed allowance (to be engineered by others)	1	5,000.00	5,000.00
Materials- freight	1	3,000.00	3,000.00
Boring with PVC conduit	1	13,825.00	13,825.00
Equipment Rental - bucket truck subcontractor to stand up pole light	1	6,500.00	6,500.00
Bond increase	1	1,205.00	1,205.00
Mark-up	1	6,015.00	6,015.00
Subtotal			47,300.00

Total \$116,485.00

Phone:	Fax:	E-mail
(843)521-2054	(843)521-2053	qes@islc.net



379 Browns Cove Road, Suite C
Ridgeland, SC 29936
P (843) 258-7075
Terracon.com

Item 22.

October 16, 2024

Edison Foard, Inc.
PO Box 19888
Charolette, NC 28219-0888

Attn: Nicholas Roberts
P: (972) 342-6940
E: Nroberts@edisonfoard.com

RE: Proposal for Geotechnical Engineering Services
HXD Light Pole Bases - HHA
120 Beach City Road
Hilton Head Island, SC 29926
Edison Foard

Dear Mr. Roberts,

We appreciate the opportunity to submit this proposal to Edison Foard, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Reagan Woods, EIT
Staff Geotechnical Engineer

Guoming Lin, Ph.D., P.E., D.GE
Senior Consultant

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Edison Foard and the expected subsurface conditions as described below. We have visited the project site to observe the existing site conditions. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	The following were provided by the client via email communication on October 8, 2024. <ul style="list-style-type: none"> Conceptual Site Map
Project Description	The project will consist of six (6) HXD light poles for the airside apron at the Hilton Head Island Airport.
Proposed Structure	The proposed structure will be monopoles ranging from 35 to 50 feet tall.
Maximum Loads	No loading information has been provided at this time. Terracon requests loading information from client.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the Hilton Head Island Airport at 120 Beach City Road in Hilton Head Island, SC 29926. Latitude: 32.2263°, Longitude: -80.6986°
Existing Improvements	It is assumed underground utilities are in the vicinity of the proposed test locations.
Current Ground Cover	The future locations of the six light poles are in green space.
Existing Topography	Relatively level.
Site Access	The site is assumed to be accessible by Terracon’s truck-mounted drill rig without limited site clearing .

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Number of Exploration Locations	Type of Exploration	Planned Exploration Depth (feet) ¹	Planned Location ²
3	CPT Sounding	35	Light Pole Locations

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet.

Subsurface Exploration Procedures: We plan to push the CPT soundings with a track-mounted drill rig. CPT sounding is a technology in which an electronically instrumented cone penetrometer is hydraulically pushed through the soil while nearly continuous readings are recorded to a portable computer. The cone is equipped with electronic load cells to measure tip resistance and sleeve resistance and a pressure transducer to measure the generated ambient pore pressure. The face of the cone has an apex angle of 60° and an area of 10 or 15 cm². Digital data representing the tip resistance, friction resistance, pore water pressure, and probe inclination angle are recorded about every 2 centimeters while advancing through the ground at a rate between 1½ and 2½ centimeters per second. These measurements are correlated to various soil properties used for geotechnical design. No soil samples are gathered through this subsurface investigation technique.

CPT soundings will be performed in accordance with ASTM D5778. The CPT data can be used to determine soil stratigraphy and to estimate soil parameters such as undrained shear strength and modulus of compression.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through South Carolina 811 (PUPS). We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities with legible paint markings on the ground within the area to be explored, Terracon can retain the services of a private utility contractor for this purpose. Fees associated with the additional services **are** included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of boring
- Site Location and Exploration Plans
- Subsurface exploration procedures

- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Allowable lateral passive pressure
- Maximum lateral pressure limit

In addition to an emailed report, your project will also be delivered using **Terracon Compass (Compass)**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Private Utility Locating Services, Subsurface Exploration, Geotechnical Consulting and Reporting	\$8,400

Our Scope of Services does not include services associated with wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	20 days after notice to proceed
Geotechnical Engineering	25 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

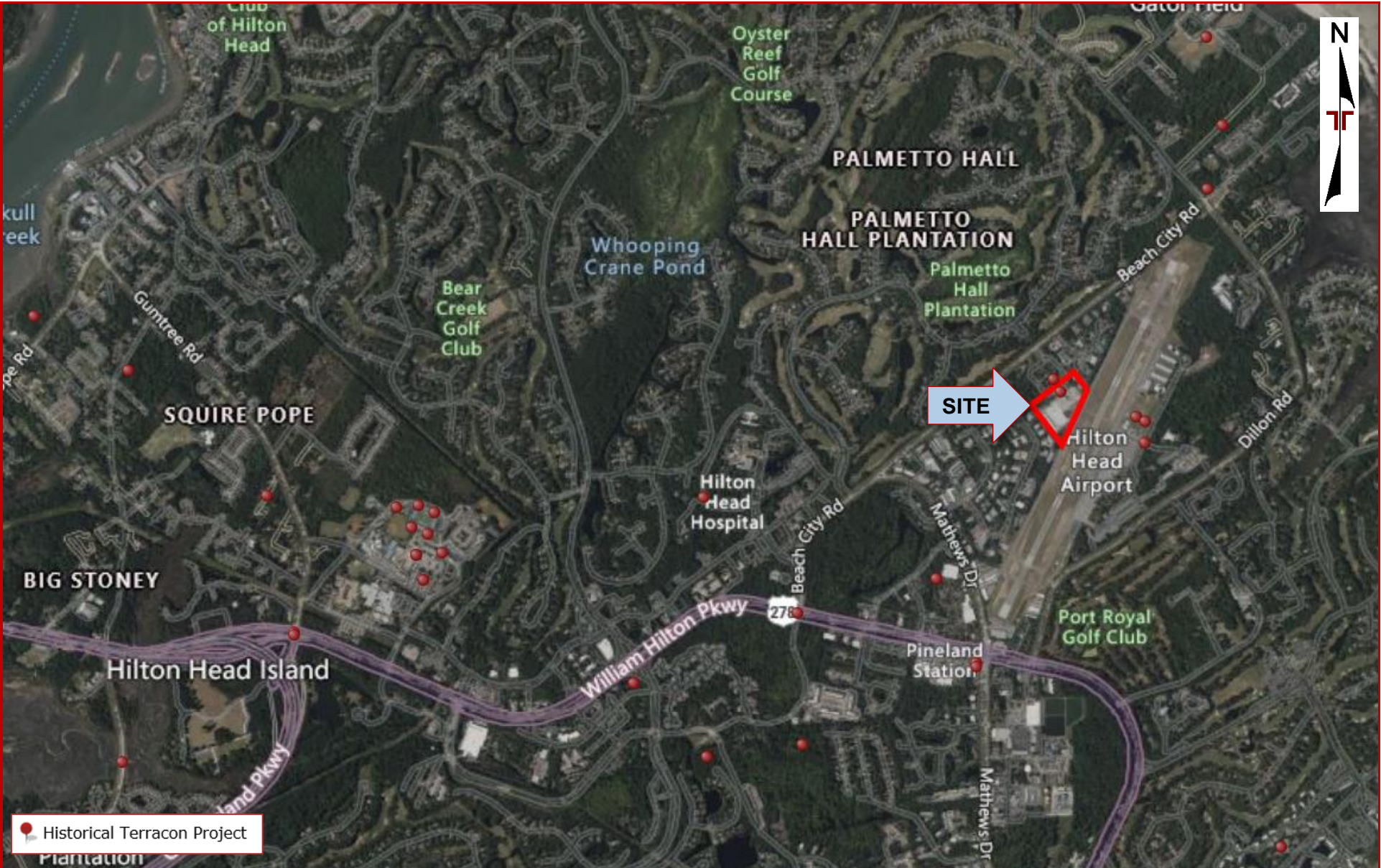


Exhibit E – Anticipated Exploration Plan



AGREEMENT FOR SERVICES

This **AGREEMENT** is between Edison Foard, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the HXD Light Pole Bases -HHA project ("Project"), as described in Consultant's Proposal dated 10/16/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to South Carolina law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: _____ Date: **10/16/2024**

Name/Title: **Kyle Turner / Office Manager**

Address: **379 Browns Cove Rd Ste C**
Ridgeland, SC 29936-3118

Phone: **(843) 258-7070** Fax: _____

Email: **Kyle.Turner@terracon.com**

Client: **Edison Foard, Inc.**

By: _____ Date: _____

Name/Title: **Nicholas Roberts / Project Manager**

Address: **PO Box 19888**
Charlotte, NC 28219-0888

Phone: _____ Fax: _____

Email: **nroberts@edisonfoard.com**



October 4, 2024

Jon Rembold, Airport Director
Hilton Head Island Airport
120 Beach City Rd.
Hilton Head Island, SC 29926

RE: Hilton Head Island Airport (HDX) Terminal Improvements - Phase 1 - Edison Foard Project No. 23-2932
RCO-03: BDA System

Jon,

Please find attached Proposed Change Request No. 003. This Proposed Change is being submitted for your acknowledgement of change in scope and approval of cost. Pending your approval, Edison Foard will include the cost for this Proposed Change in a forthcoming Owner Change Order.

Reference the attached cost summary and clarifications for details of cost impacts and descriptions of changes.

The total cost for the change to the Construction Agreement is \$127,997. Please indicate your approval of this proposed change by signing in the space below and returning a copy to us as soon as possible. Please do not hesitate to contact our office if you have any questions.

Please contact me with any questions or for additional information.

Sincerely,
Nicholas Roberts

Project Manager

OWNER APPROVAL

Signature

Date

TALBERT, BRIGHT & ELLINGTON, INC.
Resident Observer

Signature

10/22/2024

Date

THE WILSON GROUP ARCHITECTS

Signature

10/22/24

Date

**Hilton Head Island Airport (HXD)
Terminal Improvements - Phase 1**


RCO-03

Date: 10/04/24

Description of Work: BDA System
Direct Cost of Change

	DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1	BDA System (Quality Electrical Systems) - Furnish and install BDA System.	0	0	0	115,916	115,916
11	Estimating of Change	0	0	0	0	0
12	Project Management of Change	110	0	0	0	110
13	Project Administrator of Change	0	0	0	0	0
14	Scheduling of Change	110	0	0	0	110
15	Supervision of Change	0	0	0	0	0
16	Expendable Tools(5% of EFI direct labor)	0	0	0	0	0
17	Rough Hardware	0	0	0	0	0
18	Construction Cleaning(% of direct costs 1-10)	1,159	580	0	0	1,739
19	Dumpster(% of direct costs 1-10)	0	0	150	0	150
20	Final Clean	0	0	0	0	0
21	Record Drawings/O&M	0	0	0	0	0
22	Punch List	165	0	0	0	165
23	Plans/Printing/Document Control	0	0	0	0	0
24	Permits/RTAP/AHJ Fees	0	0	0	0	0
25	Overtime Adjustment	0	0	0	0	0

General Conditions/Field Overhead

1	Supervision Truck/Fuel/Tech(40 hr/wk)	0	0	0	0	0
2	Night shift Premium	0	0	0	0	0
3	Gen Supt Truck/Fuel/Tech(4 hr/wk)	0	0	0	0	0
4	Project Mgr Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	0
5	APM Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	0
6	Project Assistant (4 hr/wk)	0	0	0	0	0
7	Field Office/Storage	0	0	0	0	0
8	Temp Toilets(2 ea)	0	0	0	0	0
9	Temp Power/Water	0	0	0	0	0
10	Permanent Power/Water(optional)	0	0	0	0	0

SUBTOTALS >>>		1,544	580	150	115,916	118,190
45.00% PAYROLL T & I		695	N/A	N/A	N/A	695
7.00% SALES TAX		N/A	41	11	N/A	51

SUBTOTALS >>>		2,239	620	161	115,916	118,935
FEE FOR CONTRACTOR-PERFORMED WORK >>>					10.00%	302
FEE FOR SUB-CONTRACTOR-PERFORMED WORK >>>					5.00%	5,796
SUBTOTAL >>>						125,033
PROJECT INSURANCE >>>					1.37%	1,713
BOND PREMIUM >>>					1.00%	1,250
QUOTE >>>						\$127,997

Non - Compensable Calendar Day Time Extension Required >>>						5
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Compensable Calendar Day Time Extension Required >>>						0
--	--	--	--	--	--	----------

Proposal expires in 30 days.					
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1) This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

2) Excluded from this proposal is any work not specifically mentioned herein. It is the Designer's responsibility to inquire about work not described.

3) Excluded from this proposal is any work not intentionally identified by Designer with clouded/bubbled notations on drawings.

4) Allowance accounts, if used, are for work not clearly defined or quantifiable. Once actual cost is known, the added allowance account will be reconciled.

5) Edison Foard is excluding any and all design responsibility and/or liability regardless if Edison Foard has offered a design suggestion herein. It is the Designer's responsibility to review and approve same.

6) Upon receipt of written acceptance(NTP),Edison Foard reserves the right to amend the Time component of this change once the actual impact is known.

Form Updated 01/08/24



P.O.Box 1405
Beaufort, SC
29901

Proposed Change Order

Item 22.

Proposal Date: 9/11/2024

Proposal #: 6759

Bill To:

Edison Foard
PO Box 19888
Charlotte, NC 28219-0888

Project:

HHI airport

Change Order Number:

Description	QTY.	Rate	Total
BDA per MCA quote	1	71,221.80	71,221.80
BDA tax for MCA quote	1	4,985.53	4,985.53
BDA per MCA quote for survey	1	1,500.00	1,500.00
BDA per JCI quote fro F/A tie in	1	1,694.00	1,694.00
Labor to install conduits and power allowance	1	8,500.00	8,500.00
Materials - conduit, wire, and etc allowance	1	8,500.00	8,500.00
Bond increase allowance	1	2,895.00	2,895.00
Equipment Rental allowance	1	1,500.00	1,500.00
Subtotal			100,796.33
15% Mark-up OH & P	1	15,119.45	15,119.45

Total \$115,915.78

Phone:	Fax:	E-mail
(843)521-2054	(843)521-2053	qes@islc.net



315 Kitty Hawk Drive, Morrisville NC 27560

Site Name: Hilton Head Airport
 Site Address: 120 Beach City Rd
 Site City: Hilton Head Island
 Site State: SC
 Site Zip: 29926

Date: 10/3/2024
 Version: 1.2
 CRM: 21514666599
 IWS Sales Rep: Tom Ulrich
 IWS Sales Phone:
 IWS Sales Email:

Purchasing Company:
 Purchasing Contact:

Purch. Contact Email:
 Purch. Contact Phone:

Description of Work

Quote for turn-key install of IFC510 ERRCS for Hilton Head Airport Expansion only. The system will work with the Palmetto 800 Mhz and Beaufort public safety frequencies. 12 Hour battery backup included. This quote is valid only for One Deployment. Any Re-deployment installation work will have to re-quoted.

General Terms

Type of Quote: FirmFixed

Quote Validity: Quotation valid for 90 days from Quotation Date if Firm Fixed; Budgetary Quotes need to be finalized before PO.

Tax Terms: If sales tax is not included in the Tax field, applicable state and local sales tax will be added at time of invoicing. If sales tax is included in the Tax field, it is subject to change according to current sales tax laws at the time of invoicing. Tax exempt or reseller certificates will need to be provided for tax exempt status.

Shipping Terms: Prepay and Add – Standard FedEx Service

Freight On Board: Morrisville, NC

Labor Warranty: 12 months from date of completion

Equipment Warranty: OEM Passthrough

Cancellation: Cancelled PO's are subject to 10% equipment restocking fee and any unreturnable equipment due will be invoiced at full cost.

Payment Terms: See attached Terms & Conditions Document

Financial Proposal	Item	Description	Price
	1	Equipment Subtotal	\$ 23,981.91
	2	Installation Subtotal	\$ 26,578.99
	3	Project Management Subtotal	\$ 11,624.57
	4	Engineering Services Subtotal	\$ 6,935.37
	5	Freight	\$ 503.62
	6	Permitting	\$ 1,597.34
	7	Total Before Tax	\$ 71,221.80
	8	Tax	
	9	Total After Tax	

Assumptions & Limitations

General

Quote is based on total of 43835 Sq. Ft.

The quotation is based on the scope of work and drawings provided by the Customer.

The customer will coordinate implementation approval from the Facility Owner.

As-builts and submittal package including benchmark results will be provided to owner at completion of project.

System frequencies & technologies are limited to those specified by the equipment manufacturer.

Public Safety

For VHF, UHF, 700 MHz, 800 MHz quotes, the customer is responsible for verifying the frequencies required, channels required, and system design with the AHJ.

Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel, the cost of which is excluded from this quote.

All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn survivability and conduit, please request a re-quote.

Fire Alarm interface installation and programming provided by others and is not included in this quote.

The Fire Alarm Panel Interface Relay contacts are to be Normally Open.

The Fire Alarm Panel Interface Relays must support 6 alarm inputs.

Venue is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU.

Venue shall have Fire Alarm Contractor Program Relay Definitions into Control Panel.

BDA equipment has alarm contacts that comply with IFC section 510- Any additional contacts will result in a change order

Design assumes -95dBm RSSI over 95% of the coverage area.

Design assumes -95 dBm RSSI with 99% reliability for critical areas as defined by local NFPA/IFC requirements.

Design Assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements.

Remote Monitoring of Alarms by MCA is not included in quote.

As-builts and submittal package including benchmark results will be provided to owner at completion of project

Roof/Donor signal control channel is at least -75 dBm at the donor antenna.

This proposal assumes the donor signal is consistent and does not fluctuate more than 6 dB (+/- 3 dB), as measured outside of the building.

MCA cannot be held responsible for failing amplifiers at the tower providing inconsistent donor signals. The proposal assumes steady/consistent output power from the donor tower.

Sidewall Mounting of the Donor Antenna is allowed by the building owner and will not require stealthing.

Roof Penetration and weather sealing is to be provided by the venue and is not included in this quote.

Customer will provide a suitable Fire-Rated room if required by code.

Implementation

Union labor is not included in this quote.

Asbestos abatement is not included in this quote. Customer must disclose the presence of any known asbestos.

The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on roof.

Elevator Service is assumed to be available for movement of materials and personnel.

Roof penetrations for donor lines are either existing and accessible or will be provided by the venue.

Antennas on Roof or Side of building do not require Stealthing.

All proposed cable paths are accessible via drop ceiling tiles, crawl space, or access panels. J-hooks or existing cable tray will be used to support coaxial cable above ceiling.

Conduit, cable tray, and raceway are not included with this quote.

Riser Space between floors is available. Coring between floors is excluded from this quote.

Adequate space for the equipment exists and is authorized for use within existing Telecom closets.

Ladders in excess of 10' are not required.

Adequate Electrical Service and Grounding is available within 6' of the active equipment locations.

If multiple buildings are to be served, this quote assumes that Customer has existing conduit pathways between buildings and that they have space and are serviceable.

Any damage after installation caused by other trades will result in a change order.

Installation services will be conducted during normal business hours (8 am to 5 pm, Monday through Friday).

Patching and painting not included in quote- assumes access panels will be available for access to ceiling.

Phasing is not included in quotation. Quote assumes work will be completed in one deployment. Any additional phasing requirements/trips will result in a change order.

Customer will provide a lift on site.

Scope of Work

Quote for turn-key install of IFC510 ERRCS for Hilton Head Airport Expansion only. The system will work with the Palmetto 800 Mhz and Beaufort public safety frequencies. 12 Hour battery backup included. This quote is valid only for One Deployment. Any Re-deployment installation work will have to re-quoted.



Date: 8/30/2024

Quality Electric Systems
40 Scipio Road
Beaufort, SC 29906
Attn: Garry Brigmon

Project: HHI BDA Fire Alarm Connection

Scope of Work:

Scope of Work:

Pricing is for Johnson Controls (JCI) to provide Fire Alarm Interface to the Bi-Directional Amplifier (BDA) system for the Hilton Head Airport.

Pricing includes the following:

Two (2) M300DJ Fire Alarm Addressable Modules

Quote includes installation and commissioning of the above mentioned addressable modules for Fire Alarm Connection to BDA.

Total Price: \$1,694

Notes to this proposal:

- All prices are based on work being completed during normal business hours.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Mobilization/Deposit	10%
2	Design/Engineering	15%
3	Materials/Goods/Equipment	35%
4	Installation	30%
5	Commissioning	10%

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail:

☐ **Yes:** E-mail address to be used: _____

☐ **No:** Please submit invoices via mail

☐ **No:** Please submit via _____

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

10/2/2024

Customer:

JOHNSON CONTROLS, INC.

Name: _____
Title: _____

Brian Shallenberger
Sr. Account Executive

Cell: 828-421-0921
Email: brian.shallenberger@jci.com

P.O. Number: _____

STANDARD INSTALL TERMS AND CONDITIONS – U.S.A./CANADA

“JCI” shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI’s offer and form the basis of any agreement (the “Agreement” resulting from JCI’s proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions :

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. “In-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI’s supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI’s obligation is limited to the scope of work set forth in JCI’s proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI’s costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI’s written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI’s obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI’s express written consent.

2. **DEPOSIT, INVOICING & PAYMENTS.** Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI’s proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms.

Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser’s default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI’s obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI’s obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI’s election to continue providing future services does not, in any way diminish JCI’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or JCI otherwise performs services at the premises following suspension, those services shall

governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment not JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **LIMITED WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

6. **TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI.

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

10. **DISPUTES.** JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee

Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action, Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include JCI claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

11. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

12. **INDEMNITY.** To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

13. **PATENTS.** JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

14. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

15. **PURCHASER RESPONSIBILITIES.** Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. **FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date

by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

18. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

19. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. PRIVACY.

(a) JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) JCI as Controller: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 23.

ITEM TITLE:

RECOMMENDATION TO APPROVE TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2301 FOR HXD AIRPORT LAYOUT PLAN UPDATE

MEETING NAME AND DATE:

Public Facilities & Safety Committee – November 18, 2024

PRESENTER INFORMATION:

Jon Rembold, Airports Director

5 minutes

ITEM BACKGROUND:

The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of the FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II. In 2018, following the runway extension, American Airlines changed its fleet to the new E-170 and E-175 aircraft. The use of the E-170 aircraft at HXD has changed its RDC from a C-II to a C-III designation. This is a major change that requires an update of the ALP.

The Airports Board reviewed and recommended approval of Work Authorization 2119-2301 at its monthly meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project will include the required elements to prepare the ALP update report, ALP drawing set, and 18B survey for the Hilton Head Airport. The ALP update report will explain the reasoning behind and the essential features of the ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

- Inventory
- Forecasts
- Facility Requirements
- Alternatives Analysis
- Environmental Inventory
- Airport Layout Plans
- Capital Improvement Plan

FISCAL IMPACT:

The total value of this Work Authorization shall not exceed **\$1,103,678.00**.

Project Funding Sources include:

- (75%) FAA BIL AIG \$825,757.00
- (25%) Sponsor Share \$277,921.00

GL Code 5402-90-0000-57130 | Current encumbered balance for the ALP update report: \$1,103,678.00

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of Talbert, Bright, and Ellington (TBE) Work Authorization 2119-2301 for HXD Airport Layout Plan Update

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny Talbert, Bright, and Ellington (TBE) Work Authorization 2119-2301 for HXD Airport Layout Plan Update

Move forward to Council for Approval on December 9, 2024

RESOLUTION 2024/45

**A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL)
AIRPORT INFRASTRUCTURE GRANT (AIG) FOR THE HILTON HEAD ISLAND
AIRPORT (HXD) AIRPORT LAYOUT PLAN (ALP) - CONTINGENT UPON FINAL
FAA OFFER**

WHEREAS, the HXD ALP was last updated in September 2011. At the time of the FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II; and

WHEREAS, in 2018, following the runway extension, American Airlines changed their aircraft fleet serving HXD to the new E-170 and E-175 aircraft; and

WHEREAS, the use of these aircraft at HXD changed its RDC from a C-II to a C-III designation; and

WHEREAS, the ALP will list the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans; and

WHEREAS, the ALP will list improvements necessary to accommodate aviation activity 20 years into the future.

WHEREAS, the grant will be used to fund the Hilton Head Island Airport (HXD) Airport Layout Plan. FAA Grant total: \$825,757; and

WHEREAS, the FAA Grant funds 75% of the project, and airport operations will fund 25% of the project.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for the Hilton Head Island Airport (HXD) Airport Layout Plan.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment
Joseph Passiment, Chairman

ATTEST: _____

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



HILTON HEAD ISLAND AIRPORT MEMORANDUM

TO: Dave Thomas, Procurement Director
FROM: Jon Rembold, Airports Director
DATE: 10/29/2024
SUBJECT: TBE Work Authorization 2119-2301

Dave,

The subject work authorization (WA) was approved by the County Administrator without County Council approval. This happened due to administrative confusion that resulted from there being multiple items in the document approval process that were related to the same project. Please refer to the information below for details.

07/31 – Document Review Form # 272 (Grant Acceptance - BIL AIG Airport Layout Plan) was submitted, and scheduled for Committee on 08/19 and Council on 09/09

08/05 – Document Review Form #284 (Airport Layout Plan Update Work Authorization 2119-2301) was submitted and approved to go to Committee on 08/19 (Item 19 in the agenda) and Council on the 08/26 (Item 13 in the Consent agenda). *At this point, the form language was errantly changed from a WA approval to a Grant Acceptance, effectively combining forms 272 and 284.*

08/26 – Resolution 45 (for the grant acceptance) was executed and attached to form #284 in the document review process. Since form #284 was the approval for the WA – it was errantly included as backup for approval of the WA.

09/12 – Document Review Form #356 (Legal Review of the WA) was submitted and approved.

09/13 – HXD emailed Cheryl the WA for execution along with the legal review and Resolution 45

09/13 – Cheryl requested additional supporting documents. HXD sent her a copy of RFQ 030724 (TBE Consultant Services).

09/16 – I received the executed WA document.

The airport has developed a tracking system for these approval items that will reduce the possibility of this type of confusion impacting the proper approval process.

Please let me know if you have any questions or need additional information.

Respectfully,

Jon Rembold

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIRPORT LAYOUT PLAN UPDATE
WORK AUTHORIZATION 23-01
July 23, 2024**

PROJECT NO.: TBI NO. 2119-2301

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

Description of Work Authorized: This scope of services identifies requisite elements necessary to prepare a Master Plan Update report, Airport Layout Plan (ALP) drawing set, and 18B survey for the Hilton Head Island Airport (the Airport or HXD). By completing this scope of work, the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans will be created.

This update will follow guidelines contained in, but not limited to, the following:

- Advisory Circular (AC) 150/5070-6B – Airport Master Plans (Change 2, January 27, 2015)
- AC 150/5070-6B – Airport Master Plans, Chapter 10 “Airport Layout Plan” (Change 2, January 27, 2015)
- AC 150/5070-6B – Airport Master Plans, Appendix F “ALP Drawing Set” (Change 2, January 27, 2015)
- ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (October 1, 2013)
- ARP SOP 3.00, (Standard Operating Procedure (SOP) for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps (October 1, 2013)
- AC 150/5300-13B – Airport Design (March 31, 2022)
- AC 150/5300-16A – General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey (September 15, 2007)
- AC 150/5300-17C – Standards for Using Remote Sensing Technologies in Airport Surveys (September 30, 2011)
- AC 150/5300-18B – General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards (Change 1, February 24, 2014)
- Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006)

- Order 1050.1F – Environmental Impacts: Policies and Procedures (July 16, 2015)
- 1050.1F Desk Reference (July 16, 2015)
- Noise Control and Compatibility Planning for Airports APP-600
- Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects AC 150/5100-17 (Change 6, November 7, 2005)

and will identify improvements necessary to accommodate aviation activity 20 years into the future. An ALP drawing set and Master Plan narrative report will be the final products of this study.

The Master Plan will explain the reasoning behind and the important features of the ALP drawing set and document the planning standards used. The Master Plan narrative report will consist of the following sections:

- Inventory
- Critical Aircraft Determination and Design Requirements
- Facility Requirements
- Alternatives Analysis
- Environmental Inventory
- Airport Layout Plans
- Capital Improvement Plan

The scope of services for this ALP Update are outlined below as elements of work and are described in more detail FAA AC 150/5070-6B, Airport Master Plans (Change 2, January 27, 2015).

The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II, which was based on a family business jet aircraft using the Airport in 2010 and not the Bombardier Dash-8-200 and -300 turboprop aircraft used by American Airlines (AA). On July 4, 2018, with the completion of the runway extension project to 5,000 feet in June 2018, AA retired its fleet of Bombardier Dash-8-200 and -300 turboprop aircraft and replaced them with Embraer E-175 regional jet aircraft for its year-round service at HXD. Shortly after AA began its new E-175 service, United Airlines (UA) announced that it would commence seasonal service in Spring 2019 with E-175 aircraft, as well. Subsequently, in 2019, Delta Airlines (DL) also started year-round service to HXD with new E-170 aircraft. Use of the E-170 and E-175 aircraft at HXD, has changed its RDC from a C-II to a C-III designation.

Talbert, Bright & Ellington, Inc. (TBE) proposes the following scope of services for the ALP update.

TASK 1: PRELIMINARY PROJECT SCOPING

Negotiation of the scope of services and budget for the preparation of the airfield development alternatives analysis for the Hilton Head Island Airport

TASK 2: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with Beaufort County (County) and the Airports Director, in order to create a flow chart of activities and a milestone schedule. These two items will provide the Airport and Talbert, Bright & Ellington, Inc. (TBE) with a sequential scheme of events and the anticipated dates to achieve the project goals.

ASSUMPTIONS:

1. *For budgeting purposes, it was assumed that the project should take 16 months, not including review by County, FAA, and South Carolina Aeronautics Commission (SCAC).*

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*

TASK 3: PUBLIC INVOLVEMENT AND PUBLIC RELATIONS

Task 3 includes means with which to effectively communicate with the public. It includes public information meetings. The goal of this task is to effectively reach out to the community so that TBE can move through the process expeditiously while providing the public opportunities to fully participate in this process.

- **Public Outreach Techniques:**

- **ALP Advisory Committee** – The ALP Update Advisory Committee (which will consist of members chosen by the Airports Director) will provide information to and solicit input from the public regarding aspects of the future development of HXD.

The Committee will identify various stakeholders (business leaders, schools, churches, environmentalists, residents, landowners, politicians, etc.) and meet with them to discuss the project. These meetings will provide an opportunity for stakeholders to be engaged throughout the entire process and provide perspectives that represent the region. It is anticipated that meetings will occur throughout the life of the project. TBE will provide the Committee with technical support and presentation materials, including brochures and a PowerPoint presentation to utilize at periodic meetings.

ASSUMPTIONS:

1. *One (1) preliminary analysis session with the Advisory Committee to determine the future development potential for the Airport.*
2. *It is anticipated that the FAA will attend at least one meeting; however, meeting summaries and copies of all presentation materials will be provided to the FAA throughout the project.*
3. *Committee meetings will be held every six (6) weeks, throughout the 16-month project. This is exclusive of Airport, County, and FAA review.*
4. *One PowerPoint presentation will be prepared and updated with current information, with no more than two (2) updates for presentations.*

DELIVERABLES:

1. *PowerPoint presentations with updates, not exceeding two (2) times.*
 2. *A total of 288 handouts (minimum of 18 per meeting) with various versions will be provided for each meeting.*
- Public Information Meetings – Three public information meetings will be scheduled during development of the ALP Update. These meetings will occur at:
 - The beginning of the ALP Update
 - Alternatives development
 - Prior to final submittal to FAA for review

The meetings will utilize an informal/open house format for a period of three hours to maximize the opportunity for interested citizens to participate. The meetings will be publicized via the Beaufort County web site and media. TBE will provide handouts, display boards, sign-in sheets, and comment forms, as well as a recorder for oral comments.

ASSUMPTIONS:

1. *Three (3) public information meetings will be conducted*
2. *Three (3) Consultant team members will attend the meeting.*
3. *The Airports Director will handle meeting logistics (location, advertising for meetings, etc.).*

DELIVERABLES:

1. *Handouts (300 hundred), displays (maximum of three [3]), sign-in sheets, comments forms (300 hundred)*
2. *A summary of the meeting, copy of comments received, and transcript of recorded comments.*

- **Communication Tools:**

- Beaufort County Web Site – The Beaufort County web site will be updated periodically to provide information regarding the progression of the ALP Update. Public meeting times and location, as well as updated information will be prepared by TBE and provided to the Beaufort County to be formatted for the web site.

ASSUMPTION:

1. *The Airports Director will develop, update, and maintain the web site with material provided by TBE.*

DELIVERABLE:

1. *Web site updates (not to exceed five [5]).*

TASK 4: EXISTING CONDITIONS

Pertinent data from the FAA, SCAC, and other available sources will be collected and compiled. This will include both data relative to Hilton Head Island Airport and the surrounding community (such as land use plans and zoning regulations).

A portion of the inventory section will be devoted to identifying the existing physical facilities at the airport. Inventories within the current boundaries and the vicinity of HXD. These inventories will identify all buildings describe the quality, type, dimensions, condition, and adequacy of these facilities, including noted deficiencies.

- **Physical On-Airport Inventory Analysis:**

- Airport Mapping – Update existing mapping with as-built information from previous projects since last ALP was completed. Include GIS quality aerial plannimetrics to supplement existing mapping. An update of the HXD ALP drawing set will be initiated at this point to quantify and support inventory findings.
- Airfield and Terminal Area Infrastructure and Facilities – Review existing airport facilities and include a brief description of their characteristics in regard to type, adequacy of sizes, capacities, and condition. The review will consider the principal airfield facilities (runways, taxiways, instrument approach procedures, NAVAIDS), terminal complex facilities, airport lighting systems, aviation fuel storage, buildings, structures, support equipment, and access points.
- Landside Facilities – The on-airport landside transportation system will be reviewed for general aviation facilities and commercial operations. Both the infrastructure system,

such as roads and parking lots, parking decks and services, such as rental cars, commercial vehicles, and taxis, will be assessed.

- **Parking Analysis** – The purpose of the parking analysis is to determine:
 - How much parking is available
 - How much parking is utilized
 - Does the demand exceed the capacity
- **Off-Airport Inventory Analysis:**
 - **Land Use Planning** – Off-airport land use plans will be reviewed to evaluate recent growth trends and airport interactions with existing and planned developments.
 - **Ordinances** – Existing regulations and ordinances (zoning, land use controls, development regulations, airport regulations, and minimum standards) that could affect aeronautical activity will be reviewed. The existing and future adequacy of land use controls to protect the integrity and safety of airport operation will be identified.

ASSUMPTION:

1. *Work with the Town of Hilton Head Island to address the airport overlay district and creation of special airport zoning district with regards to tree removal and mitigation.*
- **Wind Data** – Existing wind information obtained from previous HXD AMP will be utilized. Wind observations will be tabulated for all-weather and instrument conditions, and wind roses will be prepared to indicate crosswind coverage for the 10.5-, 13-, 16-, and 20-knot components.

ASSUMPTIONS:

2. *Survey data will consist of typical planimetric features and 5-foot contour interval topographic mapping, as well as approach obstruction mapping provided by TBE.*

TASK 5: AVIATION FORECASTS

The purpose of this task is to prepare forecasts of aviation demand at HXD for the short (0-5 year), intermediate (6-10 year), and long-range (11-20 year) planning periods. Forecasts are time-based projections used to provide a “reasonable expectation” for anticipating potential airport activity and serve as a guide in determining required airport infrastructure, equipment and service needs. The relationship between activity and projected demand identifies the type, extent and timing of future airport improvements. In addition, these forecasts are used to evaluate airport capacity characteristics, potential environmental effects, and evaluating the feasibility of airport development alternatives, including probable costs.

Preparation of the forecasts involves evaluation of existing forecast information, independent statistical projections derived from inventory data, and the use of informed professional judgment to realize the highest level of forecast confidence. The forecast methodology must employ certain conditions, whether an occurrence of past trends or an assumption of future internal and external factors which might reasonably be expected to influence projections in a significant or substantial way.

Note: Existing sources of HXD, SCAC, and FAA published aviation activity levels (FAA Terminal Area Forecasts [TAF], FAA Office of Policy and Plans, and State Aviation System Plan) will be appropriately referenced. All elements of the forecasts will be presented to the FAA and SCAC for review and approval. In the event the HXD baseline forecasts are beyond 10 percent of published FAA TAF, documentation will be forwarded to FAA for further assessment.

The following components of aviation demand will be projected for HXD:

- **Aircraft Fleet Mix Forecast/Critical Aircraft Forecast:** The forecast of aircraft mix is primarily used to determine the critical aircraft, and future airfield design and structural needs, along with considerations for terminal area layout and configuration. Fleet mix will be identified per FAA Airport Reference Code (ARC) classification, as representative of a selected aircraft, or ARC family of critical aircraft. The FAA has established airport design criteria in accordance with the airport's role and ARC designation, which provides minimum safety standards with respect to the performance characteristics represented by the airport's *critical* aircraft/family. The future critical aircraft will be depicted and described per performance criteria relevant to airport facility requirement considerations. Comparisons will be related to the existing critical aircraft.

ASSUMPTION:

1. *Only determining the critical aircraft portion of the forecast and will not determine based aircraft, operations, and enplanements as part of the forecast.*
2. *TBE will download TFMSC data (in excel format) for the years January 2018 through 2024.*
3. *The Airports Director will provide TBE with tower counts, as well as enplanement and aircraft type information*

DELIVERABLE:

1. *Forecasts will be submitted to FAA for approval.*

TASK 6: FACILITY REQUIREMENTS

Existing and future critical aircraft anticipated to use the Hilton Head Island Airport over the course of the planning period (20 years) will be identified. This will then provide the airport design standards as defined in the FAA AC 50/5300-13B – Airport Design (March 31, 2022); Federal Aviation Regulation (FAR) Part 77; and other FAA Advisory Circulars and Orders, as appropriate. This element will be critical in the development of the ALP drawing set and will consider the following requirements:

- Runway length
- Wind coverage (to verify appropriate crosswind coverage)
- Runway and taxiway width
- Consideration of pavement needs, and strength required
- All appropriate runway to taxiway design standards
- FAR Part 77 Imaginary Surfaces
- Instrument approach and lighting needs

Additional analysis will be conducted to determine the requirements for the following facilities:

- T-hangar and open bay hangar space
- Tie-down and transient aircraft apron
- Terminal facilities
- Fuel storage
- Navigational aids
- Weather reporting capability
- Maintenance requirements
- Land acquisition
- Vehicular parking

ASSUMPTION:

1. *Task 6 will not be initiated until approval of the forecasts is received from the FAA.*

TASK 7 ALTERNATIVES DEVELOPMENT AND EVALUATION

Based on the HXD's growth and critical aircraft changing from a RDC of C-II to C-III, a maximum of three (3) airport alternative concepts relative to the deficiency in the runway to taxiway separation that is currently 300 feet and should be 400 feet, will be analyzed (including all standards, such as runway safety area, object free area, etc.). These concepts will be reviewed with the County, FAA, and SCAC. TBE will recommend an alternative or combination of alternatives. A preferred development alternative will be selected, approved by the Airport, and incorporated into the ALP to be prepared at a later date.

The development alternatives will be created to identify locations for the parallel taxiways and other FAA standards requirements for a C-III RDC on both sides of Runway 03/21 based on the needs of C-III aircraft. The impacts of the alternatives will be identified, thus providing the technical basis necessary for selecting a preferred development plan, to be depicted on the next ALP.

- **Identify Evaluation Parameters** – the alternatives will be subjected to a detailed evaluation that will permit a comparison of the merits and deficiencies of the physical site factors under consideration. Major factors to be considered in the evaluation include:
 - **Ability to serve C-III aircraft** – each alternative will be evaluated to determine its ability to meet C-III design standards. These evaluations will be performed for each separation and other FAA standards requirements for a C-III RDC and will be aggregated to permit comparison.
 - **Land use and environmental compatibility** – the proposed airfield requirements will be evaluated to determine impacts on land use adjacent to HXD. The analysis of alternatives will reference published FAA land use compatibility policy and standards to identify the level of impacts resulting from each alternative.
 - **Development, operating, and maintenance costs** – order of magnitude cost estimates for the proposed development under each alternative will be prepared. These capital cost estimates will provide a general indication of the cost to meet airfield design standards.
- **Initial Airport Alternatives Meeting** – potential options will be developed for accommodating the runway to taxiway separation and other FAA standards requirements for a C-III RDC will be identified. A variety of reasonable alternatives will be considered, generally in the following categories:
 - No-development
 - Expand facilities within existing property boundary
 - Construct new facilities
 - Combination of expanded and new facilities

This process will provide a range of available options that will:

- Provide a baseline scenario if no airfield design standards are met
- Identify site and airfield design standards considerations
- Determine the feasibility for compliance with airfield design standards

A preliminary sketch-type drawing will be prepared to graphically depict each of the candidate airfield design standards layout alternatives. The scaled drawings will show

existing and proposed airport facilities, as consistent with FAA separation guidelines. The drawings will be included as exhibits in the working paper and final report.

- Alternatives Evaluation – both quantitative and qualitative evaluation criteria will be identified for analysis application. An evaluation matrix will be prepared to include composite rankings of each alternative. The alternatives will be subjected to an evaluation and the results presented in a manner that includes airfield design standards comparisons and selection of the preferred airfield design standards alternative. It is possible that the recommended airfield design standards alternative will be a hybrid of some of the various alternatives considered.

ASSUMPTIONS:

2. *This analysis will only include airfield design requirements and will not include landside development (hangars, etc.).*
3. *No more than three development concepts will be prepared.*

TASK 8: RUNWAY PROTECTION ZONE (RPZ) ANALYSIS

Using the runway development alternatives from Task 7, RPZ alternatives development will consider the following:

- Avoidance of introducing the incompatible land use issue within the Runway 03/21 RPZs
- Minimization of impact to land use in the RPZ
- Mitigation of risk to people and property on the ground

ASSUMPTIONS:

1. *No new runway alignment alternatives will be prepared, the preferred alternative chosen in Task 7 will be evaluated.*
- **RPZ Analysis Documentation:** The FAA definition of a runway protection zone (RPZ) is a trapezoidal shape formed off the end of a runway and its geometry is a function of the airport's aircraft approach category and approach visibility minimums. The purpose of the Runway Protection Zone (RPZ) is to enhance the protection of people and property on the ground, ideally through fee simple ownership of property within the RPZ. As stipulated in FAA Airport Improvement Program (AIP) Grant Assurance 21 – Compatible Land Use for federally obligated Airport Sponsors and FAA AC 150/5190-4B – Airport Land Use Compatibility Planning, the FAA expects airport sponsors to have or secure sufficient control of the RPZ. For projects proposed by the sponsor, such as a runway extension, which would result in moving the RPZ into an area that has incompatible land uses, the sponsor is expected to take active steps to prevent or mitigate the new incompatible land uses.

Pursuant to and in accordance with FAA AC 150/5190-4B – Airport Land Use Compatibility Planning, the RPZ alternatives analysis will evaluate the impacts of expanded RPZ areas resulting from the proposed runway extension project and the introduction of new incompatible land uses in these areas. It will identify a full range of alternatives for the prevention and/or mitigation of incompatible land uses in the RPZ, taking into consideration other planned projects on the Airport Layout Plan (ALP) that could further affect RPZ areas in the future. The RPZ Alternatives Analysis will provide a sufficient evaluation of alternatives such that the FAA is able to draw a conclusion about what is “appropriate and reasonable” preventive and/or mitigative action for the sponsor, as required under Grant Assurance 21.

Documentation of the alternatives will include:

- Description of each alternative
- Estimated cost estimates associated with each alternative
- Feasibility of the alternative development, including any environmental considerations
- Identification of the preferred alternative
- Identification of other agencies involved (for alternatives that would notably affect existing right-of-way, easement, or public infrastructure/facility owned by entities other than the sponsor, FAA may require documentation of coordination with the affected agency/entity confirming feasibility)
- Analysis of County control of the land within the RPZ

ASSUMPTIONS:

1. *It is assumed that the County, FAA, and SCAC will perform concurrent review of the draft documentation.*

DELIVERABLES:

1. *Six (6) copies of Draft Runway 03/21 RPZ Analysis.*
2. *Six (6) copies of Final Runway 03/21 RPZ Analysis.*

TASK 9: ENVIRONMENTAL CONSIDERATIONS

A preliminary environmental review will be conducted in accordance with the National Environmental Policy Act (NEPA). This review will include a one-day biological walkover. This environmental review will not be presented for agency approval but is for the purpose of determining that no obvious project showstoppers are present. The study will consider and discuss the impact categories presented in Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006), Order 1050.1F –

Environmental Impacts: Policies and Procedures (July 16, 2015), and 1050.1F Desk Reference (July 16, 2015). The categories to be briefly discussed include:

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- Department of Transportation Act: Section 4(f)
- Farmlands
- Hazardous Materials, , Solid Waste, and Pollution Prevention
- Historical, Architectural, Archaeological, and Cultural Resources
- Compatible Land Use
- Natural Resources and Energy Supply
- Noise
- Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks
- Visual Effects
- Water Resources
- Cumulative Impacts
- Irreversible and Irretrievable Commitment of Resources
- Permits

Noise contours will be prepared using the current version of the FAA's Aviation Environmental Design Tool (AEDT). Wetlands delineation and jurisdictional wetlands will be incorporated from local plans and web-based information.

ASSUMPTIONS:

1. *Beaufort County GIS data (in *.DWG format) will be provided at no cost to the TBE, along with copies of applicable land use and zoning information.*
2. *One onsite visit to the Beaufort County GIS department by two TBE Project Team members is assumed for budgeting purposes.*
3. *Other than the one-day site walkover, no detailed field work will be conducted; all environmental inventories will be through existing data sources and web research.*
4. *No detailed analyses or delineations will be performed.*

TASK 10: AIRPORT LAYOUT PLANS

The ALP drawing set will be produced in accordance with FAA AC 150/5070-6B, *Airport Master Plans, Appendix F "ALP Drawing Set."* All drawings will be prepared in AutoCAD digital drawing format. Shading and other techniques will be used to indicate the phasing of airport improvement projects. The ALP Drawing Set will include topographic information obtained from

SCAC, USGS mapping, and other available data obtained from SCAC, topographic mapping, GIS data, and aerial survey of the approaches and transitional surface. Drawings to be included in the drawing set are as follows:

- Title Sheet
- Airport Layout Drawing
- Terminal Area Drawing
- Inner Portion of the Approach Surface Drawing
- Airport Airspace Drawing
- Land Use Drawing
- Exhibit A – Airport Property Map.

ASSUMPTIONS:

1. *Survey data will consist of typical planimetric features and 2-foot contour interval topographic mapping, as well as approach obstruction mapping provided by TBE.*
2. *The airport boundary in the form of legal description and property plats, as well as when property was acquired will be provided to TBE by the Beaufort County.*

TASK 11: CAPITAL IMPROVEMENT PLAN

This task will update the Airport Capital Improvement Plan (CIP) that is submitted to the FAA annually. The CIP lists costs and timeframes of planned improvements at the Hilton Head Island Airport and is required by outside agencies when applying for federal and state funding assistance.

Developments recommended over the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for federal and state funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and SCAC and a 20-year CIP will be included in the Master Plan narrative report.

ASSUMPTIONS:

1. *Review of the facilities implementation plan will be part of one of the Committee meetings*

TASK 12: 18B SURVEY

- **Field Surveys, Obstruction Surveys, Data Collection, and Airport Airspace Analysis in accordance with FAA Advisory Circulars ensuring compatibility with FAA AGIS** – This task will include an aeronautical obstruction survey in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA and NGS:
 - AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
 - AC 150/5300-17C Standards for Using Remote Sensing Technologies in Airport Surveys
 - AC 150/5300-18B General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards

The purpose of this task is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

- **Verify, Confirm, and/or Capture Aerial Imagery** – Aerial imagery is required for both Quality Control (QC) purposes and efficient feature extraction. TBE will develop a flight plan, coordinate the acquisition of the photography, process and utilize the imagery.

The photography flight crew will collect the imagery as defined in the flight plan. The planned imagery will be collected at 1" = 800' photo scale. After the processing and development of the aforementioned aerial photography, the imagery will be scanned for use in a softcopy environment. The scanned image will be checked for completeness, cleanliness, and image quality at the workstation and will conform to Intel TIFF (continuous tone raster graphics/non-compressed) file format.

The scanned image will then be geo-referenced (aerial-triangulated) in soft-copy format to fix the imagery to real-world coordinates by utilizing the previously established ground control features or targets. Once the imagery is geo-referenced, the stereo models produced will be utilized for topographic/planimetric mapping.

From the aerial photography, TBE will produce the following:

- Limited landmark feature planimetric mapping

- Color digital orthophotos with a 1.0' pixel resolution (VG, Approach and Departure Surface)
- Identification and mapping of obstruction obstacles for all of the VG surfaces

TASK 13: MODIFICATION TO STANDARDS

Preparation of modification to standards (MOS) for the current airfield layout:

- Taxiway "F" Taxiway Object Free Area (TOFA)
- Runway 03/21/Taxiway "F" Separation

TASK 14 BUSINESS PLAN

This task will include the development of an Airport Business Plan to help guide the Airport in managing the airport in a financially sound manner. The following items will be reviewed and analyzed:

- Review of Airport leases
- FBO rent and charges
- Parking fees
- Review of historical maintenance costs
- Review of historical operating costs
- Review of airport minimum standards
- Review of TBE's database of other similar size airports rent, maintenance and operating costs
- Review other non-aviation revenue sources

Once the historical revenue and expense costs have been determined and analyzed, budget projections will be made for years 1 to 5. Capital improvement costs generated from Task 11 will also be included along with federal, state, and local participation funding allocations.

TASK 15 PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and a Master Plan narrative report. The drawing set and report will be produced in draft, and final form.

Initial Draft Submittal to HXD, FAA and SCAC

- Two (2) copies of the draft Master Plan narrative report
- Two (2) copies of draft ALP drawing set.

Final Draft Submittal to HXD, FAA and SCAC

- Two (2) color reproductions of final Master Plan narrative report, bound with color laminated cover (1 to FAA and 1 to CITY)
- Two (2) sets of final ALP drawings for approval (1 to FAA and 1 to CITY)

Final Submittal to HXD, FAA and SCAC

- Four (4) color reproduction of final Master Plan narrative report, bound with color laminated cover
- Four (4) sets of final ALP drawings for FAA approval¹
- Two (2) copies of final Master Plan narrative report and ALP drawing set in PDF format to HXD, FAA and SCAC.

Preliminary Schedule

TBE anticipates a three-month project schedule (not including review time by FAA, SCAC and Hilton Head Island Airport). A critical time path report shall be developed prior to starting the project and will be updated on a monthly basis. If any delays are identified by TBE, an action plan will be presented to reestablish the schedule. The following sequence of events provides the framework for the ALP Update schedule:

- FAA, SCAC, and Hilton Head Island Airport Scope of Work approval
- Initial Kickoff meeting
- Concept Development
- Coordination Meeting
- Airfield Design Standards Drawings

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

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of **\$813,328**, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of **\$290,350.00**. The total value of this Work Authorization shall not exceed **\$1,103,678.00** without additional authorization

¹Three (3) Conditionally Approved and stamped complete set (Narrative and ALP Drawing Set) will be sent by FAA to SCAC and Hilton Head Island Airport. FAA will retain (1) complete set.

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

APPROVED:

BEAUFORT COUNTY

Michael A. Moore

County Administrator

Title

9/13/24

Date:

Cheryl Harris

Witness:

APPROVED:

TALBERT, BRIGHT & ELLINGTON, INC.

Carl M. Ellington

Vice President

Title:

AUGUST 16, 2024

Date:

Anthony [Signature]

Witness:

PROFESSIONAL FEE SUMMARY

Airport Layout Plan Update
Hilton Head Island Airport
Hilton Head Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

SUMMARY OF FEES

DESCRIPTION	TYPE OF SERVICE	ESTIMATED COST
DIRECT LABOR COST	DIRECT LABOR COST	\$ 767,828.00
DIRECT EXPENSES	DIRECT EXPENSES	\$ 45,500.00
SUBCONSULTANTS		\$ 290,350.00
TOTAL LUMP SUM		\$ 1,103,678.00
 TOTAL PROJECT		 \$ 1,103,678.00

6

MANHOUR ESTIMATE
 Airport Layout Plan Update
 Hilton Head Island Airport
 Hilton Head Island, South Carolina
 FAA Project Number
 TBI Project No. 2119-2301
 June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
Task 1 Preliminary Project Scoping								
1.1 Develop Project Scope/Contract	2	2	24	2	0	0	0	1
1.2 Coordinate with Subconsultants	0	0	2	0	0	0	0	0
Task 2 Project Management								
2.1 Project Management	40	40	40	2	0	0	0	8
2.2 Subconsultant Coordination	40	40	40	40	0	0	0	8
Task 3 Public Involvement								
3.1 <i>Advisory Committee</i>								
3.1.1 Prepare materials for AC Meetings (12 Meetings)	0	8	16	16	0	0	0	8
3.1.2 Attend AC Meetings (12 Meetings)	48	48	48	0	0	0	0	0
3.1.3 Kickoff Meeting	8	8	8	8	0	0	0	0
3.1.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.1.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.2 <i>Public Information Meetings</i>								
3.2.1 Prepare materials for AC Meetings (3 Meetings)	0	12	24	24	0	0	0	4
3.2.2 Attend AC Meetings (3 Meetings)	24	24	24	0	0	0	0	0
3.2.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.2.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.3 <i>Beaufort County Web Site</i>								
3.3.5 Update Web Site (5 Updates)	0	0	24	0	0	0	0	8
Task 4 Existing Conditions								
4.1 Sponsor Document Collection	0	4	4	4	0	4	0	0
4.2 Financial Data Collection	0	2	2	4	0	4	0	0
4.3 Research SCAC Files	0	0	0	4	0	4	0	0
4.4 Aircraft Operation and Mix Data	0	2	2	4	0	4	0	0
4.5 Existing Documents Review	0	2	2	4	0	4	0	0
4.6 Demographic Data Collection	0	2	2	4	0	4	0	0
4.7 Historical Traffic Data Review	0	2	2	4	0	4	0	0
4.8 Airside Facility Description	0	2	2	4	0	4	0	0
4.9 Landside Facility Description	0	2	2	4	0	4	0	0
4.1 Infrastructure Description	0	2	2	4	0	4	0	0
4.11 Pavement Condition Index Review	0	0	0	4	0	4	0	0
4.12 Draft Existing Conditions Chapter	2	2	16	8	0	8	0	0
Task 5 Aviation Forecasts								
5.1 TFMSC Data Collection & Analysis	0	12	12	0	0	0	0	0
5.2 Existing Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.3 Future Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.4 Respond to Comments	0	16	16	0	0	0	0	8
Task 6 Facility Requirements								
6.1 Demand/Capacity Analysis	0	4	8	4	0	4	0	0
6.2 Review of 5300-13 Standards	0	2	8	2	0	2	0	0
6.3 Airside Analysis/Requirements	0	4	8	4	0	4	0	0
6.4 Landside Analysis/Requirements	0	4	8	4	0	4	0	0
6.5 Land Use Requirements	0	4	8	4	0	4	0	0
6.6 Terminal Planning and On Airport Land Uses	0	4	8	4	0	4	0	0
6.7 Airspace and Air Traffic Control Analysis	0	4	8	4	0	4	0	0
6.1 Draft Facility Requirements Chapter	0	4	16	8	0	8	0	0

MANHOUR ESTIMATE
 Airport Layout Plan Update
 Hilton Head Island Airport
 Hilton Head Island, South Carolina
 FAA Project Number
 TBI Project No. 2119-2301
 June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
Task 7 Alternatives Development and Evaluation								
7.1 Prepare Alternatives Analysis	30	30	32	120	0	8	0	0
7.2 Revise Alternatives	16	16	16	24	0	8	0	0
7.3 Development Estimates	16	16	16	32	0	40	0	0
7.4 Modification to Standards	8	16	32	60	0	0	0	0
Task 8 Runway Protection Zone Analysis								
8.1 Evaluate properties within proposed RPZ	0	8	8	4	0	8	0	0
8.2 Develop property alternative exhibits	0	4	4	8	0	4	0	0
8.3 Develop property alternative estimates	0	2	2	4	0	4	0	0
8.4 Evaluate roadways within proposed RPZ	0	8	8	4	0	0	0	0
8.5 Develop roadway alternative exhibits	0	6	6	16	0	0	0	0
8.6 Develop roadway alternative estimates	0	4	4	6	0	6	0	0
8.7 Runway safety area analysis	0	6	6	6	0	0	0	0
Task 9 Environmental Considerations								
9.1 Air Quality	0	0	2	0	0	0	0	0
9.2 Coastal Resources	0	0	2	0	0	0	0	0
9.3 Compatible Land Use	0	0	2	0	0	0	0	0
9.4 Construction Impacts	0	0	2	2	0	0	0	0
9.5 Department of Transportation Act: Sec. 4(f)	0	0	2	0	0	0	0	0
9.6 Farmlands	0	0	2	2	0	0	0	0
9.7 Fish, Wildlife, and Plants	0	0	2	0	0	0	0	0
9.8 Floodplains	0	0	2	2	0	0	0	0
9.9 Hazardous Materials, Pollution Prevention, and Solid Waste	0	0	2	0	0	0	0	0
9.10 Historical, Architectural, Archeological, and Cultural Resources	0	0	2	0	0	0	0	0
9.11 Light Emissions and Visual Impacts	0	0	2	0	0	0	0	0
9.12 Natural Resources and Energy Supply	0	0	2	0	0	0	0	0
9.13 Noise	0	16	16	4	0	2	0	0
9.14 Secondary (Induced) Impacts	0	0	2	0	0	0	0	0
9.15 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks	0	0	2	0	0	0	0	0
9.16 Water Quality	0	0	2	1	0	0	0	0
9.17 Wetlands	0	0	2	2	0	0	0	0
9.18 Wild and Scenic Rivers	0	0	2	0	0	0	0	0
9.19 Draft Environmental Considerations Chapter	0	0	16	8	0	0	0	0
Task 10 Airport Layout Plans								
10.1 Cover Sheet	0	2	2	10	0	0	0	0
10.2 Existing Conditions	0	4	4	46	0	0	0	0
10.3 Airport Layout Plan	0	4	4	70	0	0	0	0
10.4 Terminal Area Plan	0	4	4	56	0	0	0	0
10.5 Airport Airspace Drawing (Part 77)	0	2	2	28	0	0	0	0
10.6 Inner Portion Approach Surface	0	2	2	56	0	0	0	0
10.7 Runway Departure Surface	0	2	2	38	0	0	0	0
10.8 Runway Centerline Plan and Profile	0	2	2	28	0	0	0	0
10.9 Land Use	0	4	4	32	0	0	0	0
10.10 Property Map	0	8	8	28	0	5	0	0
10.11 FAA Checklist	0	4	4	12	0	0	0	0
Task 11 Capital Improvement Plan								
11.1 Staged Development Breakout	0	0	2	0	0	4	0	0
11.2 Staged Development Estimates	0	16	2	0	0	40	0	0
11.3 Funding Sources Breakout	0	0	2	0	0	4	0	0
11.4 Coordination and Revisions	4	4	2	0	0	4	0	0

MANHOUR ESTIMATE
 Airport Layout Plan Update
 Hilton Head Island Airport
 Hilton Head Island, South Carolina
 FAA Project Number
 TBI Project No. 2119-2301
 June 4, 2024

DESCRIPTION	PRJN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
11.5 Draft Facilities Implementation Plan Chapter	2	2	4	0	0	4	0	0
Task 12 18B Survey								
12.1 Verify Imagery	0	4	4	16	0	0	0	0
12.2 Verify Obstruction Data	0	4	4	24	0	0	0	0
Task 13 Modification to Standards								
13.1 Taxiway Object Free Area Modification of Standards	0	12	24	20	0	12	0	8
13.2 Runway to Taxiway Separation Modification of Standards	0	12	24	20	0	12	0	8
Task 14 Business Plan								
14.1 Review of Airport leases	0	6	8	6	8	0	0	0
14.2 FBO rent and charges	0	6	8	6	8	0	0	0
14.3 Parking fees	0	6	8	6	8	0	0	0
14.4 Review of historical maintenance costs	0	6	8	6	8	0	0	0
14.5 Review of historical operating costs	0	6	8	6	8	0	0	0
14.6 Review of airport minimum standards	0	6	8	6	8	0	0	0
14.7 Review other non-aviation revenue sources	0	6	8	6	8	0	0	0
14.8 Draft Business Plan	16	24	40	24	0	0	0	0
14.8 Final Business Plan	16	24	40	24	0	0	0	0
Task 15 Project Documentation								
15.1 Initial Draft Submission	0	4	16	16	0	8	0	0
15.2 Initial Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.3 Final Draft Submission	0	4	16	16	0	8	0	0
15.4 Final Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.5 Final Submittal	0	4	16	16	0	8	0	0
15.6 Prepare Executive Summary	0	4	16	16	0	8	0	0
	272	632	1028	1169	56	299	0	69

FEE ESTIMATE
Airport Layout Plan Update
Hilton Head Island Airport
Hilton Head Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

Airport Master Plan Update		BILLING	ESTIMATED	ESTIMATED
DIRECT LABOR COST		RATE	MANHOURS	COST
Principal	PRIN	\$ 290	272	\$ 78,880.00
Senior Project Manager	SPM	\$ 250	632	\$ 158,000.00
Project Manager	PM	\$ 230	1,028	\$ 236,440.00
Senior Planner	SR PLN	\$ 171	1,169	\$ 199,899.00
Engineer V	ENG V	\$ 185	56	\$ 10,360.00
Engineer II	ENG II	\$ 120	299	\$ 35,880.00
Technician V	TECH V	\$ 141	299	\$ 42,159.00
Secretary/Admin IV	ADMIN V	\$ 90	69	\$ 6,210.00
SUBTOTAL			3,824	\$ 767,828.00

Airport Master Plan Update		UNIT	ESTIMATED	ESTIMATED
DIRECT EXPENSES		RATE	UNITS	COST
Travel	mi	\$ 0.670	24000	\$ 16,080.00
Per Diem	ea	\$ 287.00	60	\$ 17,220.00
Reproduction	ea	\$ 2,000.00	5	\$ 10,000.00
Shipping/ Postage	ea	\$ 500.00	1	\$ 500.00
Telecom/fax	ea	\$ 200.00	1	\$ 200.00
Misc. supplies	ea	\$ 750.00	1	\$ 750.00
Visioning Session	ls	\$ 750.00	1	\$ 750.00
SUBTOTAL				\$ 45,500.00

Subconsultants		UNIT	ESTIMATED	ESTIMATED
DIRECT EXPENSES		RATE	UNITS	COST
Meeting Facilitator	ls	1	\$ 95,000	\$ 95,000.00
Business Plan	ls	1	\$ 100,000	\$ 100,000.00
Aerial Photography & Mapping	ls	1	\$ 95,350	\$ 95,350.00
SUBTOTAL				\$ 290,350.00

Roy W. Johnson, AIA
3741 Larkston Drive
Charlotte, North Carolina 28226-7024

December 20, 2023

Mr. Carl M. Ellington, Jr. PE
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273

Dear Carl:

This letter will confirm our understanding concerning the Hilton Head Island ALP Update. You have requested my assistance from 2024 through 2026. My role will be to be the facilitator for the meetings and presentations, as well as advice about how to approach our work with the community. The scope of this proposal is:

I will provide my time for the above work for a daily fee of \$2,000 per day. Travel will be billed at per diem rate of \$425. That would make a 2-day trip total \$4,850. I've assumed a total of 6 2-day trips over the span of roughly 2 years. If that is incorrect let me know

You may reach me directly at 704.698.5866 as needed. I look forward to being part of your team once again to meet the expectation of a top quality ALP Update for the Hilton Head Island Airport. Thank you again for offering this opportunity to me.

Most cordially,

Roy W. Johnson, Emeritus Architect



August 30, 2023

TALBERT, BRIGHT & ELLINGTON, INC.

Patrick E. Turney, PE, PLS
Project Manager
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273
704-426-6070
704-426-6080 (Fax)

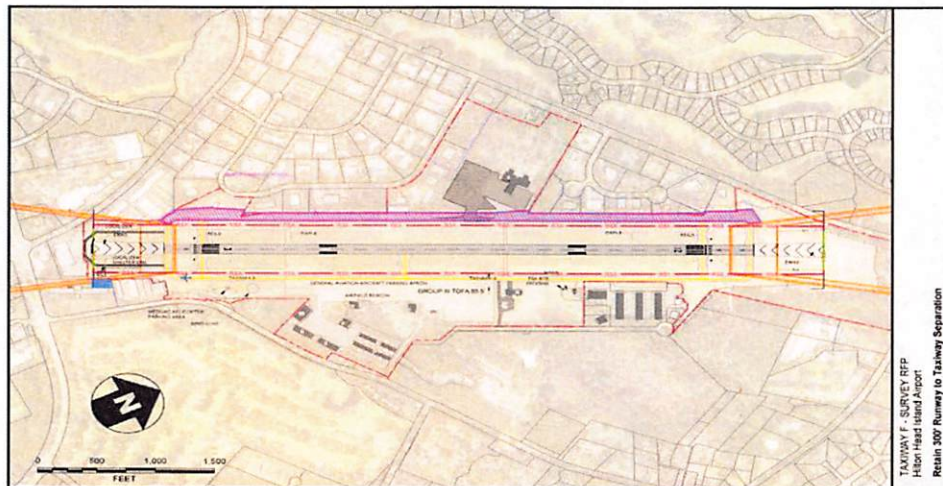
RE: As-built Survey for a portion of Taxiway F of the Hilton Head Island Airport, SC

Atlas Surveying has proposed to do the following work:

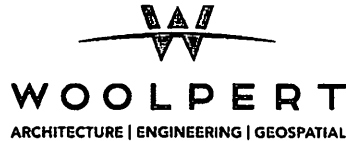
1. Atlas will provide an As-built Survey of the Below specified area in purple (± 10 acres & 5,000 Linear Feet). The fee for this service will be \$7,500.

Survey will include the Following:

- We will overlay the new survey onto an existing cad file provided by the client.
- Existing Fences-note that the survey area will include fence direction changes for about 5-10 feet as the fence lines reach the survey area limits in some locations.
- Existing buildings located inside of the below purple scope.



168 Boardwalk Drive, Suite A, Ridgeland, SC 29936 • 843-645-9277 • www.atlassurveying.com
Savannah/Hilton Head | Charleston | Charlotte | Greenville Spartanburg



June 3, 2024

Troy G. McNall
TALBERT, BRIGHT & ELLINGTON
107 Westpark Boulevard, Suite 135
Columbia, South Carolina 29210

RE: Proposal: Aeronautical Survey at Hilton Head Airport (HXD)

Dear Mr. McNall:

We appreciate the opportunity to provide a proposal for supporting Talbert, Bright & Ellington with geospatial services at the Hilton Head Airport (HXD) in Hilton Head Island, South Carolina. The fee and bulleted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16B, -17C, change 1 and -18B, change 1 and FAA ARP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans.

Project Understanding

Woolpert understands that this project is focused on the update of an Airport Layout Plan. Woolpert's role will be focused on meeting the requirements of AC-188, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks:

- 1) Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runway 03/21.
- 2) Obstruction analysis for FAR Part 77, 13B Table 3-2 and PAPI OCS/LSCS surfaces for existing and Ultimate Runway 03/21 as shown in Attachment "B".
- 3) Planimetric/topographic mapping of Mapping Limits as shown in Attachment "C."

Task 01 - Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "B" for Existing Runways 03/21.

- Initiate and complete the ADIP Project set up process for an Airport Layout Plan – Periodic Update.
 - Develop SOW and plans as required.
- HXD (formerly 49J) does possess existing PACS/SACS. These Existing PACS and SACS will be used for the basis of control in accordance with AC-16B.
- Ground survey to be performed by Woolpert.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Vertically Guided Runway standards.
 - Estimated 18 control points and 5 check points.
 - Collect imagery at an imagery scale of 1"=800', flight layout will be provided.
 - Collected with leaf-on conditions.
- Geo-referencing of aerial photography.
- Runway critical point survey on all usable runways.
- Runway profile survey on all usable runways.

11301 Carmel Commons Blvd., Suite 300
Charlotte, NC 28226
704.526.3018

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2301



- Navigational aid inventory for NAVAIDs associated with the airport, including the associated perpendicular points.
- Obstruction analysis for objects penetrating the Vertically Guided surfaces.
 - Woolpert will request existing obstruction data for HXD from the FAA for review of the OIS. This is a value-added service where the airspace around HXD and the existing obstacles would be updated, rather than new obstacles being created in the FAA's database, on top of what already resides there.
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of AC 150/5300-188.
- Development of new ortho-photography for the area as depicted in Attachment D.
 - Pixel resolution of 0.5-feet over the entire survey area.
- Collect major landmark features within imagery coverage.
- Population of calculable and required attributes.
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Develop the final reports and submit to ADIP.
 - Imagery Acquisition Report
 - Final Project Report

Task 02 - Obstruction analysis for Part 77 Non-Precision Type C for Existing runway 03/21. Airspace analysis for Runway Type 4, 6 and Departure Surface for Existing Runway 03/21, pursuant to AC 150/5300-13B Tables 3-3 and 3-4.

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
 - Existing Runways 03 and 21 have Non-Precision Type C (34:1)
 - FAR Part 77 analysis will include Primary, Approach, Transition, Horizontal, and Conical surfaces.
 - FAR Part 77 analysis will include an AutoCAD file to be incorporated into the ALP.
- Tables 3-3 and 3-4 "Approach/Departure Standards Table" of the most current FAA AC 150/5300-13B, Part 77 and PAPI OCS/LSCS data for existing and ultimate surface types will be provided by Talbert, Bright & Ellington prior to Woolpert's airspace analysis.
 - The obstacle data will be delivered in a layer that shows only objects (with object identification) penetrating the approach surfaces for each existing and proposed runway end. Top elevations of penetrating objects will be provided. Groups of trees penetrating, or heavily wooded areas that penetrate will be represented with polyline boundaries depicting the extent of penetrations, and representative tree top elevations provided within the penetration boundary.
 - The obstacle data will also be delivered in a layer that shows only objects (with object identification) within ten (10) feet vertically of penetrating the approach surfaces for each existing and proposed runway end. Top elevations of objects within ten (10) feet vertically of penetrating will be provided. Groups of trees within ten (10) feet of penetration, or heavily wooded areas within ten (10) feet of penetration, will be represented with polyline boundary depicting extent of areas within ten (10) feet of penetrating, and representative tree top elevations provided within polyline boundary.
- Develop and deliver to Talbert, Bright & Ellington a Microsoft Excel file containing information to all Obstacles that were collected within the Obstruction Identification Surfaces:
 - 188 applicable surfaces, 13B Table 3-2 applicable surfaces and applicable FAR Part 77 surfaces.
 - This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information.

June 3, 2024

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Task 03 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "C."

- Utilize imagery collected for airspace analysis and AC-17C deliverables for development of planimetric and topographic mapping.
- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals.
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "E."
- Mapping will also include the following additional features:
 - Forest stand area – on and off airport
 - Building spot elevations – on airport
 - Concrete pads and sidewalks
- Mapping file will be delivered in an AC-18B compliant AGIS file.
- Mapping will also be delivered in AutoCAD Release 2018 drawing file for TB&E use. All spot elevations will be on a separate layer and contain an attribute for elevation(s) and point description. All contours will be polylines with intermediate and index layers. The .xml file used to create topography and planimetrics will be provided to TBE. A TBE drawing template will be provided to ensure the layers in the drawing are in accordance with TBE's layer convention. An ASCII or text file of the point information shall also be provided.
- Maps shall be produced in accordance with national map standards.
- Submit data to the Airport Layout Plan – Periodic Update ADIP project created in Task 01.

Woolpert is in compliance with Title VI Assurances.

Lump Sum Fee Breakdown

Lump Sum Fee Estimate AGIS Periodic Update and Design Surveys	
Task 01: AGIS compliant AC-18B Surveys	\$55,800.00
Task 02: FAR Part 77 & 13A Obstruction Analysis	\$14,250.00
Task 03: Planimetric/Topographic Mapping (2')	\$18,300.00
Project Total =	\$88,350.00

Woolpert estimates the entire project to take 6 months from the date of imagery acquisition to the delivery of the final data file and report to the Airports GIS website. The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (704.526.3018).

Sincerely,

Woolpert, Inc.
Paul F. Akers, PLS, PMP
Aviation Project Manager
Senior Associate

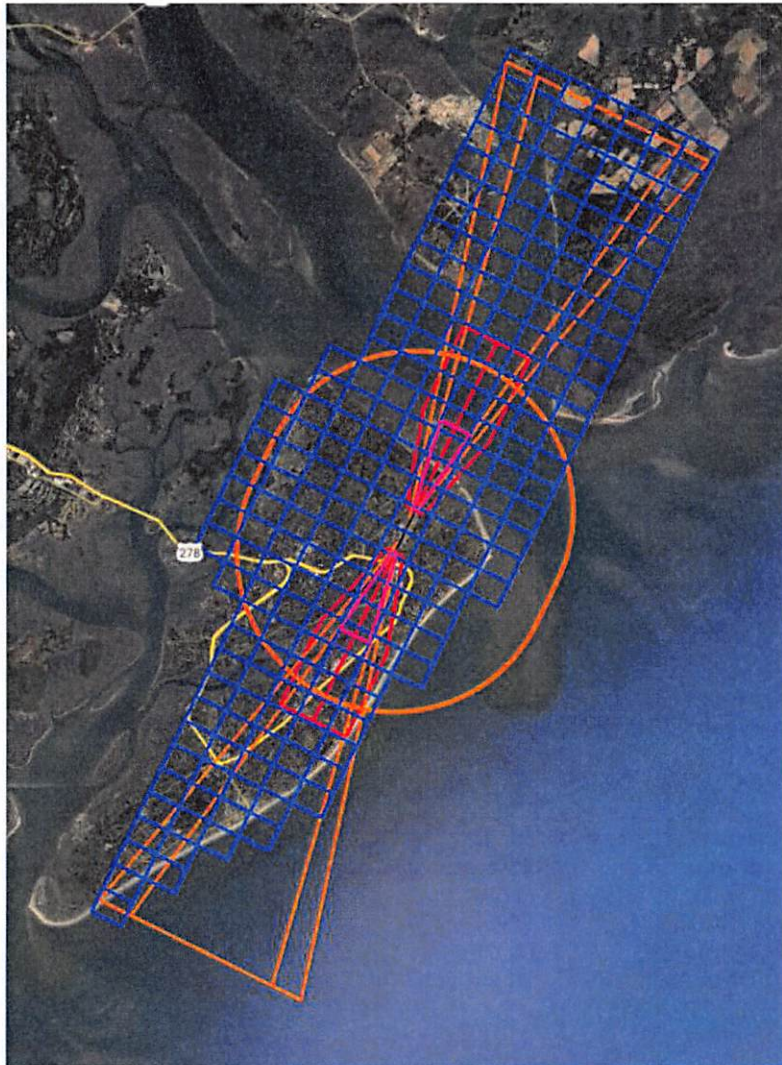
Woolpert, Inc.
Eric Risner, PMP, PS
Aviation Practice Leader
Vice President

June 3, 2024

3



Attachment A: Flight Layout (6" GSD Imagery)



June 3, 2024

4



Attachment B: Existing Obstacle Identification Surfaces (OIS)

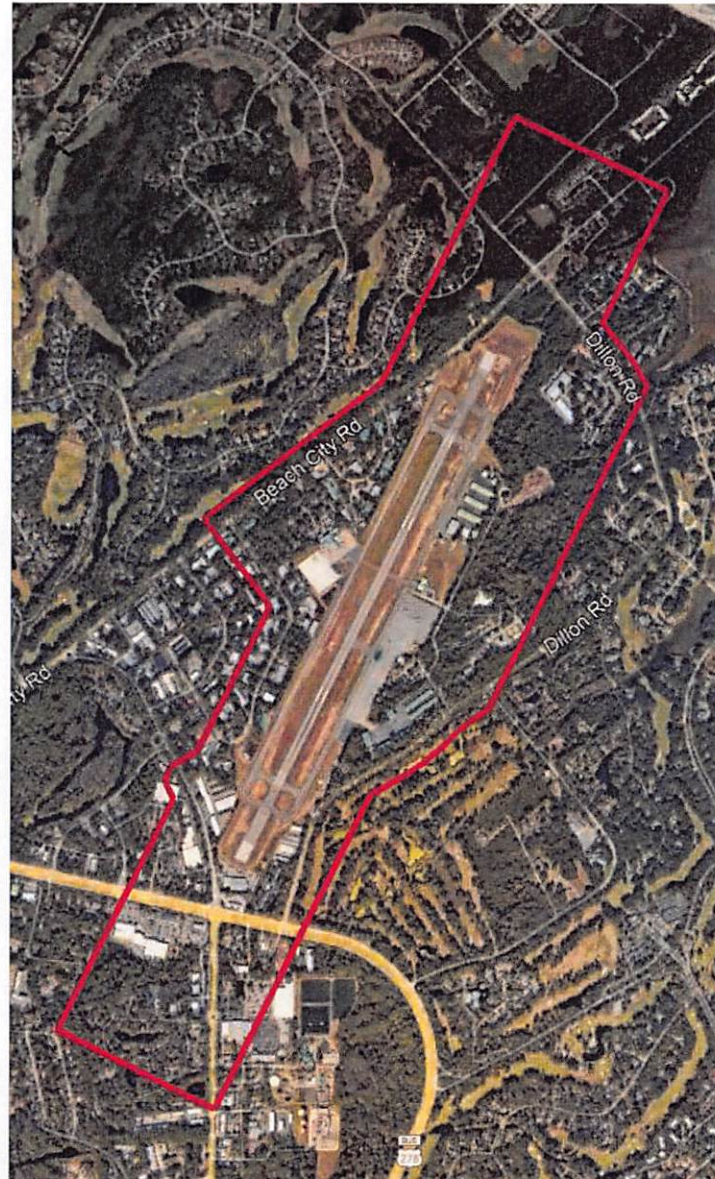


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Attachment C: Mapping Limits



June 3, 2024

6



Attachment D: Ortho Imagery Limits



June 3, 2024

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Attachment E: Standard Mapping Features

Minimum To Develop ALP					
Safety Critical			Non-Safety Critical		
		On Airport Off Airport			On Airport Off Airport
1	AirportControlPoints	X X	1	AircraftGateStand	X
2	CoordinateGridArea	X X	2	AircraftNonMovementArea	X
3	MarkingArea (Runway only)	X	3	AirfieldLight	X
4	MarkingLine (Runway only)	X	4	AirportSign	X
5	Navaidequipment	X X	5	Apron	X
6	Obstacle	X X	6	ArrestingGear	X
7	ObstructionArea	X X	7	Bridge	X X
8	ObstructionIDSurface	X X	8	Building	X X
9	Runway	X	9	DrivewayArea	X
10	RunwayBlastPad	X	10	DrivewayCenterline	X
11	RunwayCenterline	X	11	ElevationContour	X X
12	RunwayElement	X	12	Fence	X
13	RunwayEnd	X	13	ForestStandArea	X
14	RunwayHelipadDesignSurfaces	X X	14	Gate	X
15	RunwayIntersection	X	15	ImageArea	X X
16	RunwayLabel	X	16	LandmarkSegment	X X
17	RunwayLAHSO	X	17	MarkingArea (Off Runway)	X
18	TouchDownLiftOff	X	18	MarkingLine (Off Runway)	X
			19	MovementArea	X
			20	ParkingLot	X X
			21	PassengerLoadingBridge	X
			22	RailroadCenterline	X X
			23	RailroadYard	X X
			24	RoadCenterline	X X
			25	RoadPoint	X X
			26	RoadSegment	X X
			27	RunwayArrestingArea	X
			28	Shoreline	X X
			29	Shoulder	X
			30	State	X X
			31	TankSite	X
			32	TaxiwayElement	X
			33	Taxiwayholdingposition	X
			34	TaxiwayIntersection	X
			35	Tower	X X
			36	Wetland (no official delineation)	X X

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Attachment F: Survey Requirements

Intended End Use of the Data	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development	Comments
Required Tasks - V				
Provide a Survey and Control Plan	150-5300-16/17/18	*	*	
Establish or validate Airport Geodetic Control	150-5300-16	*	*	PACB and RACB exist. Validation only.
Perform, document and report the tie to National Spatial Reference System (NSRS)	150-5300-16	*	*	
Survey runway end(s) threshold(s)	150-5300-18	*	*	
Measure runway end(s) threshold(s)	150-5300-18	*	*	
Document runway end(s) threshold location(s)	150-5300-18	*	*	
Identify and survey end(s) threshold threshold(s)	150-5300-18	*	*	
Measure displaced threshold(s)	150-5300-18	*	*	
Document displaced threshold(s) location	150-5300-18	*	*	
Determine or validate runway length	150-5300-18	*	*	
Determine or validate runway width	150-5300-18	*	*	
Determine runway profile using 50 foot stations	150-5300-18	*	*	
Determine runway profile using 10 foot stations	150-5300-18	*	*	
Determine the touchdown zone elevation (TDZE)	150-5300-18	*	*	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150-5300-18	*	*	
Determine and document the horizontal extents of any Stopways	150-5300-18	*	*	
Determine any Stopway profiles	150-5300-18	*	*	
Determine if the runway has an associated clearance	150-5300-18	*	*	
Survey elements to determine object construction the plane	150-5300-18	*	*	
Determine and document the runway intersection to threshold distance	150-5300-18	*	*	
Determine runway true course	150-5300-18	*	*	
Determine or validate and document the position of navigational aids	150-5300-18	*	*	
Determine or validate and document the position of runway abeam points of navigational aids	150-5300-18	*	*	
Determine potential navigational aid screen on objects	150-5300-18	*	*	
Collect and document VOR receiver checkpoint location and associated data	150-5300-18	*	*	
Perform or validate and document en route airspace analysis	150-5300-18	*	*	
Collect and document helicopter touchdown lift off area (TLOF)	150-5300-18	*	*	
Collect and document helicopter final approach and takeoff area (FATO)	150-5300-18	*	*	
Collect or validate and document airport geospatial data	150-5300-18	*	*	
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150-5300-18	*	*	
Perform or validate a topographic survey	150-5300-18	*	*	
Collect and document runway and taxiway delineation	150-5300-18	*	*	
Collect and document existing paved areas	150-5300-18	*	*	
Collect cultural and natural features of landmark value	150-5300-18	*	*	
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150-5300-18	*	*	
Determine all Level 1 tie to 6° 12' 0" contour	150-5300-18	*	*	To be provided by others
Document features resulting digital photographs	150-5300-18	*	*	
Document features resulting sketches	150-5300-18	*	*	
Collect position and type of runway markings	150-5300-18	*	*	
Collect position and type of taxiway markings	150-5300-18	*	*	
Locate, collect, and document photo ID points	150-5300-17	*	*	
Identify, collect, and document wetlands or environmentally sensitive areas	150-5300-18	*	*	To be provided by others
Collect imagery	150-5300-17	*	*	
Provide a final Project Report	150-5300-16/18	*	*	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 24.

ITEM TITLE:
Recommendation of a contract award to Kimley-Horn and Associates, Inc. for the conduct of the US 278 corridor study. (\$500,000)
MEETING NAME AND DATE:
Public Facilities and Safety Committee, November 18, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure 5 Minutes
ITEM BACKGROUND:
This project is a Lowcountry Area Transportation Study (LATS) initiative to address congestion, safety, and mobility concerns along the US 278 corridor. The US 278 corridor is growing rapidly, and this study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor. Beaufort County has been authorized as a Local Public Agency (LPA) by SCDOT to administer the project.
PROJECT / ITEM NARRATIVE:
<p>Beaufort County proposes to evaluate transportation improvements along US 278 from I-95 in Hardeeville, S.C. to Sea Pines Circle in Hilton Head, SC. For the future success of the US 278 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to coordination of traffic signals, network connectivity, and access management along the corridor. The length of US 278 is approximately 30 miles.</p> <p>Kimley Horne and Associates, Inc. was selected from our on-call traffic engineering list. As part of the LPA approval process with SCDOT, the scope was first negotiated with the consultant and SCDOT oversight. Once agreed upon, the level of manhour effort and overall fee was negotiated with the consultant and SCDOT oversight.</p>
FISCAL IMPACT:
Total Cost of Contract is \$500,000.00. The project is funded 100% (\$500,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a contract award to Kimley-Horn and Associates, Inc. for the conduct of the US 278 corridor study.
OPTIONS FOR COUNCIL MOTION:
Approve/deny the contract award to Kimley-Horn and Associates Inc. for the conduct of the US 278 corridor study. <i>Next Steps: Move forward to County Council on 11/25/24 for approval/denial of contract award.</i>

US 278 Corridor Study Submittal #4
Kimley-Horn Staff Hours & Fees

Task 1 - Project Management	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
1.1 - Coordination Meetings						
In person Meeting #1 (including prep)	8	3	9	6	\$ 200.00	
In person Meeting #2 (including prep)	8	3	9	6	\$ 200.00	
In person Meeting #3 (including prep)	8	3	9	6	\$ 200.00	
Virtual Meeting #1	3	2	3	4		
Virtual Meeting #2	3	2	3	4		
Virtual Meeting #3	3	2	3	4		
Task 1.1 Hours:	33	15	36	30		
Task 1.1 Fees:	\$ 8,415.00	\$ 4,425.00	\$ 7,200.00	\$ 4,500.00	\$ 600.00	\$ 25,140.00
1.2 - Invoicing						
Invoice Prep and Follow up (12 total)	12	8	6	12		
Task 1.2 Hours:	12	8	6	12		
Task 1.2 Fees:	\$ 3,060.00	\$ 2,360.00	\$ 1,200.00	\$ 1,800.00	\$ -	\$ 8,420.00
1.3 - Deliverables						
Agenda, Materials, and Prep	12	9	18	18		
Task 1.3 Hours:	12	9	18	18		
Task 1.3 Fees:	\$ 3,060.00	\$ 2,655.00	\$ 3,600.00	\$ 2,700.00	\$ -	\$ 12,015.00
Kimley-Horn Fee:						\$ 45,575.00

Task 2 - System/Facility Identification	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
2.1 - Overview of Previous Work						
Meeting time with agencies	3	2		5		
Document Review	5	2		38		
Task 2.1 Hours:	8	4	0	43		
Task 2.1 Fees:	\$ 2,040.00	\$ 1,180.00	\$ -	\$ 6,450.00	\$ -	\$ 9,670.00
2.2 - Existing Plan Assessment and Coordination						
Plan Review and Recommendations	2	1	6	18		
Task 2.2 Hours:	2	1	6	18		
Task 2.2 Fees:	\$ 510.00	\$ 295.00	\$ 1,200.00	\$ 2,700.00	\$ -	\$ 4,705.00
2.3 - Deliverables						
Report Documentation	7	5	8	27		
Task 2.3 Hours:	7	5	8	27		
Task 2.3 Fees:	\$ 1,785.00	\$ 1,475.00	\$ 1,600.00	\$ 4,050.00	\$ -	\$ 8,910.00
Kimley-Horn Fee:						\$ 23,285.00

Task 3 - Data Collection	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
3.1 - Impacts Analysis						
Resource Research	8	2	27	27		
Task 3.1 Hours:	8	2	27	27		
Task 3.1 Fees:	\$ 2,040.00	\$ 590.00	\$ 5,400.00	\$ 4,050.00	\$ -	\$ 12,080.00
3.2 - Field Investigation						
Prep				15		
Field Visit (2 Analyst - 2 days)	12			36	\$ 600.00	
Documentation	5			12		
Task 3.2 Hours:	17	0	0	63		
Task 3.2 Fees:	\$ 4,335.00	\$ -	\$ -	\$ 9,450.00	\$ 600.00	\$ 14,385.00
3.3 Roadway Data Collection						
SCDOT/Local Review	4	2		18		
Task 3.3 Hours:	4	2	0	18		
Task 3.3 Fees:	\$ 1,020.00	\$ 590.00	\$ -	\$ 2,700.00	\$ -	\$ 4,310.00
3.4 Land Use Data Collection						
GIS Data	2	2	20	10		
Task 3.4 Hours:	2	2	20	10		
Task 3.4 Fees:	\$ 510.00	\$ 590.00	\$ 4,000.00	\$ 1,500.00	\$ -	\$ 6,600.00
3.5 - Crash Data Collection						
SCDPS Contact			1	5		
Task 3.5 Hours:	0	0	1	5		
Task 3.5 Fees:	\$ -	\$ -	\$ 200.00	\$ 750.00	\$ -	\$ 950.00
3.6 - Traffic Volume Collection						
Count Map	1			5		
Count Coordination	1			5		
Count Expense TMC = 25 *500 plus AADT = 20*250					\$ 14,500.00	
Task 3.6 Hours:	2	0	0	10		
Task 3.6 Fees:	\$ 510.00	\$ -	\$ -	\$ 1,500.00	\$ 14,500.00	\$ 16,510.00
3.7 - Existing Transportation Facilities						
Synchro	15	7	55	127		
Arterial (Synchro/SimTraffic/HCM)	6	7	15	35		
Travel Cost	3	2	7	18		
Delay index and delay ratios	2	2	5	27		
Task 3.7 Hours:	26	18	82	207		
Task 3.7 Fees:	\$ 6,630.00	\$ 5,310.00	\$ 16,400.00	\$ 31,050.00	\$ -	\$ 59,390.00
3.8 - Deliverables						
Existing Conditions Report	7	5	9	27		
Task 3.8 Hours:	7	5	9	27		
Task 3.8 Fees:	\$ 1,785.00	\$ 1,475.00	\$ 1,800.00	\$ 4,050.00	\$ -	\$ 9,110.00
Kimley-Horn Fee:						\$ 123,335.00

Task 4 - Data Analysis	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
4.1 - Best Practices						
Best Practices Assessment	12	12	7	5		
Task 4.1 Hours:	12	12	7	5		
Task 4.1 Fees:	\$ 3,060.00	\$ 3,540.00	\$ 1,400.00	\$ 750.00	\$ -	\$ 8,750.00
4.2 -Map-21 (MOEs)						
Safety	1	1	4	2		
Infrastructure Condition	1	1	3	1		
Congestion Reduction	1	1	4	2		
System Reliability	1	1	3	2		
Freight Movement and Economic Vitality	1	1	2	1		
Environmental Sustainability	1	1	2	1		
Reduced Project Delivery Delays	1	1	2	2		
Task 4.2 Hours:	7	7	20	11		
Task 4.2 Fees:	\$ 1,785.00	\$ 2,065.00	\$ 4,000.00	\$ 1,650.00	\$ -	\$ 9,500.00
4.3 Transit						
Population Review	9	3		12		
Existing and Future Routes	12	3		12		
Ridership Levels	7	3		9		
Agency Coordination	5	5				
Task 4.3 Hours:	33	14	0	33		
Task 4.3 Fees:	\$ 8,415.00	\$ 4,130.00	\$ -	\$ 4,950.00	\$ -	\$ 17,495.00
4.4 Pedestrian and Bike Facilities						
Document Review	7	5	3	18		
Coordination	5	3				
Task 4.4 Hours:	12	8	3	18		
Task 4.4 Fees:	\$ 3,060.00	\$ 2,360.00	\$ 600.00	\$ 2,700.00	\$ -	\$ 8,720.00
4.5 - Future Transportation Facilities						
No-Build Synchro	4	1	8	25		
TDM Model Update	5	35	1	12		
MOE Research No-Build	12	6	18	72		
Emergency Routing	5	12	12	15		
Build Synchro	27	9	20	95		
MOEs Build	7	7	12	25		
Task 4.5 Hours:	60	70	71	244		
Task 4.5 Fees:	\$ 15,300.00	\$ 20,650.00	\$ 14,200.00	\$ 36,600.00	\$ -	\$ 86,750.00
4.6 - Concept Plans						
Assumes Maximum 10 Intersection Concepts	12	4	25	180	\$ 1,500.00	
Assumes 10 Maximum Intersection OPCCs	5	3	8	60		
Task 4.6 Hours:	17	7	33	240		
Task 4.6 Fees:	\$ 4,335.00	\$ 2,065.00	\$ 6,600.00	\$ 36,000.00	\$ 1,500.00	\$ 50,500.00
4.7 - Deliverables						
Future Conditions Report	18	9	12	27		
Task 4.7 Hours:	18	9	12	27		
Task 4.7 Fees:	\$ 4,590.00	\$ 2,655.00	\$ 2,400.00	\$ 4,050.00	\$ -	\$ 13,695.00
					Kimley-Horn Fee:	\$ 195,410.00

Task 5 - Public Engagement/Involvement	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
5.1 - Project Branding						
Best Practices Assessment	3		6	12		
Task 5.1 Hours:	3	0	6	12		
Task 5.1 Fees:	\$ 765.00	\$ -	\$ 1,200.00	\$ 1,800.00	\$ -	\$ 3,765.00
5.2 -Website						
Management	8	2	10		\$ 1,000.00	
Task 5.2 Hours:	8	2	10	0		
Task 5.2 Fees:	\$ 2,040.00	\$ 590.00	\$ 2,000.00	\$ -	\$ 1,000.00	\$ 5,630.00
5.3 Web Based Technology						
Management	9	6	18		\$ 1,000.00	
Task 5.3 Hours:	9	6	18	0		
Task 5.3 Fees:	\$ 2,295.00	\$ 1,770.00	\$ 3,600.00	\$ -	\$ 1,000.00	\$ 8,665.00
5.4 Public Meetings						
Public Meetings #1/#2 (Including Prep, 5 ppl)	30	10	20	40	\$ 2,000.00	
Public Meeting #3/#4 (Including Prep, 5 ppl)	30	10	20	40	\$ 2,000.00	
Task 5.4 Hours:	60	20	40	80		
Task 5.4 Fees:	\$ 15,300.00	\$ 5,900.00	\$ 8,000.00	\$ 12,000.00	\$ 4,000.00	\$ 45,200.00
5.5 - Stakeholder Meetings						
In Person Meeting (Assume 4, 3 ppl)	18		12	4	\$ 1,000.00	
Virtual (Assume 8, 3 ppl)	10		10	5		
Task 5.5 Hours:	28	0	22	9		
Task 5.5 Fees:	\$ 7,140.00	\$ -	\$ 4,400.00	\$ 1,350.00	\$ 1,000.00	\$ 13,890.00
					Kimley-Horn Fee:	\$ 77,150.00

Task 6 -Corridor Documentation	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
6.1 Action Plan (Compilation of Task 1-5 + Recs)						
Action Plan	25	15	27	72		
Coordination	15	5		18		
Task 6.1 Hours:	40	20	27	90		
Task 6.1 Fees:	\$ 10,200.00	\$ 5,900.00	\$ 5,400.00	\$ 13,500.00	\$ -	\$ 35,000.00
					Kimley-Horn Fee:	\$ 35,000.00

CORRIDOR STUDY
US 278/US 278 BUS
FROM US 17 TO SEA PINES CIRCLE
BEAUFORT & JASPER COUNTIES

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PROJECT DESCRIPTION

US 278 corridor is growing rapidly, and Beaufort County in association with Jasper County desires to map out and address congestion, safety, and mobility concerns along the corridor in a systematic manner. Beaufort County proposes to evaluate improvements along US 278/US 278 BUS from US 17 to Sea Pines Circle in Beaufort and Jasper Counties, South Carolina. The length of US 278 corridor is approximately 30 miles and is identified in Figure 1. The length of time to perform this study and stakeholder coordination is approximately 14 months. The US 278 Corridor Study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor.

The US 278 corridor is a heavily traveled primary corridor serving City of Hardeeville, Town of Bluffton, Okatie (unincorporated community), Town of Hilton Head Island, Jasper County, and Beaufort County. Sections of US 278 have higher traffic volumes than Interstate 95 (I-95), and the typical section varies throughout, consisting of four-lane divided, six-lane divided, eight-lane divided, and five-lane. The corridor also contains multiple signalized intersections and interchanges at I-95, SC 170, Bluffton Parkway, Cross Island Parkway/William Hilton Boulevard/Gumtree Road, and Marshland Road.

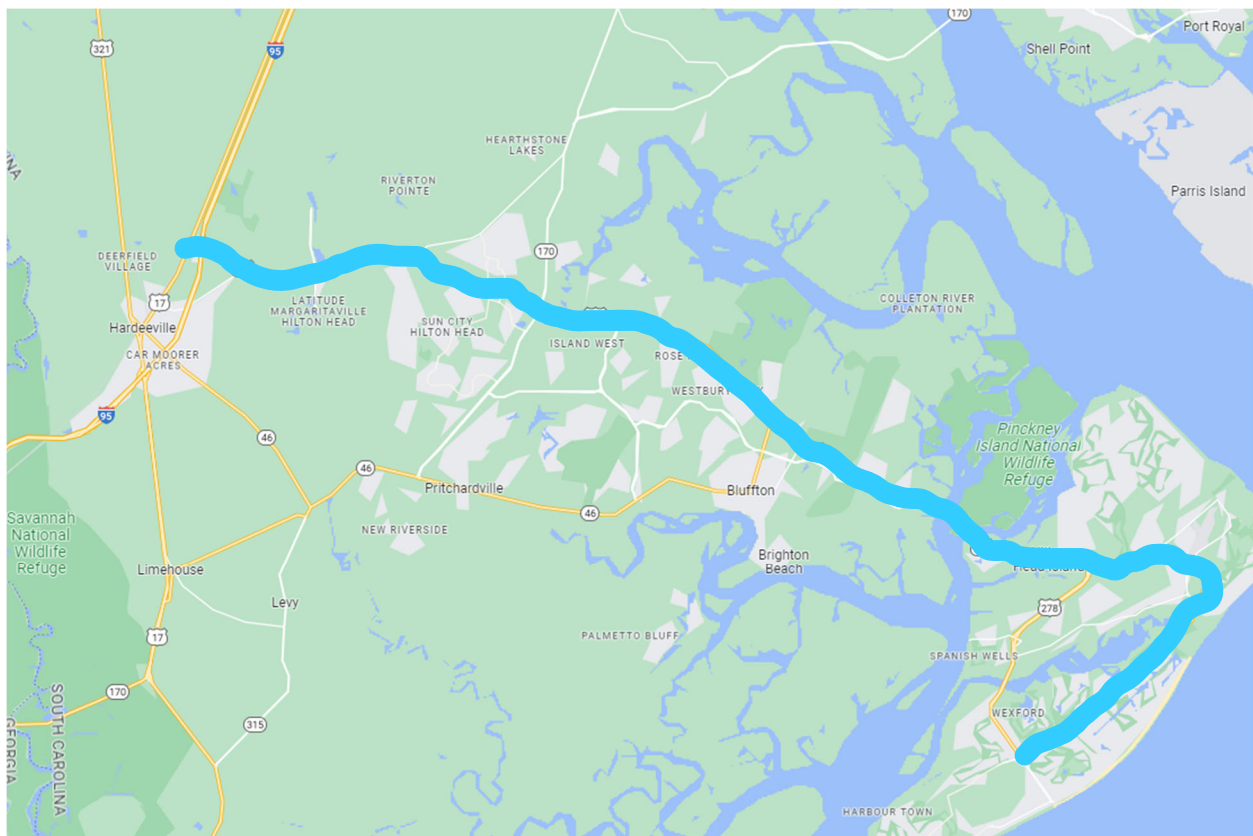
For the future success of the US 278 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to validating capacity analysis (LOS), traffic operations, addition, deletion and coordination of traffic signals, network connectivity, and access management along the corridor.

The preferred design will consider all users and land uses along the corridor to create an implementation plan that can be adopted by the stakeholders. The proposed improvements could consider short-term improvements, such as installing traffic signals, lighting, improved crossings, and radius improvements; mid-term improvements, such as installing turn lanes with traffic signals and medians for access management; long-term improvements, such as widening, on/off ramp reconfiguration, new interchanges, intersection re-alignment, and backage roads. It will also include the preferred alternative for the I-95 Exit 8 interchange, as proposed by others. Depending upon the study findings, this may not recommend a widening for the entire length but may recommend improvements for some sections of the corridor.

Corridor improvements will also implement bicycle and pedestrian accommodations to comply with SCDOT's Complete Streets Policy, Beaufort County CONNECTS, and Jasper's Journey Comprehensive Master Plan 2018.

This project is a LATS study and is being administered by Beaufort County. Funding will be provided through SCDOT's LPA Office. This study will incorporate and evaluate other developed plans. Building on those efforts this study will establish a complete plan for the US 278 corridor. Coordination will also be conducted during the study with each local government and SCDOT to solicit input and form a consensus on the future of the 30-mile corridor.

Figure 1 Project Location



1. PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination between Beaufort County and the Consultant. Beaufort County and the Consultant will work collaboratively during the entire production process. This task includes coordination and correspondence with Beaufort County, management of study efforts, as well as management of the Consultant's sub-consultants and team members.

1.1. Coordination Meetings

Consultant staff will meet with Beaufort County throughout the duration of the project to discuss project work items and general project coordination.

Assume six (6) meetings [three (3) in-person and three (3) virtual meetings]. The Consultant will prepare meeting agendas and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate personnel.

1.2. Monthly Invoice / Status Reports

With every monthly invoice, the Consultant's Project Manager will prepare a monthly status report. This report will identify work conducted during that month as well as work anticipated in the upcoming month, along with any items needed from Beaufort County.

1.3. Deliverables

- ✓ Agendas, meeting materials, and meeting minutes
- ✓ Invoices and status reports

2. SYSTEM / FACILITY IDENTIFICATION

The Consultant in cooperation with local planners will identify the existing and proposed transportation facilities; roadways (minor collectors, major collectors, arterials, highways, and freeways), interchanges, and major intersections (unsignalized and signalized); sidewalk and bikeway/path systems and public transit routes (local and from outside the area).

In cooperation with the same parties, the Consultant will also identify existing and proposed land developments within the county; activity centers, neighborhoods, and recreation facilities with the potential to support transit, walking, and bicycling.

2.1. Overview of Previous Work

The Consultant will obtain information concerning planned and approved development projects affecting traffic within the corridor area from LATS, Beaufort County, Jasper County, Town of Hilton Head Island, Town of

Bluffton, City of Hardeeville, and SCDOT. Information concerning projected land uses, zoning and development planning documents will also be obtained.

2.2. Existing Plan Assessment and Coordination

The Consultant will Identify any conflicts or synergy with existing or proposed projects within and adjacent to the planning area, to include, but not be limited to:

- Corridor and New Alternate Feasibility Study - SC 46 / SC 315 from SC 170 to US 17
- US 278 Corridor Study – Whyte Hardee Road to Argent Boulevard
- US 278 Corridor Study – Argent Boulevard to SC 170
- I-95 Improvements – MM 0 to MM 8
- LCOG SC 170 Corridor Access Management Study – Okatie Center Blvd S to SC 462
- US 278 Bridge Replacement and Corridor Improvements: various studies – Moss Creek Dr/Buckingham Plantation Dr to Wild Horse Rd/Spanish Wells Rd
- SC 170 Corridor Study – SC 46 to US 21 Bus. (Boundary St)

The Consultant will evaluate which components fit the overall corridor context of this study and which elements may be suitable for revisions. Recommendations from each of these prior projects will be considered.

2.3. Deliverables

- ✓ Incorporate future trip generators for final report
- ✓ Summarize management systems for final report
- ✓ Summarize existing plan assessment for final report

3. DATA COLLECTION

3.1. IMPACTS ANALYSIS

The impacts analysis task will perform a “high-level” identification of the natural environment and human impacts that could likely be affected by any of the candidate US 278 improvement alternatives. Typical elements to be identified and mapped would include:

- Natural Resources/Endangered Species
- Wetlands/Water Quality
- Farmlands
- Hazardous Materials/Underground Storage Tanks
- Cultural Resources (Historical/Archaeological)
- Residential/Business Displacements
- Land Use/Community Impacts

- Section 4(f)/6(f) properties

The above information will be developed through the Consultant research of existing documented materials as well as field visits by the Consultant team. No detailed site exploration work is anticipated in this task. The sensitive resources noted above would be mapped with the study corridor in a GIS format.

3.2. Field Investigation

The Consultant will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area as well as to document any existing deficiencies or safety concerns. Observations may include, but not be limited to, the following: existing speed limits, geometrics, lane assignments, type and length of turn lanes, traffic control, signage, pavement markings, signal configuration, signal design details, signal timings, pedestrian and bicyclist accommodations, clear zone, sight distance, driveway access, and any other pertinent field data or safety concerns.

3.3. Roadway Data Collection

This will include obtaining available roadway plans from SCDOT and local entities to determine geometry, rights-of-way, access management, multimodal facilities, and supporting utilities and infrastructure.

3.4. Land Use Data Collection

Available land use and relevant geographic information system (GIS) data would be provided by Beaufort County, Jasper County, LCOG, and local municipalities. Consultant will gather publicly available GIS data relevant to the study area, and the Consultant will coordinate with local jurisdictions to review future traffic impacts and traffic patterns.

3.5. Crash Data Collection

At the request of Beaufort County, the SCDOT Traffic Office will provide the study with recent crash data from South Carolina Department of Public Safety (SCDPS).

3.6. Traffic Volume Data Collection

The Consultant will obtain class / volume ADT tube counts on a typical weekday while the local public schools are in session at strategic locations along the corridor.

- Twenty (20) locations along US 278 are anticipated.

The Consultant will obtain turning movement counts for capacity analysis in the study area or utilize recent counts from available studies. Turning

movement counts will be collected between 7:00 and 9:00 AM and 2:00 and 6:00 PM in 15-minute intervals on a typical weekday while the local public schools are in session. Fifty-five (55) locations along US 278 are anticipated. Additional turning movement counts for traffic signal warrant analysis are not included.

1. US 278 (Independence Blvd) at US 17
2. US 278 (Independence Blvd) at I-95 SB Ramps*
3. US 278 (Independence Blvd) at I-95 NB Ramps
4. US 278 (Independence Blvd) at Henry Moss Blvd*
5. US 278 (Independence Blvd) at John Smith Rd
6. US 278 (Independence Blvd) at Brickyard Rd
7. US 278 (Independence Blvd) at Latitude Blvd/Lakeside Blvd N*
8. US 278 (Independence Blvd) at Auto Mall Blvd
9. US 278 (Independence Blvd) at Argent Blvd
10. US 278 (Independence Blvd) at S Campus Dr/D Mark Cummings Rd*
11. US 278 (Fording Island Rd) at University Blvd/ New River Parkway
12. US 278 (Fording Island Rd) at University Blvd
13. US 278 (Fording Island Rd) at Sun City Blvd*
14. US 278 (Fording Island Rd) at Okatie Center Blvd S/Palmer Grace Dr

W*

15. US 278 (Fording Island Rd) at SC 170 EB & WB Ramps
16. US 278 (Fording Island Rd) at Hampton Parkway/Pepper Hall Rd
17. US 278 (Fording Island Rd) at Toyota Dr/Graves Property*
18. US 278 (Fording Island Rd) at Buckwalter Parkway*
19. US 278 (Fording Island Rd) at St. Gregory Dr*
20. US 278 (Fording Island Rd) at John Smith Lane
21. US 278 (Fording Island Rd) at Whiteoaks Cir/Rose Hill Way*
22. US 278 (Fording Island Rd) at Buck Island Rd/Belfair Oaks Dr*
23. US 278 (Fording Island Rd) at Simmonsville Rd/Belfair Village Dr*
24. US 278 (Fording Island Rd) at SC 46/Waterford Dr*
25. US 278 (Fording Island Rd) at Target/The Home Depot*
26. US 278 (Fording Island Rd) at Burnt Church Rd/Trimblestone Rd*
27. US 278 (Fording Island Rd) at Sawmill Creek Rd/Tanger Outlet 1*
28. US 278 (Fording Island Rd) at Malphrus Rd/ Colleton River Dr*
29. US 278 (Fording Island Rd) at Tanger Outlet 2*
30. US 278 (Fording Island Rd) at Moss Creek Dr/Buckingham Plantation

Dr*

31. US 278 (William Hilton Pkwy) at Bluffton Parkway
32. US 278 (William Hilton Pkwy) at Pinckney Wildlife Refuge
33. US 278 (William Hilton Pkwy) at Blue Heron Point Rd

34. US 278 (William Hilton Pkwy) at Gateway Dr/Crosstree Dr*
35. US 278 (William Hilton Pkwy) at Squire Pope Rd*
36. US 278 (William Hilton Pkwy) at Spanish Well Rd/Wild Horse Rd*
37. US 278 Bus. (William Hilton Pkwy) at Gumtree Rd*
38. US 278 Bus. (William Hilton Pkwy) at Wilborn Rd/Jarvis Park Rd*
39. US 278 Bus. (William Hilton Pkwy) at Pembroke Dr/Museum St*
40. US 278 Bus. (William Hilton Pkwy) at Whooping Crane Way/Indigo Run
- Dr*
41. US 278 Bus. (William Hilton Pkwy) at Garner Dr*
42. US 278 Bus. (William Hilton Pkwy) at Mathews Dr*
43. US 278 Bus. (William Hilton Pkwy) at Dillon Rd*
44. US 278 Bus. (William Hilton Pkwy) at Coggins Point Rd*
45. US 278 Bus. (William Hilton Pkwy) at Beachwood Dr*
46. US 278 Bus. (William Hilton Pkwy) at Folly Field Rd/Mathews Dr*
47. US 278 Bus. (William Hilton Pkwy) at Singleton Beach Rd*
48. US 278 Bus. (Cross Island Parkway) at Point Comfort Rd/Arrow Rd*
49. US 278 Bus. (William Hilton Pkwy) at Shelter Cove Ln* (NW)
50. US 278 Bus. (William Hilton Pkwy) at Shelter Cove Ln* (by HH Tavern)
51. US 278 Bus. (William Hilton Pkwy) at King Neptune Way/Queens Folly
- Rd*
52. US 278 Bus. (William Hilton Pkwy) at Queens Way*
53. US 278 Bus. (William Hilton Pkwy) at Wexford Dr/Shipyard Dr*
54. US 278 Bus. (William Hilton Pkwy) at Arrow Rd*
55. US 278/US 278 Bus. (Palmetto Bay Rd/William Hilton Rd) at Pope Ave, Greenwood Dr** (Sea Pines Circle)

* Denotes Signalized Intersection

**Denotes Roundabout

3.7. Existing Transportation Facilities

With the information obtained from the Data Collection Task, the Consultant will perform the following:

- AM / PM peak capacity analysis, Levels of Service (LOS) for roadway segments, interchanges, and intersections using Syncro Software and report 95th percentile queues
- Arterial analysis to obtain travel time delay using Syncro / SIM traffic or Highway Capacity Software
- Travel cost increase
- Excess delay index and delay ratio

The Consultant will also prepare a crash analysis based on various crash characteristics such as lighting conditions, crash type, contributing factors, pavement conditions, etc. Crashes will also be mapped using GIS to

establish any spatial trends in crash locations, The findings of the crash analysis will be used to identify any trends and areas of concern that may be suitable for safety improvements. The findings of this analysis will be communicated with Beaufort County and used to identify areas of focus moving forward in the project.

The Consultant will also review the study area and prepare an inventory of existing land use data, roadway geometry data, multimodal facilities, and supporting utilities and infrastructure.

3.8. Deliverables

- ✓ Deficiencies of the existing transportation system
- ✓ An analysis that incorporates collected and existing data into future modeling and recommendations

4. DATA ANALYSIS

4.1. Best Practices

The Consultant will assess best practices in travel demand modeling, land use projections, complete streets, access management, travel demand management, and pedestrian and transit planning for possible application to this study.

4.2. MAP-21 / Most Current Federal Guidance

The Consultant will summarize the set of performance measures that address the requirements of the MAP-21 or most current federal guidance. This set of performance measures shall include measures outlined in the current transportation legislation, where a final rule has been established.

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
- **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System
- **System Reliability** - To improve the efficiency of the surface transportation system
- **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development

- **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment
- **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

4.3. Transit

The Consultant, in cooperation with providers (Lowcountry RTA, Assisted Rides, Neighbor to Neighbor, and SCDOT-OPT for years 2020 to 2045) will determine if and when services are needed. The following will be reviewed:

- Population served
- Existing and future routes
- Stop locations and spacing
- Frequency
- Travel time
- Ridership levels

4.4. Pedestrian and Bike Facilities

The Consultant will assess the quality of the walking/biking environment in developed areas along the corridor. The assessment will consider all existing facilities and recommend improvements consistent with SCDOT's Complete Streets Policy, Beaufort County CONNECTS, and Jasper's Journey Comprehensive Master Plan 2018.

4.5. Future Transportation Facilities

With the information obtained from tasks 2, 3, and 4, the Consultant will collect historic ADT data from SCDOT and Lowcountry Regional travel demand model volume projections to establish growth rates in vehicular traffic and to forecast Design Year traffic volumes. The design years will be 10 years and 20 years from year 2030, or as directed by Beaufort County.

Future scenarios for the AM and PM peak hour:

- 2040 and 2050 No Build
- 2040 and 2050 Build

The following conditions will be evaluated:

- Implementation of recommendations from previous studies
- Trip distribution and traffic assignment
- Design hour volumes (DHV)
- Peak season volumes (ADT)

- Capacity analysis (LOS)
- Traffic operations, including signage and signalization
- Travel time increase (Delay)
- Travel cost increase (vehicle operating cost, time cost, accident cost)
- Excess Delay index and delay ratio
- Addition, deletion and coordination of traffic signals
- Aesthetics
- Ingress / Egress to businesses
- Deficiencies of each scenario
- Network connectivity
- Emergency evacuation
- Induced travel from improvements
- Access management

Using the collected data, Consultant will use land use, demographic, freight traffic, and other regional factors to identify existing development trends to forecast future travel demand. Approved development traffic will be considered with approved development traffic and site plans provided to the Consultant by the local entities.

Future Conditions, No-Build

Using the existing development trends and historical traffic, Consultant will project future demand along the study area corridors to evaluate and identify anticipated deficiencies. The future analysis will be estimated for an interim year and horizon year, as established by Beaufort County, using the latest version of Synchro traffic analysis software. The future conditions, no-build analysis assumes the existing roadway network remains the same, unless approved developments have committed improvements to the roadway network.

The future conditions no-build may include the US 278 (Independence Blvd) at I-95 ramps improvements as well as traffic diversion that may be a result of the I-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the SC 46/SC315 Corridor and New Alternate Feasibility Study.

Future Conditions, Build

Prior to conducting detailed analyses of the identified alternatives, Consultant will review potential alternatives to identify any fatal flaws that will prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to determine what

improvements and new roadway connections can be accommodated without significant impacts to adjacent buildings, natural resources, and/or private properties.

Using the traffic model developed in previous tasks, Consultant will develop traffic models for the Build year. The model will be coded using the future-year traffic projections identified in earlier tasks. The Build year volume development may include the US 278 (Independence Boulevard) at I-95 Ramps improvements as well as traffic diversion that may be a result of the I-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the Corridor Study for SC 46/SC 315 and New Alternate Feasibility Study.

4.6. Concept Plans

The Consultant will develop design concepts on aerial imagery for the various transportation improvements. This includes developing CAD designs (15-20%) level of detail for the corridor that show the plan view layout of proposed roadway and bike/ped improvements, existing right of way and property lines per Beaufort County GIS, and approximate new right of way. The concept plans will be presented on 36" color plots at 1"=100' scale. Where the layout permits, the plots will show the corridor in two rows (upper and lower). Approximately 35 sheets are anticipated for the corridor.

Based on these design concepts the Consultant will develop an Opinion of Probable Costs (OPC).

4.7. Deliverables

- ✓ Summarize best practices for final report
- ✓ Summarize performance measures for final report
- ✓ Summarize transit data for final report
- ✓ Summarize ped / bike findings and how bike / ped facilities can be addressed in new development for final report
- ✓ Develop two scenarios for growth and traffic modeling for final report
- ✓ Summarize design concepts and cost estimates for final report

5. PUBLIC ENGAGEMENT/INVOLVEMENT

The public involvement task has been designed to allow input from the stakeholders and public to the project team as well as the project team to provide information back. The Consultant will develop the following:

5.1. Project Branding

The Consultant will develop a branding theme for the corridor study, which will include a project moniker, color scheme, and project logo. The Consultant will incorporate the brand into materials generated by the project team.

5.2. Website

Early in the process, the Consultant will coordinate with the Client team to include a webpage (linked to the Client team's preferred website) dedicated to the US 278 Corridor Study. The Consultant will create a website or County/LCOG/other agency can host a webpage on their existing website. The website may include materials provided by the Consultant's past presentations, articles, concept designs, meeting schedules/agenda's, project material, survey questions/results and links to other resources. The Client team may also conduct social media posts such as Facebook or Twitter to enhance public awareness of the project.

5.3. Web Based Technology

The Consultant will create an interactive online mapping exercise to solicit public input related to problem areas, needs and potential solutions along the corridor. The interactive online mapping will be hosted for 30 days.

The Consultant will create and host an online (and hardcopy) survey during the outset of the project. The survey will contain up to five (5) questions related to the study area to obtain public input. The purpose of the survey is to collect information relative to corridor perception, issues, problem areas and desired outcomes. The Client team/Consultant will administer hard copies of the survey at select meetings to enhance coverage. The online survey will be hosted for 30 days.

5.4. Public Information Meetings

The Consultant will prepare a detailed Public Involvement Plan (PIP) incorporating project branding.

There will be four separate public information meetings during this study. These meetings will be designed in the public meeting open house format, with appropriate boards displaying the alternatives and corresponding handout materials. The Consultant will prepare for and attend the meetings, coordinate with Beaufort County to schedule and advertise, prepare meeting materials, compile public comments and prepare responses, and prepare meeting summary.

The locations for the public meetings will be guided by the Client team/Consultant. The public information meetings will be held to cover each of the corridor sections (Hilton Head Island, Bluffton, and Hardeeville).

Public Meeting 1: Two meetings will be held: 1) Bluffton/Hilton Head Island area and 2) Bluffton/Okatie/Hardeeville area. The purpose of the meeting will be to review the existing and future no-build conditions and obtain public input on the deficiencies found in the existing and no-build analysis.

Public Meeting 2: Two meetings will be held: 1) Bluffton/Hilton Head Island area and 2) Bluffton/Okatie/Hardeeville area. The purpose of the meeting will be to present the preferred alternatives.

5.5. LATS Presentation

The Consultant will coordinate and prepare materials for one presentation. It is anticipated that the public presentation will be to LATs presenting study findings and recommended improvements.

5.6. Stakeholder Meetings

The Consultant will be prepared to meet with LATs, Jasper County, Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, and SCDOT as applicable to discuss the study. The Consultant will provide plans and project documents to present at the meetings. For scoping purposes, up to twelve (12) meetings are assumed.

With the help of Beaufort County, the Consultant intends to meet with local stakeholders individually or as a group. The first meeting will be in person to describe the process, discuss traffic findings, and tabulate concerns in their governing sections. The second meeting will be virtual where the Consultant and Beaufort County will present the results.

At the conclusion of the local stakeholder coordination the Consultant and Beaufort County will present the results to SCDOT.

5.6. Deliverables

- ✓ Branding Guidelines
- ✓ Website content and updates
- ✓ Public Involvement Plan
- ✓ Public Information Meeting Staff and Materials
- ✓ LATs Presentation Meeting Staff and Materials
- ✓ Other meeting staff and materials

6. CORRIDOR STUDY DOCUMENTATION

Prior to conducting detailed analyses of the identified alternatives, the Consultant will review potential alternatives to identify any major challenges that could prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to ascertain the level of effort required to implement improvements and new roadway connections that would adversely impact adjacent buildings, natural resources, and/or private properties. The traffic data will be studied to determine the anticipated future traffic volumes in the corridor and to assess the need for widening a portion or the entire corridor. The various concept plans and cost estimates will be analyzed to determine the most feasible recommendations for this corridor. This Action Plan will provide an implementation strategy based upon measures of effectiveness (LOS, V/C, delay, travel time, speed, queuing, etc.) that prescribes a time-based schedule of improvements (ex: intersection fails in 2030, given a 18 month project schedule, the recommended improvements should be advertised by fall of 2028), overall project costs, and outlines the order of responsibility for funding and implementing (ex: County funds "X" improvement, SCDOT implements; County funds "X" improvement, County implements; or Municipality funds "X" improvement, County implements, etc.)

6.1. Deliverables

- ✓ Electronic PDF of the draft report will be submitted to Beaufort County for initial review and comment
- ✓ Electronic PDF copy of the Final report with executive summary and one page fact sheet

7. EXCLUSIONS

The following services are not provided in this scope:

- Field Surveys
- Crash Diagram Analysis
- Benefit / Cost Analysis
- Environmental investigations, detailed site exploration work, NEPA, and other permitting
- Utility Coordination
- Grant Writing



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 25.

ITEM TITLE:
Recommendation of a contract award to Kimley Horn and Associates, Inc. for the Intelligent Transportation System (ITS) Regional Master Plan for various corridors in Beaufort and Jasper County (\$275,000)
MEETING NAME AND DATE:
Public Facilities and Safety Committee, November 18, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure 5 Minutes
ITEM BACKGROUND:
<p>This project is a Lowcountry Area Transportation Study (LATS) initiative to develop a plan for the technical architecture required to support ITS systems. ITS infrastructure will assist in advanced warning and increased flow capabilities for motorists along the busiest corridors in the region. Beaufort County has been authorized as a Local Public Agency (LPA) by SCDOT to administer the project.</p>
PROJECT / ITEM NARRATIVE:
<p>Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:</p> <ol style="list-style-type: none">1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island - approximately 36 miles2. SC 170 from US 21 Bus. (Boundary St) to SC 46- approximately 24 miles3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles4. SC 315 from US 17 to SC 46 - approximately 6 miles5. SC 46 from US 17 to US 278 - approximately 17 miles6. US 17 from SC 46 to SC/GA State line - approximately 14 miles7. US 17 from Beaufort/Colleton County Line to 1-95 - approximately 14 miles8. Argent Boulevard from US 278 to SC 170- approximately 4 miles9. SC 462 from SC 170 to Snake Road - approximately 3 miles10. Bluffton Parkway from SC 170 to US 278 - approximately 11 miles11. Buckwalter Parkway from US 278 to SC 46 - approximately 4 miles12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge - approximately 28 miles13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr)- approx. 3 miles14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128

(Savannah Hwy) - approximately 4 miles

15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

FISCAL IMPACT:

Total Cost of Contract is \$275,000.00. The project is funded 80% (\$220,000.00) with federal guideshare funds through LATS and 20% (\$55,000) with local funds from Beaufort County. The county funds will be encumbered from Capital Funds account 4000-80-1243-54500 with a balance of \$2,955,012.93.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the approval of a contract award to Kimley Horn and Associates, Inc. for the Intelligent Transportation System (ITS) Regional Master Plan for various corridors in Beaufort and Jasper Counties.

OPTIONS FOR COUNCIL MOTION:

Approve/deny the contract award to Kimley Horn and Associates, Inc. for the Intelligent Transportation System (ITS) Regional Master Plan for various corridors in Beaufort and Jasper Counties.

Next Steps: Move forward to County Council on 11/25/24 for approval/denial of contract award.

RESOLUTION 2024/60**A RESOLUTION ESTABLISHING AN AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) AND BEAUFORT COUNTY TO ALLOCATE FUNDING TO IMPLEMENT AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN FOR VARIOUS CORRIDORS WITHIN THE LATS STUDY AREA**

WHEREAS, the County Council of Beaufort County, in association with Lowcountry Area Transportation Study (LATS) and Jasper County desires assistance from SCDOT to implement an ITS Master Plan for various corridors within the LATS study area; and

WHEREAS, the basis for the ITS Master Plan is to develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally; and

WHEREAS, the expectation of the ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments; and that includes elements for the County to maintain eligibility for federal transportation funding for ITS/Advanced Traffic Management Systems projects; and

WHEREAS, the SCDOT offers a grant through the Surface Transportation Block Grant Program (STBGP) that provides up to \$275,000.00 dollars of funding to Beaufort County through LATS to prepare an ITS Master Plan Study that crosses Beaufort and Jasper County jurisdictional lines; and

WHEREAS, the STBGP grant requires a local government cash match of 20 percent of the total \$275,000.00 requested, in the amount of \$55,000.00 dollars; and

WHEREAS, Beaufort County government will be responsible for 100% of the \$55,000 dollar match; and

NOW, THEREFORE, BE IT RESOLVED, THAT COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA authorizes the County Administrator to fund a local match of \$55,000.00 for the preparation of the ITS Master Plan corridor study.

Adopted this 28th day of October 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock

Sarah W. Brock, Clerk to Council

**AGREEMENT BETWEEN THE
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
BEAUFORT COUNTY**

THIS AGREEMENT is made this _____ day of _____, 2024, by and between Beaufort County (hereinafter referred to as "SUBRECIPIENT") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCDOT to prepare a ITS Plan in the Lowcountry Transportation Area Study (LATS) region; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, SUBRECIPIENT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out SUBRECIPIENT's functions covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the Parties do hereby agree as follows:

I. PROJECT DESCRIPTION:

The Project will provide a regionally coordinated strategy to implement ITS within the region and help define a framework for ensuring institutional agreements and technical integration for ITS projects in the region due to congestion and anticipated growth.

EXHIBIT A (attached hereto and specifically made a part of this agreement) represents additional PROJECT details.

II. OBLIGATIONS OF PARTIES

A. SCDOT WILL:

1. Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III of this Agreement.

2. Identify an SCDOT employee, to serve as SCDOT's Contact for SUBRECIPIENT.
3. Review PROJECT deliverables as needed or required.
4. Perform all services required of SCDOT in accordance with SCDOT guidelines and policies.
5. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in performance of the work undertaken under this Agreement.

B. SUBRECIPIENT WILL:

1. Comply with the conditions noted in the SCDOT's qualifications letter dated January 12, 2024. This agreement is attached as Exhibit B and specifically made a part hereof.
2. Provide SCDOT, upon request, with copies of any deliverables produced for the PROJECT.
3. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.
4. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.
5. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCDOT and other State and Federal guidelines considered by SCDOT to be appropriate, including compliance with applicable sections of the SCDOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at <https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf>.
6. Use a consultant agreement that substantially follows the format of SCDOT's standard consultant agreement attached hereto as EXHIBIT D.

7. Provide to SCDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.
8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCDOT for audit and review upon request.
9. Provide to SCDOT monthly status reports for the PROJECT.
10. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.
11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions –i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCDOT, Office of Contract Assurance – Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at http://www.scdot.org/doing/contractor_Audit.aspx#subForm.
12. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

III. FUNDING:

- A. SUBRECIPIENT estimates the total cost for the PROJECT to be \$275,000.00.

B. SCDOT's maximum funding for the PROJECT is **\$220,000.00** (hereinafter referred to as "SCDOT's Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on December 2, 2022, for use of STBGP funds. SCDOT will sub-award the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.

C. SUBRECIPIENT is responsible for meeting federal matching fund requirements on SCDOT's Maximum Funding for the PROJECT.

1. The required match on this grant is **\$55,000.00**. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.

2. Funding Table:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	LATS Federal Guideshare Funds CFDA# 20.205	\$ 275,000.00	80%	\$ 220,000.00	0%	\$ -	20%	\$ 55,000.00	Beaufort County
	Total Project Cost	\$ 275,000.00		\$ 220,000.00		\$ -		\$ 55,000.00	

D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.

E. Based on the match requirements for the available fund sources, the SCDOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCDOT's Maximum Funding.

F. SCDOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCDOT. A reimbursement request or invoice is considered valid when it includes:

1. Identification of man-hours by task, classification and rate
2. A line item for overhead, where applicable
3. A listing of other direct costs
4. A listing of consultant/contractor services
5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications*, by an authorized representative of SUBRECIPIENT
6. Additional certifications relating to work performed as requested by SCDOT's Program Manager.

G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will

submit reimbursement requests/invoices to SCDOT not more often than monthly and SCDOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCDOT.

- H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a \$0.00 invoice if all reimbursements, not to exceed the SCDOT Maximum Funding, have been paid to SUBRECIPIENT.
- I. SUBRECIPIENT is responsible for refunding to SCDOT any funding provided to SUBRECIPIENT by SCDOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.
- J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. SCHEDULE:

- A. The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCDOT's written notice to proceed.
- B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.
- C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within 24 months of SCDOT's written notice to proceed.
- D. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCDOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCDOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCDOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

V. PROCUREMENT REQUIREMENTS:

SUBRECIPIENT shall procure all goods and services necessary for the PROJECT in accordance with the following requirements:

- A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
 - 1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or

2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.
- B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.
- C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCDOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

- A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCDOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.
- B. The Parties hereto agree to conform to all applicable SCDOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- D. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein. SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.
- E. By execution of this Agreement SUBRECIPIENT does hereby agree:
 1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
 2. to provide SCDOT with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-705, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.
- H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.
- I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.
- J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCDOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

VII. SUCCESSORS AND ASSIGNS:

SCDOT and SUBRECIPIENT each bind themselves and their respective successors and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer their respective interest in the Agreement without the written consent of the other.

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

This Agreement is made and entered into for the sole protection and benefit of SCDOT, SUBRECIPIENT, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

IX. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

X. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their
behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

Witness

By: _____
(Signature)

Title: _____

Unique Entity Identification No.:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION



Witness

By: _____
Deputy Secretary for Finance & Administration or
Designee

RECOMMENDED BY:

By:  _____
Deputy Secretary for Planning or Designee

REVIEWED BY:

By:  _____ 
Director of Planning

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE

SCDOT SIGNATURE

DATE

SUBRECIPIENT SIGNATURE

EXHIBIT A

PROJECT DETAILS

(see Attached)

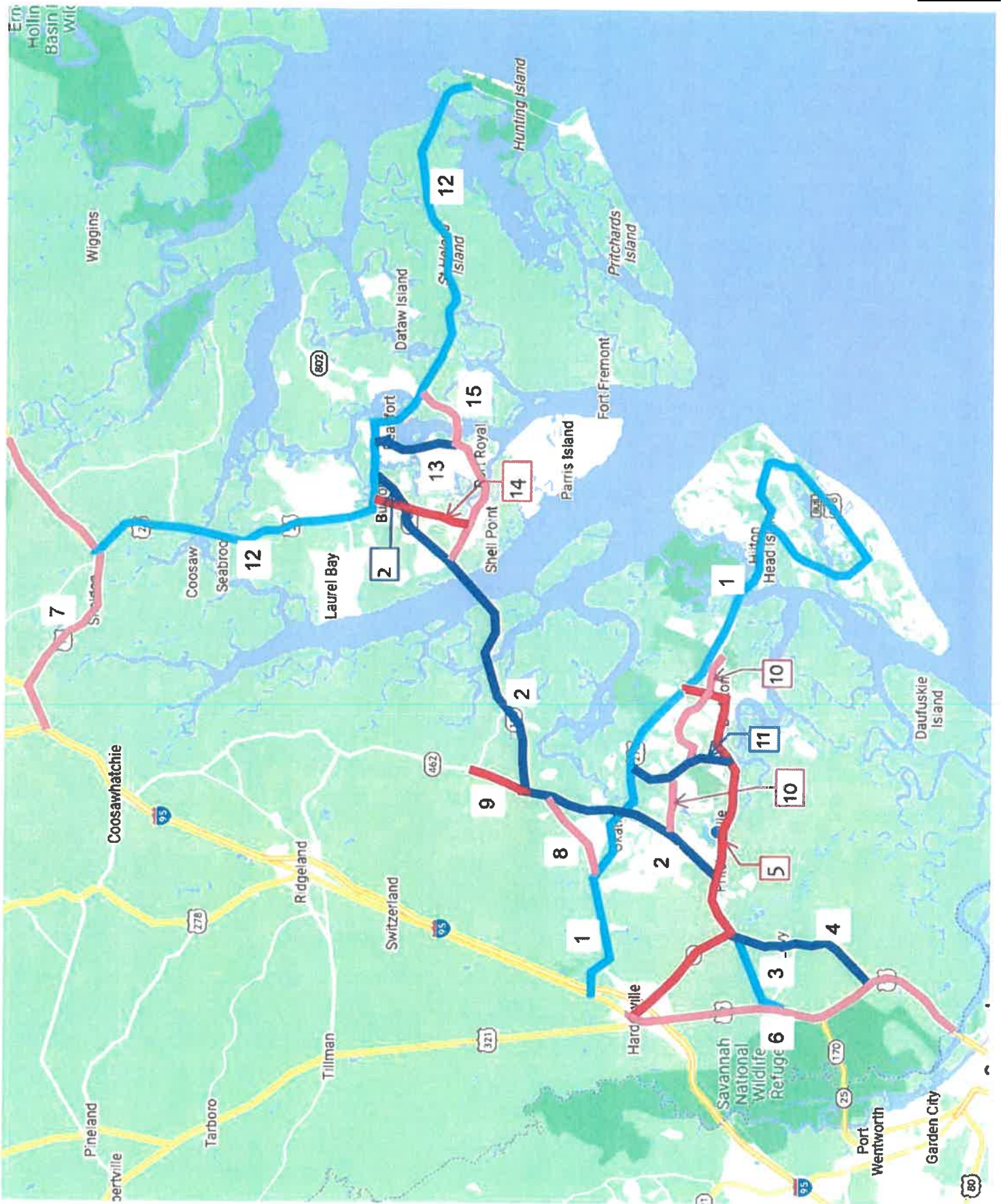
**ITS MASTER PLAN
VARIOUS CORRIDORS IN LATS STUDY AREA
BEAUFORT COUNTY**

PROJECT UNDERSTANDING

Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:

1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island – approximately 36 miles
2. SC 170 from US 21 Bus. (Boundary St) to SC 46 – approximately 24 miles
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles
4. SC 315 from US 17 to SC 46 – approximately 6 miles
5. SC 46 from US 17 to US 278 – approximately 17 miles
6. US 17 from SC 46 to SC/GA State line – approximately 14 miles
7. US 17 from Beaufort/Colleton County Line to I-95 – approximately 14 miles
8. Argent Boulevard from US 278 to SC 170 – approximately 4 miles
9. SC 462 from SC 170 to Snake Road – approximately 3 miles
10. Bluffton Parkway from SC 170 to US 278 – approximately 11 miles
11. Buckwalter Parkway from US 278 to SC 46 – approximately 4 miles
12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge – approximately 28 miles
13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr) – approx. 3 miles
14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128 (Savannah Hwy) – approximately 4 miles
15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

See locations on project map as shown by above number:



SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Administration

Project administration spans the duration of the project and is crucial to the success of the project. This task involves the monitoring and coordination of services to be provided to Beaufort County (“the County”) to achieve timely and efficient completion of the project. Included in this task are the project control and management, reporting requirements, project status meetings, and schedule development and maintenance.

Task 1.2 Project Control and Management

The Consultant will be responsible for the day-to-day activities of managing the Project, which is assumed to have a duration of 12 months. Specific activities include ongoing reassessments of contract and schedule adherence.

Task 1.3 Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the County. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics.

Task 1.4 Project Status Meetings

In addition to the reporting requirements outlined above, virtual project status meetings with the County will help the Consultant maintain schedule and contract adherence. It is assumed that project status meetings will be held once per month, by means of a virtual meeting.

Task 1.5 Schedule Development

The Consultant will develop a project schedule for review and approval by the County.

Task 1.6 Presentations to LATS

The Consultant will conduct up to two presentations to LATS. The first presentation will present the recommended project approach and schedule. The second presentation, if requested, would be focused on status update or findings.

The first workshop, ITS Vision and Needs Workshop, will focus on the development of the long-term vision for transportation technology within the County. The second workshop, ITS Recommendations Workshop, will focus on draft recommendations and project prioritization methodology.

TASK 2 CONCEPT OF OPERATIONS

It is important to establish a solid platform that defines how the counties operate today and how the counties would like to operate in the future. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The ConOps represents the counties’ day-to-day conditions and activities (operation) as they pertain to ITS system needs. It describes the purpose,

the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. The Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms. The Consultant will conduct one workshop with LATS and Beaufort County to go over the recommendations from the Concept of Operations. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

Deliverables:

Concept of Operations Memo

Workshop with LATS and Beaufort County

TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

The basis for the ITS Master Plan is to first develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally. The County will provide the Consultant with existing spreadsheets, GIS inventory, or other forms of data of the existing infrastructure and assets. Assets that shall be incorporated into the database include the traffic signal equipment, detection, cameras, fiber network (if existing), and other traffic control devices (Blue Toad, vehicle approaching warning flashers, radar speed feedback signs, rectangular rapid flashing beacons, school beacons, and others).

It is anticipated that the Consultant will rely on the information provided by the County and will not be responsible for field verification or field inventory. The Consultant's effort will be focused on obtaining the existing asset inventory from various existing sources (i.e., spreadsheets, ATMS, etc.), and consolidating into a single GIS inventory and associated database that is consistent with the County's other available inventories.

In addition to the County inventory, the Consultant shall document the central management software and hardware and existing interconnectivity and interoperability with adjacent jurisdictions and relevant state owned and maintained assets.

In addition, the consultant will work with the County to develop an ITS Asset Management Process to clearly define the roles and responsibilities of key personnel who will maintain the data. The Consultant will summarize findings in an Existing Conditions Technical Report which will be incorporated as a chapter into the final Master Plan document.

Consultant will conduct one workshop with LATS and Beaufort County to go over the results from the Existing Conditions and Asset Inventory. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

Deliverables:

GIS Database of assets inventory

Existing Conditions Technical Report

TASK 4 NEEDS ASSESSMENT

The needs assessment should be divided into two focus areas: existing and planned/future. For assessing existing needs, the Consultant shall evaluate the County's current ITS inventory and identify gaps in the system (communications, connections, interoperability, etc.). The future needs assessment shall focus on how the County can achieve a robust communications plan and connection of traffic control or monitoring devices as well as address ITS gaps. Future needs will also include a County Traffic Management Center. The emerging technologies assessment shall focus on what the counties need to be planning for related to autonomous and connected vehicles (if a desire) as well as other emerging transportation technologies.

The Consultant will coordinate with the County to verify the current understanding of future projects and develop assumptions regarding the number and location of future signalized intersections and ITS devices, video transmission and display technologies, and center to center connection needs. Additionally, the Consultant will review vehicular traffic data, crash data provided by the South Carolina Department of Public Safety, truck traffic data, demographics, anticipated future projects, and growth metrics, as available, to analyze future system needs.

INRIX/RITS data will be used to portray congestion hot spots throughout the County. Weekday (Tuesday, Wednesday, and Thursday) traffic during peak morning (6:00 AM to 9:00 AM) and peak evening (4:00 PM to 6:00 PM) will be analyzed.

The Consultant will look at device deployments and closely consider communication needs for each focus area. The Consultant will work with the County to identify emerging technology needs based on the established vision.

The Consultant will conduct a meeting with the County to review the existing, future, and emerging technology system demands. At this meeting the County will verify the data gathered and assumptions made by the Consultant prior to bandwidth analysis being performed.

The Consultant will use the assumptions and capacity data gathered to determine current network bandwidth deficiencies. Three-time horizons will be assessed: existing, future, and emerging. The emerging technology bandwidth estimates will be a high-level expectation of what is known today with an assumption of future growth. These bandwidth deficiencies will be expressed in number of fibers consumed and digital throughput as appropriate. The demand estimates will be compared to the capacity estimates determined under this task. The County's current network architecture will be evaluated based on the identified deployment needs as well as bandwidth needs. The Consultant will analyze the current network architecture and develop a plan to migrate to a redundant communications network, which will be capable of supporting the identified needs.

The Consultant will summarize findings in a Needs Assessment Technical Report which will be incorporated as a chapter into the final Master Plan document.

Deliverables:

System Demand Need Meeting
Needs Assessment Technical Report

Excluded:

A staffing plan and layout of the Traffic Management Center would be an additional service to this Task.

TASK 5 ITS MASTER PLAN

The County's expectation of an ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments. The ITS Master plan shall have three phases: 2023-2025 Critical Needs; 2025-2027: Desired Improvements; and 2027-2033 10-Year Vision and Long-Range Plan. The Master Plan shall be organized to provide action steps on how to achieve project goals, project phasing, probable costs, and implement ITS architecture. Project recommendations will provide high level device locations correlated with fiber optic cable infrastructure to determine device grouping based on available bandwidth, video latency constraints, device proximity, and high-level network architecture. Preliminary recommended placement of distribution switches/routers and core/central routers will also be made based on high-level network architecture.

The Consultant will prepare high-level cost estimates for project recommendations. The Consultant will work with the County to develop a consistent methodology for prioritizing projects that is data driven and easy to communicate to decision makers. Projects will be divided into three phases: Critical Needs, Desired Improvements, and 10-Year Vision / Long-Range Plan. The Consultant will develop summaries of each phase recommendations that can be used as easy reference. In addition, the Master Plan shall include elements for the County to maintain eligibility for federal transportation funding for ITS/ATMS projects.

The Consultant will develop project descriptions for up to 7 projects for inclusion or in consideration of incorporation into the County's Capital Improvement Program (CIP). Each project will be uniquely identified with a title, description, basis for recommendation, and an estimated construction cost.

Deliverables:

System Plan and Recommended projects in GIS
ITS Master Plan

TASK 6 ON-CALL SERVICES

This task is reserved for additional services not defined in the above-described services that are deemed necessary by County staff. The scope of services performed under this task would be mutually agreed upon by both parties and performed only after a written direction. All labor hours would be reimbursed

on an hourly rate schedule as reflected in Exhibit C. It is anticipated that no additional expenses would be incurred. Any travel required would be combined with another task activity identified above.

ADDITIONAL SERVICES

The Consultant can provide additional services for an additional fee upon request. The suggested additional services may include the following:

Field installation of Global Positioning Systems (GPS) Equipment

Optimized traffic signal timing is effective when the clocks in the traffic controller are all synchronized to a common reference time. GPS clocks are a low-cost effective means to achieving synchronized time. The Consultant can install County-purchased GPS clocks and configure the traffic signal controller appropriately. Alternatively, the Consultant can provide instruction and demonstration to County staff on this task.

Traffic Engineering

The Consultant can provide traffic engineering functions such as plan review related to proposed developments, signal warrant analyses, traffic signal design, intersection geometric design modifications.

SCHEDULE

The schedule for Tasks 1-5 is 12 months. For Task 6 and Additional Services, the schedule would be determined at the time of the request for these services.

EXHIBIT B

Qualifications Letter from SCDOT dated January 12, 2024
(See attached)



January 12, 2024

Mr. Jared Fralix, PE
 Assistant County Administrator
 Beaufort County
 100 Ribaut Road
 Beaufort, South Carolina 29902

RE: Qualification Determination – Multiple Management Plans

Dear Mr. Fralix:

The South Carolina Department of Transportation (SCDOT) has reviewed the County's request and it has been determined that the County is qualified to administer the following plans:

1. ITS Master Plan
2. SC 170 Access Management Plan
3. US 278 Access Management Plan

The County's approval will be effective for three years. During this period, the County is responsible for providing any changes to processes that were used to qualify them initially as a Local Public Agency (LPA). The County will not be required to reapply for administration of subsequent projects of similar or lesser scope within the three year certification period. However, the County will be required to submit an abridged LPA Qualifications Evaluation Form providing project specific information in order to initiate the agreement process.

This letter serves only as notification to the County of its approval to administer and manage these plans. No work shall begin (work includes any activities including, but not limited to, advertisement and hiring of consultants) until an executed financial agreement is issued by SCDOT and you receive a formal notice to proceed with these plans.

SCDOT looks forward to working with you to complete these plans. If you have any questions or require additional information, please do not hesitate to contact SCDOT's Regional Planning Manager, Mr. Lyle Lee at (803) 737-1345.

Sincerely,

Yolanda D. Byrd
 LPAA Coordinator

Enclosure

cc: Michael Peterson, Director of Planning
 Darrin Player, Chief Procurement Officer
 Susan Stone, Director of Contract Assurance
 Nicholas Pizzuti, Chief of Professional Services Contracting
 Christina Lewis, Statewide Planning Chief
 Lyle Lee, Regional Planning Manager
 File: ByrdYD/PlanningOffice



Post Office Box 191
 Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
 TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
 AFFIRMATIVE ACTION EMPLOYER

EXHIBIT C
CERTIFICATION OF PROCUREMENT

1. The undersigned is the duly authorized representative of

(hereinafter referred to as "the SUBRECIPIENT").

2. The Undersigned hereby certifies that the SUBRECIPIENT has complied with all the PROCUREMENT REQUIREMENTS set forth in Section V of this Agreement.

3. Attached is a list of all consultants, contractors and vendors used on the PROJECT, including name of vendors, dollar value of purchase and date of purchase.

Signature

Name

Title

Date

EXHIBIT D
STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

AND

SECTION I. GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this _____ day of _____, 20_____, by and between _____ (hereinafter referred to as "_____") and _____, a _____ *[Select one: Joint venture, individual, government agency, corporation, partnership or other. If joint venture, a copy of the Joint Venture MASTER AGREEMENT is required as an attachment]* organized and existing under and by virtue of the laws of the State of _____ and qualified to do business in the State of South Carolina, with its principal offices in _____ located at _____ (hereinafter referred to as "Consultant") (collectively "the Parties").

WITNESSETH:

WHEREAS, the _____ and the South Carolina Department of Transportation (hereinafter "SCDOT") have entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and

WHEREAS, _____ desires to employ Consultant to furnish personnel and render professional engineering services for the use and benefit of _____ in the development of the project as hereinafter more particularly described; and

WHEREAS, Consultant has represented to _____ that Consultant is experienced and qualified to provide the services contemplated by this Agreement and _____ has relied upon such representation;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Consultant will provide _____ services as necessary for

- B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by Consultant through its _____ office in _____.
- C. CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. _____ and Consultant may agree to have Project plans and specifications provided for by "Certification." A "Certification Agreement" is attached hereto and specifically made a part hereof. The "Certification" will be executed if agreed by the Parties as applicable.

SECTION III. SERVICES OF _____

_____ agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B," SERVICES OF _____, attached hereto and specifically made a part of this Agreement. Liaison for _____ will be through the _____ or authorized designee.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. Consultant shall begin work upon receipt of _____'s written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by _____ and, if applicable, SCDOT and the Federal Highway Administration (FHWA) as set forth in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE.

SECTION V. FEE AND COSTS

For the services covered under this Agreement, Consultant shall be compensated by _____ as follows:

- A. LUMP SUM. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between Consultant and _____ that compensation to Consultant will be on a Lump Sum Basis. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by _____.

[or]

- B. COST PLUS FIXED FEE. For all work, materials, and services furnished under the terms of this Agreement, it is mutually agreed by and between Consultant and _____

_____ that compensation to Consultant will be based upon Consultant's actual cost of performing all phases of the work, plus a fixed amount.

Fixed Fee: _____ agrees to pay the Consultant a fixed fee. It is agreed and understood that such amount will constitute full compensation to the Consultant for fixed fee and will not vary due to any differences between the negotiated fixed fee cost and the actual cost but may be adjusted by contract modification as a result of significant changes in the scope of work to be performed under the contract. Overruns in the actual cost of services will not warrant an increase or adjustment in the amount of the fixed fee. Amounts for fixed fees paid by the Consultant to the subconsultant will not be considered a direct cost of the Consultant but will be considered a part of the fixed fee of the Consultant.

- C. **SUBCONSULTANT AGREEMENTS.** The subconsultant's agreement with the Consultant may utilize a method of compensation that differs from _____'s method of compensation with the Consultant. Approved methods include: lump sum (firm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of compensation. Cost plus a percentage of cost and percentage of construction cost are specifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).
- D. **PROGRESS PAYMENT.** For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of Consultant. These may include:
1. Actual basic salaries of productive personnel for work time directly applied to the project.
 2. Payroll Additives eligible for reimbursement.
 3. The indirect cost rate approved by _____ in compliance with Subsection E below.
 4. The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.
 5. Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

reproductions, and computer services (where applicable). Billings for any actual out-of-pocket expenses directly identifiable with the project shall be supported by actual account records, expense accounts, receipts, and other miscellaneous supporting materials and shall be made available by the Consultant for review and audit by _____, SCDOT, or authorized SCDOT representative.

Automobile mileage for non-field personnel will be reimbursed at the actual mileage incurred multiplied by the rate established by the Internal Revenue Service for mileage for the period. Only mileage associated with the business use of vehicles will be reimbursed. Any mileage related to personal use by employees (including transportation to and from work) is unallowable. However, if contractually agreed to in advance, mileage associated with travel to a temporary work location may be reimbursed. Generally, a work location is considered to be temporary if the assignment to the new location is expected to last one year or less.

In accordance with FAR 31.205-46(a)(2), lodging, meals, and incidental costs must be disallowed to the extent that, on a daily basis, they exceed the Federal Travel Regulation (FTR) per diem rates.

For travel in the continental United States, rates are set by General Services Administration (GSA) for per diem and actual expense methods.

Vehicle expenses for field personnel shall be compensated according to the Daily Vehicle Rates set forth in Attachment "C."

6. For the cost of outside services and associate services as may be necessary and as formally approved by _____, Consultant shall be reimbursed by _____ only for the actual cost to Consultant for such services.

- E. **INDIRECT RATE:** Consultant and its subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

Indirect cost rates used for estimating and proposing costs for actual cost plus fixed fee contracts will ultimately be adjusted to the audited and approved rate for the time period in which the contract work was performed. The firm's most recently audited rate (or the latest rate approved by the SCDOT Office of Contract Assurance (OCA)) is the maximum rate to be used on a contract.

Consultant shall self-adjust invoiced costs previously used to propose costs and for invoicing to the actual audited indirect rates for the time period(s) in which the work was actually performed throughout the life of, and at the completion of, an actual cost plus fixed fee contract. This may result in Consultant owing money to or receiving money from

_____ subject to the contract maximum amount. These amounts will be subject to final audit.

- F. **NON-ALLOWABLE COST.** _____ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written _____ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or assisting _____ staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.
- G. **TOTAL COMPENSATION.** The amount of compensation set forth in ATTACHMENT "C," **ENGINEERING FEE** of this Agreement shall be the maximum payable by _____ without prior written authorization from _____ and, if applicable, SCDOT to increase the amount. Any such increase will also be subject to the approval of FHWA if federal funds are involved.

Compensation to Consultant under the terms of this Agreement shall not exceed the lump sum maximum amount of \$ _____.

[or]

Compensation to Consultant under the terms of this Agreement shall not exceed \$ _____ for salaries, payroll additives, overhead, direct cost, and outside services plus a fixed fee of \$ _____ (in the event that significant changes in the scope of work occur, the fixed fee may be adjusted to an amount that is fair and reasonable to both Consultant and _____) resulting in a maximum limit of \$ _____.

Contract Breakdown		
Compensation	Fixed Fee	Contract Total
\$	\$	\$

- H. **COST RECORDS.** Consultant, and its authorized subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in "Procurement, Management, and Administration of Engineering and Design Related Services" (23 CFR 172), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200), and other directives as appropriate.
- I. **PURCHASE AND RENTAL/LEASE.** _____ considers that Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases where it becomes necessary to purchase, lease, or rent equipment or other items with project funds, prior written _____ approval is

required. All equipment and other items approved by _____ for purchase with project funds shall become the property of _____ at the completion of the project.

J. RELOCATION COSTS. Consultant has represented to _____ that Consultant has the necessary personnel to perform the consultant work described in the scope of services, and _____ has relied upon such representation. In those _____ approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Relocation costs will only be considered under extreme and rare circumstances. Reimbursement eligibility must have prior written approval from _____.

K. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to _____ may be affected, this Agreement should be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by _____, and will be paid in accordance with Consultant's existing overtime policy.

SECTION VI. MODE OF PAYMENT

A. MONTHLY INVOICES. Consultant shall invoice _____ monthly for services performed under this Agreement, and Consultant shall be paid monthly based on an approved invoice. Monthly or partial payments, at the discretion of _____, may have appropriate retainage withheld until completion and acceptance of the work.

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

1. A breakdown of man-hours by classification and rate
2. A line item for overhead
3. A breakdown of the fixed fee
4. A breakdown for other direct costs
5. A breakdown for subconsultant services
6. Signature of certification by an authorized representative of the firm
7. _____'s Project Manager may request additional certifications relating to work performed.

NOTE: For approved unit cost BASIC AGREEMENTs, numbers 1 and 2 may be combined and identified by services, volume, and rate. Numbers 3, 4, and 5 shall be by breakdown costs.

B. PROMPT PAYMENT CLAUSE.

1. Consultant is prohibited from holding undisputed invoices submitted by subconsultants for more than 30 days after receipt of the invoice. Additionally, subject to the provisions on retainage provided in Paragraph (2) below, when a subconsultant has satisfactorily performed a work item of the subcontract, Consultant must pay the subconsultant for the work item within seven calendar days of Consultant's receipt of payment from _____. A subconsultant shall be considered to have "satisfactorily performed a work item of the subcontract" when _____ pays Consultant for that work item. In the case of a second or third tier subconsultant, the seven-day time period begins to run when the first tier subconsultant receives payment from Consultant or when the second tier subconsultant receives payment from the first tier subconsultant.
2. Consultant may withhold as retainage up to five percent of a subconsultant's payment until satisfactory completion of all work items of a subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when _____ accepts the last work item of the subcontract. Consultant must release to the subconsultant any retainage withheld within seven calendar days of the date Consultant receives payment from _____ for the last work item of the subcontract or within seven calendar days from _____'s acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon written documentation of good cause provided by Consultant and written concurrence from _____, Consultant may continue to withhold the five percent retainage.
3. Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to _____ that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (1) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (1). No payment will be made to Consultant unless such documentation / certification is received or _____ has issued written approval for delayed payment and required status reports as follows:
 - i. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and / or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to _____ to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior _____ written approval.

- ii. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:
- justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or
 - a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and / or lower tier subconsultants).
4. Failure to comply with any of the above prompt payment provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (1) no further payments being made to Consultant unless and until compliance is achieved; (2) monetary sanctions; and / or (3) Consultant being declared in default and being subject to termination in accordance with the provisions of this Agreement.
5. Any subconsultant who believes it is due payment in accordance with the Prompt Payment Clause may request information from _____ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to _____ that the subconsultant has not been paid within seven calendar days of _____'s payment to Consultant or paid as provided in paragraph (1) for sub-tiers, _____ will notify SCDOT. If neither _____ nor SCDOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should _____ or SCDOT fail to address the non-payment issue.
6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by _____, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, _____ may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SECTION VII. GENERAL PROVISIONS

_____ and Consultant mutually agree as follows:

- A. **OWNERSHIP OF DOCUMENTS.** Basic notes, sketches, charts, and other data prepared, furnished, or obtained under this Agreement are the property of

CONSULTANT during the performance period of this Agreement. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. Upon the Effective Date of this Agreement, Consultant grants _____ a nonexclusive license to reproduce the Project Documents for the purposes of, but not limited to: promoting, using, maintaining, upgrading, or adding to the Project. Upon completion of the Project or upon default by Consultant, Consultant shall provide copies of all Project Documents to _____ in the format designated by _____.

_____ shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

- B. INFORMATION TECHNOLOGY.** All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by _____ or SCDOT, as applicable. All systems, software, or information technology developed for this project shall become the sole property of _____ upon Contract completion, including any source code. No program management systems, software, or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. _____ shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.

The CONSULTANT and its designated employees, as well as any subcontractors and subconsultants of any tier, having access to _____ electronic data, is required to follow _____'s Policy which establishes guidelines for acceptable use and confidentiality of _____'s information technology for data entry into _____' computer system; provided that the section of the Policy pertaining to _____'s right to inspect any users email at any time is qualified to reserves unto _____ the right to inspect consultant, subcontractor or subconsultant emails that are _____ business related, including emails that are related to the services with which consultant is under contract.

The CONSULTANT's obligations with respect to the provisions of computer use and data confidentiality shall survive termination or expiration of the contract. Without limiting any rights _____ may have, and notwithstanding any other term of this contract, the CONSULTANT agrees that _____ may have no adequate remedy at law for a breach of the CONSULTANT's obligations under this clause and therefore _____ shall be entitled to pursue equitable remedies in the event of a breach.

CONSULTANT is responsible for ensuring that it, as well as any subcontractors and subconsultants of any tier, having access to _____ electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. CONSULTANT, subcontractors and subconsultants shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. CONSULTANT shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subconsultant or subcontractor to have access to _____ data. CONSULTANT shall provide _____, upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

- C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by Consultant under this Agreement which _____ requests to be kept as confidential will not be made available to any individual or organization by Consultant without prior written approval of _____.
- D. REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS. It is Consultant's responsibility to produce plans that conform with all specifications, guidelines, and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by _____ and, if applicable, SCDOT and FHWA. All plans, whether preliminary or final, submitted to _____ shall have been checked in their entirety for completeness, correctness, accuracy, and consistency with other details in all respects, and shall have been thoroughly reviewed by Consultant to be in compliance with these requirements prior to submission to _____.

The spaces provided in the title box labeled "By," CHK'D," and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to _____. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

Once plans have been submitted to _____, no changes shall be made unless _____ has been notified of the specific change. However, additions to complete the plans may be made provided the requirements for checking and reviewing are applied. All prints submitted to _____ shall have the date of submittal stamped on the title sheet.

_____ will perform a general review of the plans only. _____'s review does not relieve Consultant of any responsibility for the completeness, correctness, consistency, and accuracy of all information, dimensions,

quantities, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to _____.

Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of SCDOT, or may be deemed just cause for consideration of termination of this BASIC AGREEMENT.

- E. PROGRESS. Consultant shall at all times work closely with the designated representatives of _____ and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by _____. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to _____ and, if applicable, to appropriate representatives of SCDOT and FHWA for review at all times.
- F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of _____, SCDOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHWA STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCDOT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to _____, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to _____ upon request.
- G. INSPECTION OF WORK. _____ and, if applicable, SCDOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

_____ and, if applicable, SCDOT and FHWA. Copies thereof shall be furnished by Consultant to _____ if requested.

- H. **CHANGES IN CONTRACT.** _____ may desire Consultant to render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between _____ and Consultant. Work under such Contract Modification shall not proceed until formally approved by _____ and, if applicable, SCDOT and FHWA.
- I. **DELAYS AND EXTENSIONS.** Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as _____ may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.
- J. **FAILURE TO MAINTAIN SATISFACTORY PROGRESS.** Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement. _____ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.

_____’s Program Manager may make a preliminary finding of delinquency if at any time Consultant has not met the schedules, milestones, or completion dates established in this Agreement, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, _____’s Program Manager may issue a Preliminary Notice of Delinquency. Consultant will have 15 days to present information to _____ as to why Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond Consultant’s control that have directly affected Consultant’s ability to meet the commitments in the Contract. Upon review of the information submitted, the Program Manager will make a determination as to whether the Consultant should be placed in a delinquent status. If a determination of delinquent status is made, the Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within fifteen 15 days to the appropriate _____ representative for a review of the delinquent status.

A Consultant receiving a Final Notice of Delinquency shall be disqualified from receiving additional work, whether in the form of a new contract or a modification of an existing contract. Consultant shall continue in a delinquent status until the project is in compliance with the schedule, or until the work required by the Contract is completed. This disqualification will become effective at the end of the 15-day appeal period if Consultant fails to appeal or on the date of decision if the appeal is denied. A Consultant disqualified under this provision shall be barred from receiving work as an individual, firm, partnership, or corporation operating under the same name or a different name.

K. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by _____ at any time for the convenience of _____ by written notice to Consultant specifying the termination date of the Agreement. In the event of such termination of the Agreement by _____, Consultant will be compensated on a *quantum meruit* basis for its work satisfactorily performed through the termination date and a proportionate share of the fixed fee, as determined by _____.
2. Consultant also has the right to terminate this Agreement if _____ unreasonably fails to timely provide the service required of _____ under the scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of Consultant, _____ shall pay to Consultant the compensation properly due including reasonable overhead and a proportionate share of the fixed fee on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.
3. In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of _____ or SCDOT, or if Consultant violates any of the terms, covenants, or provisions of this Agreement, _____ shall have the right to terminate this Agreement by giving a seven business day notice in writing of the termination and date of such termination to Consultant. _____ shall have the sole discretion to permit Consultant to remedy the cause of the contemplated termination without waiving _____'s right to terminate the Agreement. _____ may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and Consultant shall be liable to _____ for all reasonable cost in excess of what _____ would have paid Consultant had there been no termination.

- L. **DISPUTES.** In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of _____'s

_____ in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in _____ County within 90 days of Project completion.

- M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless _____, SCDOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.
- N. GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.
- O. SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of _____. Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.

Consultant shall furnish all Contract provisions to each subconsultant which shall apply to all subconsultant agreements. All subconsultant agreements shall be provided to _____ by Consultant upon request.

- P. ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150, (f) Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.
- Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

S. **TITLE VI. CIVIL RIGHTS ACT OF 1964.** During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.
4. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by _____ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to _____, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, _____ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.

6. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as _____ may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request _____ and SCDOT to enter into such litigation to protect the interest of _____, SCDOT and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

T. DISADVANTAGED BUSINESS ENTERPRISES.

1. Policy. It is the policy of _____ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.
2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at <http://info2.scdot.org/professionalserv/HostDocs/Prof%20SVS%20Supp%20Spec%20July%202016.pdf>.
3. This Contract has an established DBE Goal of ____percent (___%) (see EXHIBIT "1" CERTIFICATIONS).

SCDOT is utilizing the *DBE Quarterly Reports* and *DBE Status Spreadsheet* as tracking tools.

- The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.
- The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

Copies of the above referenced forms are attached and fillable documents, along with instructions, are located on the SCDOT website at www.scdot.org.

The reporting quarter periods are January-March, April-June, July-September, and October-December. The reports are due to the Project Manager by the 15th day of the next month following the end of each quarter. Future payments may be withheld if the DBE Quarterly Reports and the DBE Status Spreadsheet are not submitted by the established deadlines.

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as _____ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.
 5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to _____ the names and addresses of all subconsultants who quoted subcontracts for this Contract.
 6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.
- U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- V. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS. _____ will not consider for award any proposal submitted by any consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects. Additionally, _____ will not consent to subletting any portions of the Contract to any subconsultant of a foreign country as described above.

For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant of such foreign country.

W. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

X. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement, Consultant as the prime consultant does hereby agree:

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
2. to provide _____ with any documents required to establish such compliance upon request; and
3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

Y. SUCCESSORS AND ASSIGNS. _____ and Consultant each bind themselves, their respective successors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

Z. DEBARMENT AND SUSPENSION. If Consultant is placed on the government wide Excluded Parties List System in the System for Award Management at any time during the performance period of this Contract, the Contract may be terminated.

AA. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Consultant must remain in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

- BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:
1. **CERTIFICATION:** (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 11-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
 2. **ONGOING OBLIGATIONS:** (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- EE. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties herein have executed this BASIC AGREEMENT as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

Witness

By: _____
(Signature)

Title: _____

[Local Government]

Witness

By: _____
[Title]

EXHIBIT "I"
CERTIFICATIONS

**ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

In order to advance the above-described project in an expeditious and efficient manner, _____ hereby assigns to the above-named consulting firm _____, hereinafter referred to as Consultant, and Consultant accepts full responsibility for all project plan and specification reviews including the approval of all information, dimensions, quantities, details and designs involved in the preparation and production of the project plans and specifications for the above-named project. In accepting this responsibility, Consultant makes the following certifications:

Consultant is a South Carolina registered engineering firm with absolute authority to accept the responsibility for its project plans and specifications; and,

Consultant entered into an agreement with the _____ South Carolina (hereinafter "the Agreement"); and,

Consultant will produce project plans and specifications that will conform with all guidelines and requirements stated in the Agreement unless a specific deviation has been requested in writing and approved by the _____ and, if applicable, SCDOT and the Federal Highway Administration (FHWA); and,

All of the work performed under the Agreement will be performed in accordance with the project specifications, and will be performed so as to meet the reasonable standard of care of the profession practicing in the locality of the services provided pursuant to the Agreement; and,

All project plans and specifications will be checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and will be thoroughly reviewed to be in compliance with the requirements in effect at the time of submission to the _____ and,

Each project plan sheet submitted on this project will be signed and sealed by a South Carolina Registered Engineer; and,

Pursuant to Section D of the Agreement, Consultant will be liable for all discrepancies, errors or omissions found at any time in the plans or specifications. Further, all corrections to the plans or specifications will be made at Consultant's expense and Consultant will not include the cost of corrections of faulty or deficient work on its invoice(s) to the _____; and

Failure to meet any of the above requirements may be deemed just cause, at the discretion of the _____ for withholding payment on the contract and/or termination of the Agreement pursuant to Section K, Termination of Contract.

This Engineering Certification for Project Plans and Specification is attached to and becomes part of the Agreement, with all terms and conditions of the Agreement applicable hereto.

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I am a duly authorized representative of the Consultant and that neither I nor the above Consultant I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).
- (d) been debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from covered transactions by any Federal department, state department, or agency thereof. Consultant also certifies that it and its principals: have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period; are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and have not had a public transaction (Federal, State, or local) terminated within the preceding three years for cause or default. Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

By execution of this Agreement, Consultant certifies Consultant and all sub-consultants, contractors, sub-contractors, employees, and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended, codified in Chapter 13 of Title 8 of the South Carolina Code of Laws. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to _____, SCDOT, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

Consultant Firm: _____
 Name (Print): _____
 Title: _____
 Signature: _____

CERTIFICATION OF _____

I hereby certify that I am the _____ or Designee of _____ and that the above Consultant or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to SCDOT, the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CONSULTANT COMMITMENT SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Disadvantaged Business Enterprises (DBE) Supplemental Specification" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT RANKED CONSULTANT. FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTIONS IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

Name & Address of DBE's (Sub-contractor/Sub-consultant or Supplier)	² Percent	³ Description of Work (Task to Perform)	⁴ Dollar Value

BASED ON THE ABOVE, CONSULTANT'S TOTAL COMMITMENT FOR THIS CONTRACT: _____ %
THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: _____ %

- ¹ The designation of Firm A and/or B is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent – show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Dollar Value – extended amount based on negotiated manhours and directs per each firm(s).

The form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this _____
day of _____, 20_____

Consultant

_____(SEAL)
Notary Public for _____
My commission expires: _____

By: _____
Title: _____

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

ATTACHMENT "B"
SERVICES OF _____

_____ agrees to provide to CONSULTANT, and at no cost to CONSULTANT, the following upon request:

1. Access to and use of all reports, data and information in possession of SCDOT which may prove pertinent to the work set forth herein.
2. Existing Policies and Procedures of _____ with reference to geometrics, standards, specifications and methods pertaining to all phases of CONSULTANT's work.

ATTACHMENT "C"
ENGINEERING FEE

ITS Masterplan Fee Proposal
Kimley-Horn Staff Hours & Fees

Task 1 -Project Management	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 295.00	\$ 200.00	\$ 150.00		
Project Administration	30	20	0		
Project Control and Management (12 Months)	40	45	0		
Status Reports and Invoicing	10	0	10		
project status meetings (4 to 6)	12	6	12		
Schedule Development	8	2	8		
Presentations to Council (2)	28	5	8		
Task 1.1 Hours:	128	78	38		
Task 1.1 Fees:	\$ 37,760.00	\$ 15,600.00	\$ 5,700.00	\$ 700.00	\$ 59,760.00
				Kimley-Horn Fee:	\$ 59,760.00

Task 2 - Concept of Operations	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 295.00	\$ 200.00	\$ 150.00		
Collect existing information	4	12	12		
Conduct workshop	20	16	24		
Draft ConOps Document	12	25	25		
Meeting and notes	12	4	4		
Final ConOps Document	20	24	28		
Task 2 Hours:	68	81	93.0		
Task 2 Fees:	\$ 20,060.00	\$ 16,200.00	\$ 13,950.00	\$ 700.00	\$ 50,910.00
				Kimley-Horn Fee:	\$ 50,910.00

Task 3 - Existing Conditions and Asset Inventory	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 295.00	\$ 200.00	\$ 150.00		
Identification of Existing System Assets	8	10	10		
Workshop	20	16	24		
Develop GIS Data Base	10	25	50		
Task 3 Hours:	38	51	84		
Task 3 Fees:	\$ 11,210.00	\$ 10,200.00	\$ 12,600.00	\$ 700.00	\$ 34,710.00
				Kimley-Horn Fee:	\$ 34,710.00

Task 4 - Needs Document	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 295.00	\$ 200.00	\$ 150.00		
Existing Needs Analysis	8	10	10		
Future Needs Analysis	8	10	10		
Emerging Needs Analysis	8	10	10		
Create Draft and Final Needs Document	28	14	68		
Meeting	10	8	12		
INRIX					
Task 3 Hours:	62	52	110	700	
Task 3 Fees:	\$ 18,290.00	\$ 10,400.00	\$ 16,500.00	\$ 1,700.00	\$ 46,890.00
				Kimley-Horn Fee:	\$ 46,890.00

Task 5 - ITS Masterplan	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 200.00	\$ 150.00		
ITS Masterplan Investment	20	10	20		
Critical Needs	20	10	20		
Desired IMP	20	10	20		
Long Term	20	10	20		
OPCC and Costs	20	30	60		
CIP- 7 Projects	20	10	20		
Task 3 Hours:	120	80	160		
Task 3 Fees:	\$ 35,400.00	\$ 16,000.00	\$ 24,000.00	\$ -	\$ 75,400.00
				Kimley-Horn Fee:	\$ 75,400.00



2024-2033 Transportation Improvement Program

Lowcountry Area Transportation Study (LATS)
Metropolitan Planning Organization

Lowcountry Council of Governments 843-473-3958
P.O Box 98 - 634 Campground Road
Yemassee, SC 29945
www.lowcountrycog.org

Adopted February 2nd, 2024

Prepared by the Lowcountry Council of Governments in cooperation with the Federal Highway Administration, the Federal Transit Administration and the South Carolina Department of Transportation

2024-2033 Transportation Improvement Program

Disclosure statement: The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation or the South Carolina Department of Transportation.

Disclaimer statement: Lowcountry Council of Governments does not discriminate on the basis of age, sex, race, color, religion, national origin, disability or familial status in the admission, access, treatment or employment in its federally funded programs or activities. You may call 843-473-3990 to request special accommodations 48 hours in advance of a public meeting or to file a discrimination complaint.

2024-2033 Transportation Improvement Program

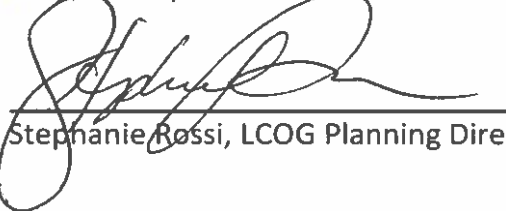
Metropolitan Planning Process Self – Certification Statement

In accordance with 23 CFR 450.336 the Lowcountry Area Transportation Study Metropolitan Planning Organization for the Bluffton – Hilton Head Island and Beaufort Port Royal urbanized areas hereby certify that the at least every four years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

- (1) [23 U.S.C. 134](#), [49 U.S.C. 5303](#), and this subpart;
- (2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended ([42 U.S.C. 7504](#), [7506\(c\)](#) and [\(d\)](#)) and [40 CFR part 93](#);
- (3) Title VI of the Civil Rights Act of 1964, as amended ([42 U.S.C. 2000d-1](#)) and [49 CFR part 21](#);
- (4) [49 U.S.C. 5332](#), prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (5) Section 1101(b) of the FAST Act ([Pub. L. 114-357](#)) and [49 CFR part 26](#) regarding the involvement of disadvantaged business enterprises in DOT funded projects;
- (6) [23 CFR part 230](#), regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 ([42 U.S.C. 12101 et seq.](#)) and [49 CFR parts 27, 37, and 38](#);
- (8) The Older Americans Act, as amended ([42 U.S.C. 6101](#)), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (9) [Section 324 of title 23 U.S.C.](#) regarding the prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)) and [49 CFR part 27](#) regarding discrimination against individuals with disabilities.



Mayor Harry Williams, Chair



Stephanie Rossi, LCOG Planning Director

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List of Acronyms

COG	Council of Government
FAST ACT	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
ITS	Intelligent Transportation Systems
IIJA/BIL	Infrastructure Investment & Jobs Act/Bipartisan Infrastructure Law
LATS	Lowcountry Area Transportation Study
LCOG	Lowcountry Council of Governments
LRTA	Lowcountry Regional Transit Authority
LRTP	Long Range Transportation Plan
MPO	Metropolitan Planning Organization
MAP-21	Moving Ahead for Progress in the 21st Century
NEPA	National Environmental Policy Act
PPP	Public Participation Plan
SCDOT	South Carolina Department of Transportation
STIP	Statewide Transportation Improvement Program
STBGP	Surface Transportation Block Grant Program
TAMP	Transportation Asset Management Plan
TAP	Transportation Alternative Program
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
USDOT	United States Department of Transportation
UZA	Urbanized Area

Overview

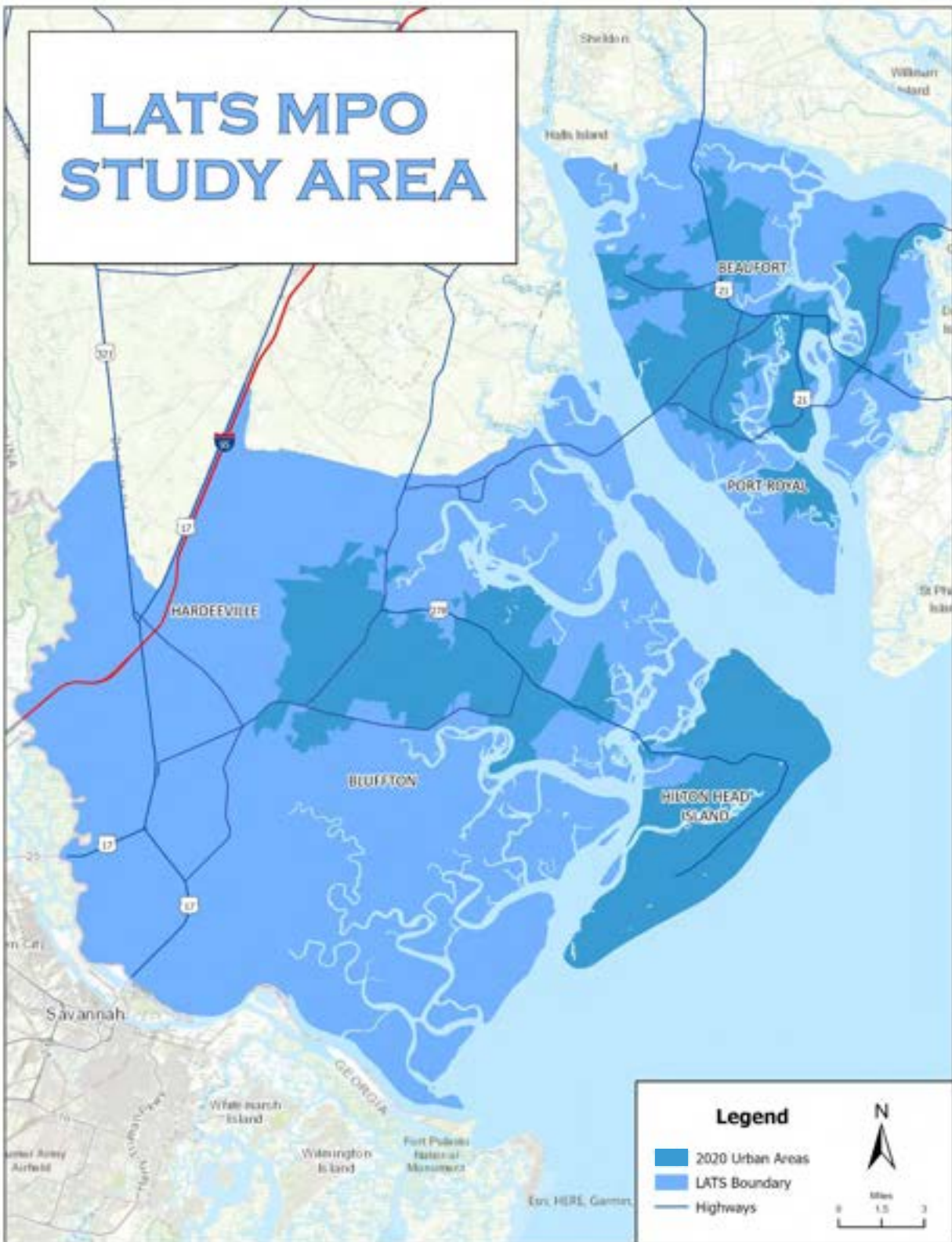
The Lowcountry Area Transportation Study (LATS) is a Metropolitan Planning Organization (MPO) for the Bluffton – Hilton Head Island and Beaufort – Port Royal urbanized area. MPOs are federally required to produce at a minimum a four-year Transportation Improvement Program (TIP) that outlines federally funded highway, transit, bicycle, and pedestrian projects within the metropolitan planning area that have been identified in the long range transportation plan.

The FY 2024 through FY 2033 TIP responds to procedures required the United States Code of Federal Regulations (23 CFR 450.326). The federal regulations require that all transportation projects that are either wholly or partially funded with federal monies as well as regionally significant local- and state-funded projects within the metropolitan planning area (Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, City of Beaufort, Town of Port Royal and the urbanized portion of Beaufort and Jasper Counties) be included in the region's TIP. The TIP must be consistent with the projections of federal funds and local matching funds for this time period. After adoption by LATS, the TIP will be submitted for full inclusion in the Statewide Transportation Improvement Program (STIP) compiled by the state of South Carolina.

Introduction and Background

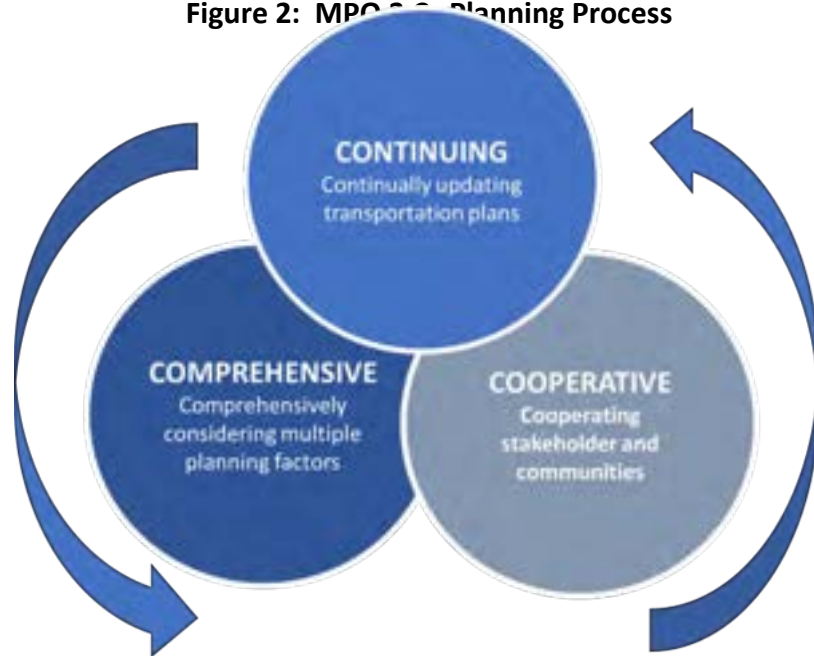
Following the 2010 Decennial Census, the US Census Bureau designated the Bluffton - Hilton Head area as an Urbanized Areas (UZA) having reached a population exceeding 50,000. Federal regulations require the formation of a Metropolitan Planning Organization (MPO) once that threshold is reached. The MPO carries out a continuous, cooperative, and comprehensive transportation planning process for urbanized areas with a population of 50,000 or more. As a result, the Lowcountry Area Transportation Study (LATS) was established as the MPO responsible for coordinating the transportation planning process for the urbanized area of Beaufort and Jasper Counties in South Carolina including the municipalities of Beaufort, Bluffton, Hardeeville, Hilton Head Island, and Port Royal. The MPO area includes land designated as urban by the US Census and other land expected to be urbanized within the next 20 years. The result of the 2020 census showed that the Bluffton – Hilton Head Urbanized area had grown to a population of 71,824. The Census also designated a new urban area, Beaufort – Port Royal, within the existing LATS MPO boundary with a population of 52,515. Both urbanized areas in addition to land expected to become urban in twenty years are included in the LATS MPO study boundary (Figure 1).

Figure 1: Lowcountry Area Transportation Study Boundary Map



The purpose of the Metropolitan Planning Organization (MPO) is to carry out a continuing, cooperative, and comprehensive (The 3Cs) multimodal transportation planning process that has a regional perspective (Figure 2). Metropolitan Planning Organizations are required to 1) develop a Long Range Transportation Plan, which is, at a minimum, a 20- year transportation vision for the planning area; 2) develop a financially constrained Transportation Improvement Program, which is the agreed upon list for which federal funds are programmed and all regionally significant project that may require federal action regardless of funding source ; 3) develop a Unified Planning Work Program, which identifies in a single document the annual transportation planning activities that are to be undertaken in support of goals, objectives and actions established in the Long Range Transportation Plan and 4) develop and carry out a public involvement plan (Figure 3).

Figure 2: MPO 3-C Planning Process



The 2024-2033 Transportation Improvement Program (TIP) sets forth the projects and programs for the LATS MPO that have obligated federal funding. This document provides more detail on the MPO structure, supporting legislation, the TIP amendment process, and funding sources.

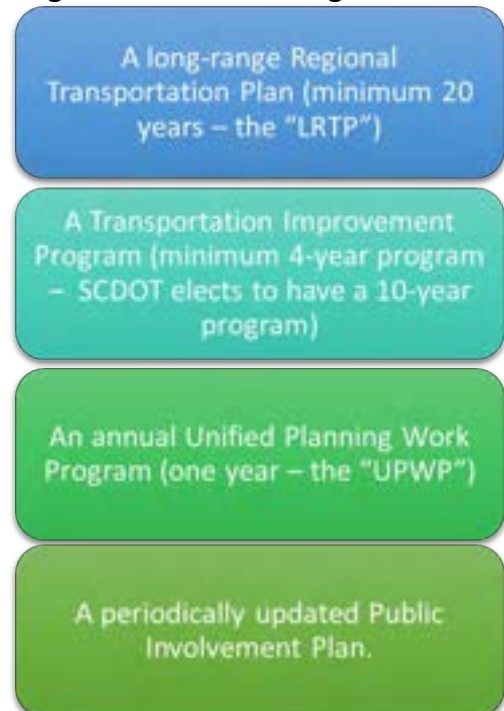
Structure

To facilitate and encourage interaction among stakeholder groups and the local community, the LATS is managed by the Lowcountry Council of Governments and has adopted a committee structure composed of a Policy Committee and Technical Committee. The functions of these two committees are detailed below.

Management

The Lowcountry Council of Governments has been identified as the “Designated Planning Agency” responsible for coordinating, developing, and preparing all required LATS plans and programs for submission to the Policy Committee after Study Team analysis and an appropriate citizen input process. The SCDOT Office of Planning, Office of Public Transit and the Intermodal and

Figure 3: MPO Planning Products



Freight Program Office provide technical support for LATS planning programs as well.

Policy Committee

The LATS planning process is guided by a Policy Committee. The LATS Policy Committee is made up of eight voting members. The voting members of the Policy Committee include local elected officials from:

- Town of Hilton Head Island
- Town of Bluffton
- Town of Port Royal
- City of Beaufort
- City of Hardeeville
- Beaufort County
- Jasper County
- Chairman of the Lowcountry Regional Transportation Authority

The Beaufort County Legislative Delegation, Jasper County Legislative Delegation and SCDOT Highway Commissioners are non-voting Ex Officio members. Other agencies with interest and/or expertise in transportation participate in the process to provide additional input, advice, and coordination on transportation issues and programs. Interested parties affected by the planning process may also be represented on committees such as the LATS Technical Committee. Other advisory committees or subcommittees may be formed on an as needed basis to address technical issues and to seek out and secure public input.

Technical Committee

The LATS Technical Committee advises and makes recommendations to the Policy Committee and includes staff from each of the municipalities and counties within the LATS Study Area, South Carolina Department of Transportation (SCDOT), and the Federal Highway Administration (FHWA) as well as representatives of other agencies or special interest groups.

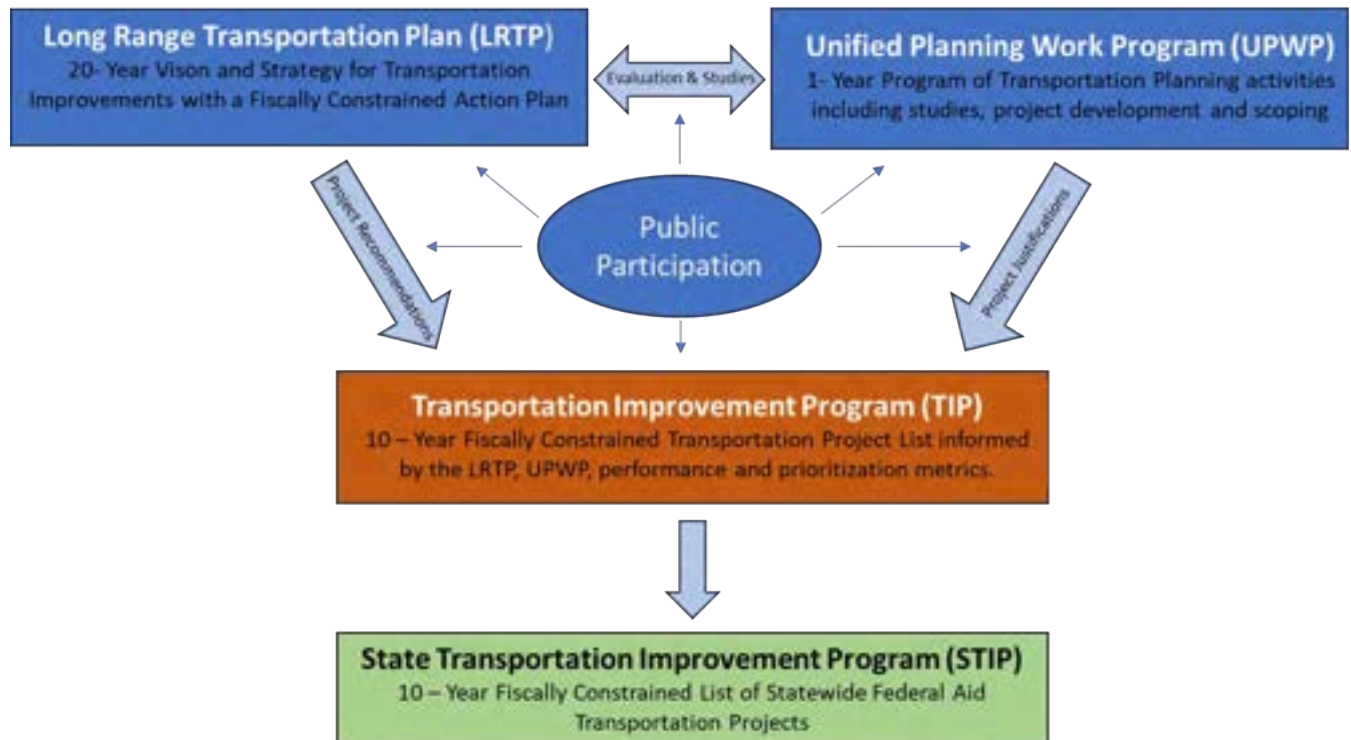
Federal Mandates and Legislation

The most recent federal surface transportation funding bill, the Infrastructure Investment and Jobs Act (IIJA) referred to as the Bipartisan Infrastructure Law (BIL), was signed in 2022. The BIL continues to support previous federal Transportation Improvement Program guidelines (FAST Act, MAP 21 etc.) The BIL allocates roughly \$1 trillion to upgrade transportation infrastructure, helps to close the digital divide, improves the electric grid and makes communities healthier and more resilient. The BIL includes \$475 billion to re-authorize the core federal surface transportation program.

LATS implements the Federal regulations through plans and programs. The LATS Long Range Transportation Plan (LRTP) and Unified Planning Work Program (UPWP) inform the development of the TIP. Each of these documents fulfills a separate purpose in the federal 3-C Transportation Planning Process. Surface transportation legislation ensure that access to federal aid is contingent upon Continuous and Comprehensive transportation planning

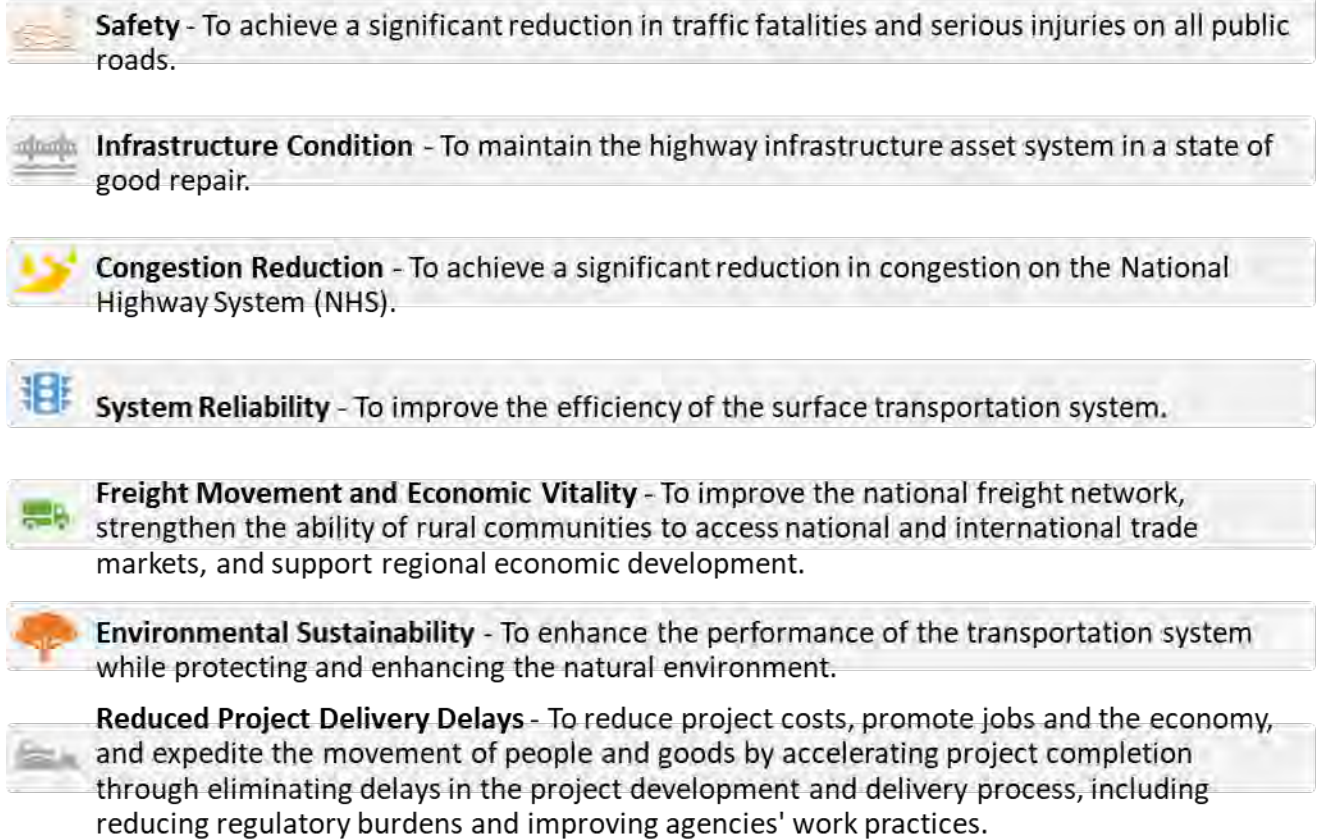
undertaken Cooperatively by municipalities and their regional, state, and federal partners. Figure 4 describes the LRTP and UPWP's relationship to the TIP.

Figure 4: MPO Planning Process



Performance Based Planning and Programming

Federal legislation established a performance-based planning and programming process that provides a means to more efficient investment of Federal transportation funds by focusing on the seven national transportation goals. This process increases the accountability and transparency of the Federal highway programs and improves transportation investment decision-making. The process connects performance measures and targets to the National goals (Figure 5) which were established to address safety, current infrastructure, traffic congestion, efficiency, environment, transportation delays and project delivery delays.

Figure 5: National Goals

The Federal Highway Administration (FHWA) requires that all states and MPOs monitor their transportation system using specific performance measures and setting performance targets according to federal guidance (Table 1). These performance measures help to maintain existing roads and identify roads (and bridges) that need repair or replacement.

Table 1: Performance Based Planning and Programming Performance Measures

Final Rule	Performance Measure Category	Measures
PM 1	Safety	<ul style="list-style-type: none"> • Number of fatalities • Rate of fatalities • Rate per 100 million vehicle miles traveled (VMT) • Number of serious injuries • Rate of serious injuries per 100 million VMT • Number of Non-motorized fatalities and serious injuries
PM 2	Pavement Condition Bridge Condition	<ul style="list-style-type: none"> • Percent of pavements of the Interstate System in Good condition • Percent of pavements of the Interstate System in Poor condition • Percent of pavements of the non-Interstate NHS in Good condition • Percent of pavements of the non-Interstate NHS in Poor condition • Percent of NHS bridges classified as in Good condition • Percent of NHS bridges classified as in Poor condition
PM 3	Travel Time Reliability Freight Reliability Traffic Congestion Total Emissions Reduction	<ul style="list-style-type: none"> • Interstate: % of person-miles traveled on the Interstate that are reliable • Non-Interstate: Percent of person-miles traveled on the non-Interstate NHS that are reliable • Freight Reliability: Truck Travel Time Reliability (TTTR) Index • Annual Hours of Peak Hour Excessive Delay Per Capita: Urbanized Area 1 • Percent of Non-Single Occupancy Vehicle (Non-SOV) Travel: Urbanized Area 1 • Total Emissions Reductions: Nox • Total Emission Reductions: VOC
TAM	Transit Asset Management	<ul style="list-style-type: none"> • % of revenue vehicle by asset class that have met or exceeded their Useful Life Benchmark • % of vehicles that have met or exceeded their Useful Life Benchmark
PTASP	Public Transportation Agency Safety Plan	<ul style="list-style-type: none"> • Number of fatalities • Rate per 100 thousand VRM • Number of serious injuries • Rate of serious injuries per 100 thousand VRM • Safety Events • Safety Events per 100 thousand VRM • System Reliability (VRM/Failures)

LATS' Performance Targets

According to the federal legislation MPOs have the option to either adopt their own targets or they may opt to support the state's targets through planning and programming activities. LATS has opted to support the South Carolina state targets through TIP project programming and delivery. The performance targets set by South Carolina Department of Transportation will help to accomplish SCDOT's Strategic Plan Goals which were set out to maintain and improve the state's transportation infrastructure. Improving safety programs and outcomes, maintaining, and preserving existing transportation infrastructure, and improving program delivery are the three statewide goals set by the state to guide the agency's (SCDOT) investment strategy.

The currently adopted targets are listed below (Tables 2-4). The targets are updated and amended into the long range transportation plan as required.

Tabel 2: PM 1 Safety Targets

Performance Measures	2020-2024 Targets
Number of fatalities	1079
Rate of Fatalities per 100 million vehicle miles traveled (VMT)	1.87
Number of Serious Injuries	2549
Rate of Serious Injuries per 100 million VMT	4.41
Number of Non-motorized Fatalities and Serious Injuries	454.8

Table 3: PM 2 & 3

Pavement and Bridge Condition 2022-2025			
Performance Measure	Baseline	2-Year Target*	4-Year Target
Percent of pavements of the Interstate System in Good condition	75.8%	77.0%	78.0%
Percent of pavements of the Interstate System in Poor condition	0.2%	2.5%	2.5%
Percent of pavements of the non-Interstate NHS in Good condition	38.3%	36.0%	38.0%
Percent of pavements of the non-Interstate NHS in Poor condition	1.6%	10.0%	10.0%
Percent of NHS bridges classified as in Good condition	38.5%	35.0%	34.0%
Percent of NHS bridges classified as in Poor condition	4.3%	6.0%	6.0%
Highway Performance 2022-2025			
Interstate: % of person-miles traveled on the Interstate that are reliable	95.9%	89%	89%
Non-Interstate: Percent of person-miles traveled on the non-Interstate NHS that are reliable	89.8%	85.00%	85%
Freight Movement 2022-2025			
Freight Reliability: Truck Travel Time Reliability (TTTR) Index	1.31	1.45	1.45

Table 4: Transit Performance Measure Targets

Transit Asset Management Targets						
Revenue Vehicles		2020	2021	2022	2023	2024
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark	Over the Road Bus	15%	15%	15%	15%	15%
	Bus	15%	15%	15%	15%	15%
	Cutaway Bus	30%	30%	30%	30%	30%
	Mini-van	20%	20%	20%	20%	20%
	Trolleybus	20%	20%	20%	20%	20%
	Van	20%	20%	20%	20%	20%
Equipment						
Age - % of vehicles that have met or exceeded their Useful Life Benchmark (ULB)	Non Revenue/Service Auto	30%	30%	30%	30%	30%

Transit Safety Targets							
Mode of Transit Service	Fatalities	Fatalities (per 100 thousand VRM)	Injuries	Injuries (per 100 thousand VRM)	Safety Events	Safety Events (per 100 thousand VRM)	System Reliability (VRM/failures)
Fixed Route	0	0	6	1	12	2	6
Commuter Bus	0	0	1.5	0.25	6	1	2
Demand Response	0	0	6	1	12	2	6

Planning Factors

Previous Federal legislation has set forth ten planning factors that agencies must consider when developing their plans. The planning factors listed in Table 5 have remained mostly unchanged since the FAST Act. The BIL/IIJA carries the requirement forward with a minor modification to the Quality of Life planning factor adding a consideration for housing.

Table 5: Planning Factors

Economic Vitality: Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

Safety: Increase the safety of the transportation system for motorized and non-motorized users.

Security: Increase the security of the transportation system for motorized and non-motorized users.

Accessibility: Increase the accessibility and mobility of people and for freight.

Quality of Life: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

Connectivity: Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

System Efficiency: Promote efficient system management and operation.

Preservation: Emphasize the preservation of the existing transportation system.

Resilience: Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and

Tourism: Enhance travel and tourism.

Planning Emphasis Areas (PEAs)

In addition to federal legislation, the Federal Highway Administration and the Federal Transit Administration jointly issued planning Emphasis Areas (PEAs) in 2021 (Figure 3). PEAs are policy, procedural and technical topics that should be considered by all federal planning fund recipients when preparing work programs for metropolitan and statewide planning and research assistance programs. These emphasis areas have been taken into consideration during the process of developing the long-range transportation plan and programming the TIP. The 2021 Planning Emphasis Areas include:

Tackling the Climate Crisis - Transition to a clean energy, resilient future

Ensure that our transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals of 50-52 percent below 2005 levels by 2030, and net-zero emissions by 2050, and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change.

Complete Streets

Develop, and operate streets and networks that prioritize safety, comfort, and access to destinations for people who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists.

Public Involvement

Carry out early, effective, and continuous public involvement to ensure diverse viewpoints into the decision-making process.

Equity and Justice40 in transportation planning

Ensure public involvement in the planning process and that plans and strategies reflect various perspectives, concerns, and priorities from impacted areas.

Strategic Highway Network (STRAHNET)/US Department of Defense Coordination

Encourage cooperation and coordination with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities.

Data in Transportation Planning

Incorporate data sharing and consideration into the transportation planning process because data assets have value across multiple programs. allows for efficient use of resources and improved policy and decision making at the State, MPO, regional, and local levels for all parties.

Federal Land Management Agency (FMLA) Coordination

Ensure coordination with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands.

Planning and Environmental Linkages

Ensure using an integrated approach to transportation decision making that considers environmental, community, and economic goals early in the transportation process resulting in transportation programs and projects that serve the community's needs more effectively while avoiding and minimizing the impacts on human and natural resources.

Title VI and Environmental Justice

Environmental justice has been a federal requirement since recipients of federal funds were required to certify nondiscrimination through Title VI of the Civil Rights Act of 1964. A 1994 Presidential Executive Order required all federal agencies to make environmental justice part of their missions. The law was enacted to avoid the use of federal funds for projects, programs, or other activities that generate disproportionate or discriminatory adverse impacts on minority or low-income populations. The U.S. Department of Transportation (USDOT) promotes environmental justice as an integral part of the long range transportation planning process as well as individual project planning and design.

According to the USDOT, environmental justice requires the understanding and incorporation of the unique needs of distinct socioeconomic groups in order to create transportation projects that fit harmoniously within the framework of their communities without sacrificing safety or mobility. The environmental justice assessment incorporated in the LRTP is based on three fundamental principles derived from guidance issued by the USDOT:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low-income populations.
- Ensure all potentially affected communities' full and fair participation in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by

minority and low-income populations.

Investments made in the TIP must be consistent with federal Title VI requirements. Additionally, the process by which new projects are identified and prioritized for inclusion in the TIP must consider the equitable selection of projects in accordance with federal Title VI requirements. Title VI and Civil Right requirements are detailed in the [Lowcountry Council of Governments Civil Right Policies and Procedures](#).

Development of the TIP

The LATS regional Transportation Improvement Program (TIP) for Federal Fiscal Years (FFY) 2024-2033 is a prioritized, financially constrained, multi-year program that supports the implementation of transportation projects in the region. The federally mandated document is updated no less than every four years and lists transportation projects anticipated to receive federal aid within a ten-year horizon. The TIP also includes non-federal aid projects that receive financial support from the state and locally funded regionally significant projects. Because the document is fiscally constrained, it must demonstrate reasonable funding potential based on the MPO's obligation authority and local sources. As such, the total cost of projects included in the TIP must realistically reflect the amount of federal and state funding anticipated to be available during the TIP's horizon.

Projects and programs incorporated into the FY 2024-FY 2033 TIP are new and continuing projects and programs that originated in the 2045 LATS Long Range Transportation Plan, as well as SCDOT-identified projects for the Lowcountry region. The FY 2024- FY 2033 TIP has been developed by LATS with the cooperation of SCDOT and LRTA. The TIP has been advertised and made available for public comment for thirty calendar days. While the TIP is usually approved every three years, the document may be amended and corrected as needed. Procedures for amending and modifying the TIP are detailed in the next section.

Financial Constraint

The TIP must be financially constrained, meaning that the amount of funding programmed must not exceed the amount of funding estimated to be available. In developing the FY 2024- FY 2033 TIP, LATS has taken into consideration the transportation funding revenues anticipated during the years of the TIP cost estimates based on the year of expenditure (using a 3% inflation rate) and has found the FY 2024 to FY 2033 TIP to be financially constrained. Should an action occur in the future that significantly affects the funding of programmed projects in the TIP, LATS along with its partners and the project sponsors would review the impact to the TIP. Appropriate action, such as potential amendments to the TIP, to address the funding of affected projects would be taken at that time.

Long Range Transportation Plan

Federal funding cannot be allocated to transportation projects within the MPO region unless they are included in the financially constrained portion of the long range transportation plan. The LATS 2045 Long Range Transportation Plan (LRTP) defines the community's strategy for

creating a regional transportation system that accommodates the current mobility needs of residents and looks to the future to anticipate where new needs may arise. To reflect changing conditions and planning principles, the plan is required to be updated every five years. It articulates goals and objectives for future projects and programs over a 20-year horizon based on existing needs and anticipated fiscal constraints. In response to federal mandates and the desires of residents, the LRTP addresses all modes of transit, including automobile, bicycle, pedestrian, transit, air, and rail movements.

Project Prioritization

To best understand how to allocate the region's limited financial resources, it is important to establish priorities for widening, new location, and intersection improvement projects. To balance priorities, project evaluations need to go beyond traffic impacts to consider cultural, environmental, economic, multimodal, and land use considerations. Recognizing the need to create a balanced prioritization to establish project rankings, the South Carolina legislature passed Act 114 in 2007, which added Sections 57-1-370 and 57-1-460 to the South Carolina Code of Laws. These sections provide details of the ranking process to be used by SCDOT as well as the state's MPOs and Councils of Governments (COGs).

Capital roadway projects recommended in the LRTP are evaluated using a priority ranking that is consistent with Act 114 guidance and SCDOT best practices. The criteria are also required to reflect the needs and priorities of the MPO area. The LATS Technical Committee develops roadway project prioritization criteria in collaboration with SCDOT. Projects are separated and evaluated by project type: roadway widening (Table 6), new roadways (Table 7) and intersections/interchanges improvements (Table 8). The evaluation measures used to assess each project in the 2045 LRTP are shown here along with their potential point ranges. Data for this prioritization process was gathered from the region's travel demand model and SCDOT data sources. The prioritization process established in the LRTP will be used as the basis for identifying future roadway capital projects for inclusion in the TIP.

Bicycle and pedestrian projects that are co-located with another roadway improvement were included in the roadway prioritization process. Independent bicycle and pedestrian projects as well as studies were not required to be prioritized as part of the LRTP. These projects will continue to be prioritized through the identification efforts of the LATS Committee members. Transit projects will continue to be prioritized through the planning efforts of the LRTP.

Table 6: Corridor and Widening Project Prioritization Criteria

Evaluation Criteria	Definition	Percentage of Score
Traffic Volume and Congestion	The traffic volume and congestion score are based on current and future traffic volumes and associated level-of-service (LOS).	35%
Located on a Priority Network	The priority network score is based on a project's location in relationship to defined priority network.	25%
Public Safety	The public safety score is based on crash rates.	10%
Economic Development	The economic development score is based off of an assessment of livability, regional economic development, benefit-cost & cost effectiveness, and system performance.	7%
Truck Traffic	The truck traffic score is based on current and project truck percentages.	10%
Financial Viability	The financial viability score is based on estimated project cost in comparison to the ten-year State Transportation Improvement Program (STIP) budget. Additional consideration will be given to projects supplemented with local project funding and/or other federal and state funding.	5%
Pavement Quality Index (PQI)	The PQI score is based on pavement condition assessment.	3%
Environmental Impacts	The environmental impact score is based on an assessment of potential impacts to natural, social, and cultural resources.	5%

Table 7: New Location Project Prioritization Criteria

Evaluation Criteria	Definition	Percentage of Score
Traffic Volume and Congestion	The traffic volume and congestion score is based on a comparison of network hours of delay between build and no-build scenarios.	40%
Economic Development	The economic development score is based off of an assessment of livability, regional economic development, benefit-cost & cost effectiveness, and system performance.	20%
Environmental Impacts	The environmental impact score is based on an assessment of potential impacts to natural, social, and cultural resources.	15%
Connectivity to a Priority Network	The priority network score is based on the proposed road's relationship to a priority network.	15%
Financial Viability	The financial viability score is based on estimated project cost in comparison to the ten-year State Transportation Improvement Program (STIP) budget. Additional consideration will be given to projects supplemented with local project funding and/or other federal and state funding.	10%

Table 8: Intersection/Interchange Improvements Project Prioritization Criteria

Evaluation Criteria	Definition	Percentage of Score
Traffic Volume and Congestion	The traffic volume and congestion score is based on current and future traffic volumes and the associated level-of-service.	35%
Public Safety	The public safety score is based on crash rates.	25%
Truck Traffic	The truck traffic score is based on current and projected truck percentages.	10%
Located on a Priority Network	The priority network score is based on the project's relationship to a priority network.	15%
Financial Viability	The financial viability score is based on estimated project cost in comparison to the ten-year State Transportation Improvement Program (STIP) budget. Additional consideration will be given to projects supplemented with local project funding and/or other federal and state funding.	5%
Economic Development	The economic development score is based off of an assessment of livability, regional economic development, benefit-cost & cost effectiveness, and system performance.	5%
Environmental Impacts	The environmental impact score is based on an assessment of potential impacts to natural, social, and cultural resources.	5%

Public Involvement

Public involvement associated with LATS serves to actively solicit ideas from residents and stakeholders of the study area. Public involvement also seeks to provide meaningful ways for these residents and stakeholders to communicate with decision makers regarding the allocation of transportation funds. To better detail the role of public involvement in the preparation of key planning documents, LATS has adopted a [Public Participation Plan](#) (PPP). Through the implementation of the PPP, residents and stakeholders have access to information as well as established ways to provide feedback. The PPP requires that there be at a minimum a thirty-day public comment period before approval for the TIP. The public involvement documentation can be found in Appendix C.

State Transportation Improvement Program

Just as each MPO is required to develop a TIP, each state is required to compile a Statewide Transportation Improvement Plan (STIP) as a requirement of federal regulations. The STIP includes all federally funded transportation projects from throughout the state. Projects must be in the STIP before funding authorities, such as FTA, FHWA, or the South Carolina Department of Transportation (SCDOT) can obligate or commit monies.

TIP Amendment Process

Major updates of the TIP are typically conducted on a four-year schedule. However, during the life of the TIP it may be necessary to update certain projects or elements. This section details the process for identifying and conducting a policy amendment or an administrative modification to the TIP (Table 9).

Amendments

An Amendment is a revision to the TIP that requires Policy Committee approval and involves major changes to a project or the overall program and must meet the requirements of 23 CFR 450.216 and 450.326 regarding public review and comment, re-demonstration of fiscal constraint, and transportation conformity. Amendments require a 21-Day Public Comment. An amendment is required when changes to the TIP include:

- Add a new project to the TIP, regardless of whether the project has been in a previous TIP or not.
- Delete a programmed project from the TIP.
- Delete or significantly change a regionally significant project feature of an existing project (for example, change the project termini).
- Delete a regionally significant project or defer it from the first four years of the TIP.
- Change a project's funding.
- Could potentially be inconsistent with recommendations in the LRTP; or
- Change a project description/scope or introduce any other change that is inconsistent with the National Environmental Policy Act (NEPA) documentation or will alter the NEPA determination.
- Changing the nature and or function of corridors and intersections.
- Adding or deleting road segments including interchange ramps; or
- Adding or deleting public transit routes, segments, or transfer points.

Administrative Modifications and Corrections

Administrative modifications include all changes other than policy amendments. Minor updates that do not require TAC approval or public involvement. Administrative modifications and Correction may include:

- Moving project staging between years without affecting the scope of the project, affecting its expected completion, or affecting the current year staging.
- Changing the federal/state/local funding source; a change to the percentage of the total project cost paid by each funding partner up to 25% may be approved administratively.
- Changing the designated responsible agency with the original sponsor's approval.
- Changing project funding in the first four TIP years per table on the following page.
- Changing the program allocation to the projects per table on the following page.
- Shifting carryover funds between years for projects.
- Combining or separating phases within a project that is part of an approved STIP may be approved administratively.

Table 9: TIP Amendments and Corrections

TIP Budget	Administrative Modifications & Corrections	Requiring Amendments
< \$100,000	Increase <u>less than</u> 100%	Increase 100% or greater
> \$100,000 - \$500,000	Increase <u>less than</u> \$500,000	Increase <u>greater than</u> \$500,000
> \$500,000 - \$5,000,000	Increase <u>less than</u> \$500,000	Increase greater than \$500,000
> \$5,000,000	Increase <u>less than</u> 10%	Increase <u>greater than</u> 10%

Amendments will typically be processed at the following Policy Committee meeting from the time of submission. Amendments will be recommended by the LATS Technical Committee for LATS Policy Committee consideration and action. Formal public hearings will not typically be held. Public notification of the actions will be posted on the LATS page of the LCOG website and input will be accepted during the public comment period of any of the committee meetings considering the amendments.

Administrative modifications submitted to LATS staff by the first working day of each month will typically be processed by the fifteenth working day of that month, provided they are complete. Processing may be delayed if additional information is required. Administrative modifications and corrections do not require committee review or approval.

LATS staff will process TIP revisions by:

- Entering the requested amendments and modifications into the TIP project database;
- Notifying SCDOT of amendments and modifications for inclusion in the STIP; and
- Sending a summary of amendments and modifications to the TIP notification list as needed.
- If a sponsor submits a TIP revision and LATS staff denies it, the sponsor may appeal the LATS staff decision to the Policy Committee.

Funding and SCDOT Programs

LATS projects are funded through federal, state, and local sources. Several sources of funds are involved and combined in projects that appear in the TIP. The following section identifies many of the funding sources and SCDOT programs that will be found in the TIP. Additional federal funding sources is detailed in Appendix A.

Regional Mobility Program (Guideshare Funds)

LATS receives a direct allotment of funds for road improvements from SCDOT through the

Regional Mobility Program (RMP), otherwise known as the System Upgrade Program. The South Carolina Transportation Commission sets aside approximately \$238 million dollars of FHWA and SCDOT funds each year and distributes the money among the state's eleven MPOs and ten Councils of Governments based on population and vehicle miles of travel in each region. The program also emphasizes expanding the existing network by widening existing roads, building new location roads and targeting bicycle and pedestrian needs. Currently LATS receives \$7,228,409 (in 2024) with an anticipated increase to \$8,518,448 in 2025 going forward.

Road improvements may include constructing new roads, adding traffic lanes to existing roads, constructing paved shoulders, installing traffic signals, constructing sidewalks or bike lanes, or making safety improvements.

Non Motorized transportation Funding

In 2012, Congress passed the Moving Ahead for Progress in the 21st Century (MAP-21) Highway Authorization Bill. The former Transportation Enhancement Program, created by earlier legislation, was rebranded as the Transportation Alternative Program, or TAP, to maintain a level of funding for projects that had frequently been left out of highway improvement plans in past years. For metropolitan areas with a population less than 200,000, projects are selected by the SCDOT Commission. Transportation Alternatives funds typically require a 20% match.

For the Transportation Alternatives Program, a pedestrian is not only defined as a person traveling by foot but also "any mobility impaired person using a wheelchair." The definition of a bicycle transportation facility is "a new or improved lane, path, or shoulder for use by bicyclists and a traffic control device, shelter, or parking facility for bicycles." Bicycle and pedestrian projects must be principally for transportation, rather than recreation or beautification purposes with a clear relationship to transportation and must also demonstrate a logical sense of connectivity.

Another program that funds non motorized projects is the Recreational Trails Program administered by South Carolina Park and Recreation and Tourism. The funds can be used to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The RTP funds come from the Federal Highway Trust Fund and represent a portion of the motor fuel excise tax collected from non-highway recreational fuel use.

South Carolina Transportation Infrastructure Bank (STIB)

The South Carolina Transportation Infrastructure Bank was created in 1997 (Bank Act), with the corporate purpose of the Bank to assist in financing major qualified projects by providing loans and other financial assistance to government units and private entities for constructing and improving highway and transportation facilities necessary for public purposes including economic development. To date, the Bank has assisted with funding up to \$5.9 billion on 100 projects, in 29 counties and 5 municipalities. Currently the Exit 3 interchange project and the US 278 improvements/Hilton Head Island Bridge replacement project have received funds from the STIB.

Transit Funding

The majority of the transit funding in the region comes from Federal Transit Administration (FTA) formula funds. Section 5307 Capital urbanized area mass transit formula program funds capital projects and requires a 20% local match. Section 5307 Operations urbanized area mass transit formula program funds operating assistance and requires a 50% match. Palmetto Breeze is the primary recipient of these funds in the Lowcountry. FTA Section 5310 funds have also been distributed within the region through a discretionary program where eligible applicants may apply annually. The program aims to improve mobility for older adults and people with disabilities by removing barriers to transportation service and expanding transportation mobility options. Additional FTA funds are detailed in Appendix A.

Pavement Program

Funding for resurfacing and other maintenance activities, interstate and interchange reconstruction, ramp modifications, and mainline widening, as well as Intelligent Transportation System (ITS) technology that provides the traveling public advanced notification of travel conditions and options for alternative routing. Interstate Program funds typically require a 10% or 20% match depending on the project type. Funding for resurfacing of Primary Routes (US and SC) and state secondary routes are eligible for federal funding. Funding is divided between three categories of improvements including reconstruction, rehabilitation and preservation. Pavement and Reconstruction funds typically require a 20% match. Pavement/Reconstruction – Funding for resurfacing of Primary Routes (US and SC) and state secondary routes eligible for federal funding. Funding is divided between three categories of improvements including reconstruction, rehabilitation and preservation. Pavement and Reconstruction funds typically require a 20% match. This is a Commission-approved funding category.

Bridge Program

The SCDOT Bridge Program funds projects that address structurally deficient or functionally obsolete bridges on the federal-aid system, with a portion of the funding required for use on bridges typically not eligible for federal funding (off-system). Bridge Program funds typically require a 20% match.

Safety Program

The SCDOT Safety Program fund projects in locations that have a statistically higher than average collision rate and/or severity rate that considers fatalities, injuries, and property damage. The Safety Program is comprised of the following categories:

- Intersection Improvements – Realignment, turn lanes, signalization
- Corridor Improvements – Spot improvements along segments of roadway
- Low Cost Intersection Improvements - Fluorescent signing, reflective sign post panels, additional signage, oversize stop signs, and remarking/re- striping
- Railroad Improvements – Safety enhancements to rail crossings
- Interstate Safety Improvements – Resurfacing (open-graded friction course), extending

an acceleration/deceleration lanes, clearing, and signing and marking improvements

Interstate Program

This program consists of the Interstate Upgrade Program, which is a state managed program for the Interstate System. The program typically require a 20% match.

Local Funds

Local funds area often used in part to fund portions of larger projects. Some examples of local funds include Local Options Sales Tax (LOST), Beaufort County Penny Referendum (2018) 1% sales tax, Jasper County Penny Transportation Sales Tax and development impact fees.

SCDOT Project Fiscal Constraint

SCDOT uses Advanced Construction or “AC” as a highway financing tool that allows projects to be built earlier than they would under normal federal funding constraints. The SCDOT has developed two methods for utilization of AC in the STIP: Financial AC and Project AC. Financial AC is used as a highway financing tool enabling programming levels to exceed the federal apportionment budget. The additional programming capacity is important to balance the variability in project delivery that can routinely occur during all phases of project development, with a sufficient number and value of projects to efficiently meet the federal obligation limitation requirements on an annual basis. Financial AC represents the commitment of state funds to satisfy the programming levels exceeding available federal funding in a given year. An authorization as AC allows for a project to be undertaken with state or local funds, while maintaining eligibility to convert the project to federal aid in the future. In addition, Financial AC is used to demonstrate fiscal constraint, which reflects the ability to adequately fund and deliver the Federal-Aid Program in South Carolina.

Financial AC represents a large group of projects with many variables and for this reason they are shown as an aggregate estimate of both the AC incurred and converted for each fiscal year. Project AC is used for larger projects and is typically associated with the construction phase. Project AC is shown in the STIP for individual projects with phases of work equal to or greater than \$50 million. Project AC allows for an efficient use of federal obligation limitation on larger projects by metering the use of federal funds as the project incurs expenditures.

2024-2033 TIP Funding Table

The TIP funding Table 13 identifies the projects included in the FY 2024- FY 2033 LATS Transportation Improvement Program. Funding for each project is shown by fiscal year as well as federal funding program. All the projects contained within this table fall within the LATS MPO boundary. Cost estimates for the projects shown in this table were developed in collaboration with LATS members and SCDOT, and are shown in year of expenditure, thousands of dollars. Some of the projects are broken into phases, reflecting when construction, right-of-way, or preliminary engineering are expected to occur as well as the funding levels for each phase. Additional details on each project and program can be found in Appendix B.

LATS TRANSPORTATION IMPROVEMENT PROGRAM - FY 2024-2033 FINANCIAL STATEMENT																									
REGIONAL MOBILITY PROJECTS																									
DOLLAR AMOUNTS REPORTED IN 1,000'S									FY 2024-2033 TIP WINDOW											5/9/2024					
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	L RTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)	PHASE OF WORK	PREVIOUS FUNDING	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST			
P123456	US-17 Back River Bridge (P:039869)	Jasper	1	Regional Mobility	MPO	STBGP		CON				\$8,000								\$8,000		\$8,000			
	S-23: US 321 and SC 46 Intersection Improvements	Jasper	2	Regional Mobility	MPO	STBGP		PE						\$750						\$750		\$1,641			
	H-2: US 17 (Whyte Hardee Blvd) from I-95 (Exit 5) to John Smith Rd Access Management	Jasper	1	Regional Mobility	MPO	STBGP		PE			\$1,000									\$1,000		\$2,740			
	JC-11 US 278 Corridor Improvements from Argent to I-95	Jasper	1	Regional Mobility	MPO	STBGP		PE			\$2,000									\$2,000		\$58,000			
	BC 12/JC 01 Corridors Improvements SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170 (Triangle Project)	Beaufort Jasper	1	Regional Mobility	MPO	STBGP		PE			\$2,500									\$2,500		\$247,500			
	SC 170 Multi-Use Path: SC 46 to Boundary	Beaufort Jasper	NA	Regional Mobility	MPO	STBGP		PL			\$250									\$250					
	Lady's Island Bridge Study	Beaufort	NA	Regional Mobility	MPO	STBGP		PL			\$200									\$200					
	BC-10 Ribaut Road Corridor Improvements	Beaufort	2	Local	MPO	LOC	local	PL	\$271													\$135,000			
				Regional Mobility	MPO	STBGP		PE			\$2,500								\$2,500						
				Regional Mobility	MPO	STBGP		ROW					\$2,500							\$2,500					
	S-12 US 21 (Parris Island Gateway)/SC 170 (Robert Smalls Road) Intersection Improvements	Beaufort	1	Regional Mobility	MPO	STBGP		PE				\$500								\$300					
				Regional Mobility	MPO	STBGP		ROW				\$500							\$500						
				Regional Mobility	MPO	STBGP		CON						\$3,500						\$3,500					
	S16: US 21 & SC 128 Intersection Improvements	Beaufort	1	Regional Mobility	MPO	STBGP		PE			\$500									\$300					
				Regional Mobility	MPO	STBGP		ROW				\$500							\$500						
				Regional Mobility	MPO	STBGP		CON					\$2,500						\$2,500						
	BL-2 Bluffton Parkway 5B New Location	Beaufort	3	Regional Mobility	MPO	STBGP		PE			\$1,200									\$1,200	\$300	\$48,500			
				Local	MPO	LOC	Local	PE			\$300														
	Hilton Head Island Bridge Study	Beaufort	NA	Regional Mobility	MPO	STBGP		PL					\$200							\$200					
	HHI-05 Cross Island Parkway Corridor Improvements	Beaufort	1	Regional Mobility	MPO	STBGP		PE					\$2,500							\$2,500		\$96,500			
				Regional Mobility	MPO	STBGP		ROW					\$1,000						\$1,000						
	HHI-2 Gumtree Road and US 278 Intersection Improvements	Beaufort	3	Regional Mobility	MPO	STBGP		PE								\$1,500				\$1,500		\$6,500			
P042254	SC/46/SC 315 from SC 170 To US 17 with expanded scope Bluffton Parkway from SC 170 to I-95	Beaufort Jasper	NA	Regional Mobility	MPO	STBGP		PL	\$250																
				Regional Mobility	MPO	STBGP		PL	\$160																
				Local	MPO	LOC	Local	PL	\$40																
P042885	Bluffton Parkway US 278 (Flyover) to SC 170	Beaufort	NA	Regional Mobility	MPO	STBGP		PL	\$160																
				Local	MPO	LOC	Local	PL	\$40																
P042886	SC 170 from Boundary Street to SC 46	Beaufort Jasper	NA	Regional Mobility	MPO	STBGP		PL	\$400																
P042888	US 278 Corridor Project I-95 to Sea Pines Circle	Beaufort	NA	Regional Mobility	MPO	STBGP		PL	\$500																
P032094	ITS Plan	Beaufort Jasper	NA	Regional Mobility	MPO	STBGP		PL	\$220																
				Local	MPO	LOC	Local	PL	\$55																
KEY: PL: PLANNING/FEASIBILITY, PE: ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS, ROW: RIGHT-OF-WAY AQUSITION, CON: CONSTRUCTION, AD: ADMINISTRATION, CA: CAPITAL, FC: TRANSIT FACILITY CONSTRUCTION, VA: TRANSIT VEHICLE ACQUISITION, PS: TRANSIT PURCHASE OF SERVICE, OP: OPERATIONS, O: OTHER, CORRECTIONS ARE HIGHLIGHTED IN YELLOW AMENDMENTS ARE HIGHLIGHTED IN ORANGE									MPO/COG REGIONAL MOBILITY ALLOCATION				\$5,938	\$7,228	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518				
									CARRYOVER				\$4,824	\$8,560	\$15,788	\$14,156	\$13,674	\$13,992	\$18,260	\$25,778	\$32,796			\$41,314	\$49,832
									PROPOSED ADVANCEMENT (SCDOT)																
									DEBT SERVICE				(\$378)												
									PAYBACK (SCDOT)																
									REGIONAL MOBILITY FUNDS AVAILABLE FOR PROJECTS				\$10,384	\$15,788	\$24,306	\$22,674	\$22,192	\$22,510	\$26,778	\$34,296	\$41,314			\$49,832	\$58,350
									REGIONAL MOBILITY FUNDS ALLOCATED TO PROJECTS				(\$2,096)		(\$10,150)	(\$9,000)	(\$8,200)	(\$4,250)	(\$1,000)	(\$1,500)					
L RTP Priority: Tier 1 Score 1-10 , Tier 2 Score 11-20, Tier 3 Score 21-30, Tier 4: Score 31-40									BALANCE				\$8,560	\$15,788	\$14,156	\$13,674	\$13,992	\$18,260	\$25,778	\$32,796	\$41,314	\$49,832	\$58,350		

LATS TRANSPORTATION IMPROVEMENT PROGRAM - FY 2024-2033 FINANCIAL STATEMENT																							
REGIONAL MOBILITY PROJECTS																							
DOLLAR AMOUNTS REPORTED IN 1,000'S									FY 2024-2033 TIP WINDOW											5/9/2024			
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	L RTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)	PHASE OF WORK	PREVIOUS FUNDING	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST	
NON-REGIONAL MOBILITY PROJECTS																							
TRANSIT																							
	Lowcountry Regional Transportation Authority	Beaufort/Jasper	NA	Mass Transit	5307-SM URB	5307-SU		OPS	\$403	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$5,703			
				Mass Transit	5307-SM URB	5307-SU		AD	\$120	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$2,720			
				Mass Transit	5307-SM URB	5307-SU		PL	\$58	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$378		
				Mass Transit	5307-SM URB	5307-SU		CA	\$272	\$293	\$293	\$293	\$293	\$293	\$293	\$293	\$293	\$293	\$293	\$293	\$3,202		
	Programs for Exceptional People	Beaufort	NA	Mass Transit	5310-SM URB	5310-SU		CA		\$70													
				Mass Transit	5310-SM URB	LOC		CA		\$12													
Sub Total									\$853	\$1,197	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$12,003			
INTERSTATE																							
P040503	I-95 New Interchange - Exit 3	Jasper	NA	SIB	SIB	LOC		PE	\$3,400														
				SIB	SIB	SIB		CON		\$39,400										39,400			
P041784	I-95 Widening from MM 8 to MM 21	Jasper	NA	System Upgrade Interstate	Widening/New Construction	NHP		PE	\$13,900	\$22,100										22,100			
				System Upgrade Interstate	Widening/New Construction	NHP		CON				\$10,000								10,000			
				System Upgrade Interstate	Widening/New Construction	NHP		CON ACC					\$47,600	\$57,600	\$57,600	\$57,600	\$57,600			278,000			
				System Upgrade Interstate	Widening/New Construction	AC		CON				\$278,000											
Sub Total									\$17,300	\$61,500			\$47,600	\$57,600	\$57,600	\$57,600	\$57,600			\$349,500			
BRIDGES																							
P030481	I-95 Bridge Replacements over SC 46 (Bridge Asset ID 5325)	Jasper	NA	Bridges	Interstate/NHS	SFP		CON		\$13,300										13,300			
P030260	I-95 SB over Bagshaw Swamp/Bridge Replacement	Jasper	NA	Bridges	Interstate/NHS	SFP		CON		\$5,387										5,387			
P030450	US 278 Corridor Improvements from Buckingham Plantation Dr to Spanish Wells Road, including replacement of the EB Mackay Creek Bridge, Intersection Improvements on Pinkney Island and improvements to Jenkins Island	Beaufort	NA	Bridges	Interstate/NHS	NHP		ROW		\$500										500			
				Bridges	Interstate/NHS	NHP		CON			\$13,000									13,000			
				Bridges	Interstate/NHS	NHP		CON ACC				\$13,000	\$13,000	\$13,000	\$13,000					52,000			
				Local	Local	LOC	Beaufort Sales tax	ROW		\$4,843										4,843			
				Local	Local	LOC	Beaufort Sales tax	CON			\$80,000									80,000			
				Local	Local	LOC		CON			\$36,200									36,200			
				Bridges	Interstate/NHS	AC		CON			\$52,000												
Sub Total										\$4,843	\$236,200	\$13,000	\$13,000	\$13,000	\$13,000					\$293,043			
PAVEMENTS																							
	Non-FA Secondaries			Pavements	Non-FA Secondaries	MTN		CON	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	6,743			

LATS TRANSPORTATION IMPROVEMENT PROGRAM - FY 2024-2033 FINANCIAL STATEMENT																						
REGIONAL MOBILITY PROJECTS																						
DOLLAR AMOUNTS REPORTED IN 1,000'S									FY 2024-2033 TIP WINDOW											5/9/2024		
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	L RTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)	PHASE OF WORK	PREVIOUS FUNDING	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST
	Primary	Beaufort	NA	Pavements	Non-NHS Primary	SFP		CON	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	28,798		
	FA Secondaries			Pavements	FA Secondaries	SFP		CON	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	19,437		
	Non-FA Secondaries			Pavements	Non-FA Secondaries	SFP		CON	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	4,774		
	Non-FA Secondaries	Jasper	NA	Pavements	Non-FA Secondaries	MTN		CON	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	5,940		
	FA Secondaries			Pavements	FA Secondaries	SFP		CON	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	10,868		
	Primary			Pavements	Non-NHS Primary	SFP		CON	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	48,741		
	Non-FA Secondaries			Pavements	Non-FA Secondaries	SFP		CON	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	4,202		
Sub Total									\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$129,503		
SAFETY																						
P040106	I-95 Corridor Improvements from GA Stateline to Exit 8 US 278/I-95 (0MM-8MM)	Jasper	NA	System Upgrade Interstate	Widening/New Construction	AC		PE	\$6,800											6,800		
				System Upgrade Interstate	Widening/New Construction	AC		ROW	\$16,500											16,500		
				System Upgrade Interstate	Widening/New Construction	AC		CON		\$488,902												
				System Upgrade Interstate	Widening/New Construction	NHP		PE ACC	\$11,500	\$11,500										23,000		
				System Upgrade Interstate	Widening/New Construction	NHP		ROW	\$3,300											3,300		
				System Upgrade Interstate	Widening/New Construction	NHP		ROW ACC		\$8,250	\$8,250									16,500		
				System Upgrade Interstate	Widening/New Construction	NHP		CON ACC			\$97,780	\$97,780	\$97,780	\$97,780	\$97,780				488,900			
				System Upgrade Interstate	Widening/New Construction	LOC	GDOT	CON		\$97,018										97,018		
P041048	Intersection Improvement SC 116 (Laurel Bay Rd) / S-597 (Stanley Farm Rd) (P041048)	Beaufort	NA	Safety	Safety Improvements	HSP		ROW			\$100									\$100		
				Safety	Safety Improvements	HSP		CON				\$2,250							\$2,250			
P041053	Intersection Improvement US 278 (Independence Blvd) / S-442 (Argent Blvd) (P041053)	Jasper	NA	Safety	Safety Improvements	HSP		ROW		\$100										\$100		
				Safety	Safety Improvements	HSP		CON			\$2,250								\$2,250			
Sub Total									\$3,300	\$116,868	\$108,280	\$100,030	\$97,780	\$97,780	\$97,780					\$610,418		
TRANSPORTATION ALTERNATIVES																						
PO42703	Spanish Moss trail Extension Project	Beaufort	NA	TAP	Areas>50k<200k	TAP		CON	\$1,150													
					Areas>50k<200k	TAP	Local	CON	\$287													
Sub Total									\$1,437													
LOCAL PROJECTS OF REGIONAL SIGNIFICANCE																						
	Burnt Church Road (Bluffton Parkway to Alljoy Road/Bridge Street)	Beaufort	3	Local	Local	LOC	Beaufort County	PE	\$1,350													
				Local	Local	LOC		ROW			\$1,500									1,500		
								CON			\$18,000									18,000		
	SC 170 Okatie Center Boulevard S. to SC 462	Beaufort/Jasper	1	Local	Local	LOC	Beaufort County	PE	\$30													
				Local	Local	LOC		ROW	\$20													
				Local	Local	LOC		CON	\$8,000													

LATS TRANSPORTATION IMPROVEMENT PROGRAM - FY 2024-2033 FINANCIAL STATEMENT																						
REGIONAL MOBILITY PROJECTS																						
DOLLAR AMOUNTS REPORTED IN 1,000'S									FY 2024-2033 TIP WINDOW											5/9/2024		
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	LRTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)	PHASE OF WORK	PREVIOUS FUNDING	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST
	S-14 Lady's Island Drive/Cat Island Intersection Improvements	Beaufort	3	Local	Local	LOC	Beaufort County	PL	\$35													
				Local	Local	LOC		PE			\$360									\$360		
				Local	Local	LOC		CON				\$3,000								\$3,000		
	BL-5: SC 46 Corridor Improvements (SC 170 to SC 46 Plantation Drive)	Beaufort	1	Local	Local	LOC	Beaufort County	PE			\$750										\$750	\$34,250
	Lady's Island Corridor Improvements along US 21/SC 802 between Beaufort Memorial Bridge and St Helena Island	Beaufort	3	Local	Local	LOC	Beaufort County	PE	\$1,206													
				Local	Local	LOC		ROW	\$10,100													
				Local	Local	LOC		CON	\$30,000													
	BL1: Buckwalter Frontage Connector from Buckwalter to Willow Run New Location	Beaufort	1	Local	Local	LOC	Town of Bluffton	PE				\$850										
				Local	Local	LOC		ROW				\$100							\$80			
				Local	Local	LOC		CON					\$2,500									
Sub Total									\$50,741		\$2,610	\$18,850	\$3,100	\$2,500						\$80		
Total									\$91,342	\$203,409	\$368,496	\$153,286	\$182,886	\$192,286	\$189,786	\$79,006	\$79,006	\$21,406	\$21,406	\$1,394,547		

Appendix A: Federal Funding Sources

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Bridge Formula Program		Formula	Replacement, rehabilitation, preservation, or construction of bridges on public roads. 15% of funds are reserved for non-Federal-aid highway bridge projects.
Bridge Investment Program		Discretionary	Replacement, rehabilitation, or preservation of bridges in the National Bridge Inventory (NBI). Culvert improvements that improve flood control and/or aquatic habitat connectivity.
Carbon Reduction Program	CRP	Formula	Capital projects or strategic products focused on reduction of transportation emissions.
Charging and Fueling Infrastructure		Discretionary	Deployment of alternative fueling and associated infrastructure in designated alternative fuel corridors as well as communities. Operating assistance for five years after installation.
Congestion Mitigation and Air Quality Improvement Program	CMAQ	Formula	Wide range of emission-reducing, air-quality maintenance, or air-quality improvement projects. Project must be located in air quality nonattainment area or maintenance areas for ozone, carbon monoxide, and small particulate matter.
Ferry Boat Program	FBP	Formula	Ferry boat and ferry terminal facility projects.

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Highway Safety Improvement Program	HSIP	Formula	Implementation of infrastructure-related highway safety improvements, focusing on reduction in fatalities and serious injuries.
National Electric Vehicle Program		Combination	Deployment of interconnected network of electric vehicle charging infrastructure.
National Highway Freight Program	NHFP	Formula	Projects that improve the efficient movement of freight on the National Highway Freight Network
National Highway Performance Program	NHPP	Formula	Supports the condition and performance of the National Highway System, including the replacement or rehabilitation of the system's capital assets.
Promoting Resilient Operations for a Transformative, Efficient, and Cost-saving Transportation	PROTECT	Combination	Transportation projects, including highway, transit, and port facilities, oriented toward resilience improvements and evacuation preparation/planning.
Reduction of Truck Emissions at Port Facilities Program		Discretionary	Evaluation, innovation, and deployment of projects that reduce port-related emissions.

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Rural Surface Transportation Grants		Discretionary	Highway, bridge, tunnel, freight, safety, or bridge project that supports economic growth and quality of life in rural areas and/or integrated transportation demand management, mobility management, or on-demand systems that support economic growth and quality of life
Safe Streets and Roads for All		Discretionary	Planning, design, and construction of projects identified in a comprehensive safety action plan; or, the development of a safety action plan.
Strategic Innovation for Revenue Collection (formerly Surface Transportation System Funding Alternatives)	SIRC (formerly STSFA)	Discretionary	User-fee based revenue mechanisms at the State, local, and regional level that may provide insight into future alternatives that may help maintain the solvency of the federal Highway Trust Fund.
Surface Transportation Block Grant	STBG	Formula	A broad range of surface transportation capital needs, including roads; transit, sea, and airport access; and vanpool, bicycle, and pedestrian facilities.
Transportation Alternatives	TA	Discretionary	Typically a variety of smaller-scale transportation projects, such as bicycle, pedestrian and trail facilities. Encompasses eligible activities from the former Safe Routes to School (SRTS) program.
Buses and Bus Facilities Program	§ 5339	Combination	Purchase or rehabilitation of buses and related equipment that support fixed-route bus service, disbursed based on formula. Additional funds available through competitive grant programs, one of which only low and zero-emission vehicles are eligible

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Formula Grants for Rural Areas	§ 5311	Formula	Broad range of activities, including planning, capital, reverse commute, and acquisition. Typically used by Nantucket for operating assistance.
State of Good Repair and Rail Vehicle Replacement Program	§ 5337	Combination (formula- based available to only urbanized areas).	Projects that maintain, rehabilitate, and replace capital assets including rail rolling stock, as well as projects that implement transit asset management plans.
Public Transportation Innovation	§ 5312	Discretionary	Broad range of activities that demonstrate innovation in public transportation, including capital projects and products that assist in operations and asset management.

Appendix B: 2024-2033 Project Pages

Project Name: US 17 Back River Bridge

SCDOT Pin #: P039869

Lead Agency: LATS/SCDOT

County: Jasper

Length: 0.86 Miles

Program: Regional

Total Cost: \$16,000,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☒ System Reliability

Project Description:

Widening of US 17 over the Back River. Existing 2 lane bridge will be replaced with a 4-lane bridge, 2 lanes in each direction. Bridge spans the border of South Carolina and Georgia.

Additional funding from SCDOT, GDOT and CORE MPO

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2026	STBGP	8,000,000 (CON)		

Total: \$8,000,000

Project Name: US 321 and SC 46 Intersection Improvements (S-23)

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Intersection improvements at US 321 (Deerfield Rd) and SC 46 (Church Rd).

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2028	STBGP	750,000 (PE)		

Total: \$750,000

Project Name: US 17 (Whyte Hardee Blvd) from I-95 (Exit 5) to John Smith Rd Access Management (H-2)

SCDOT Pin #:

Lead Agency:

LATS/SCDOT

County:

Jasper

Length:

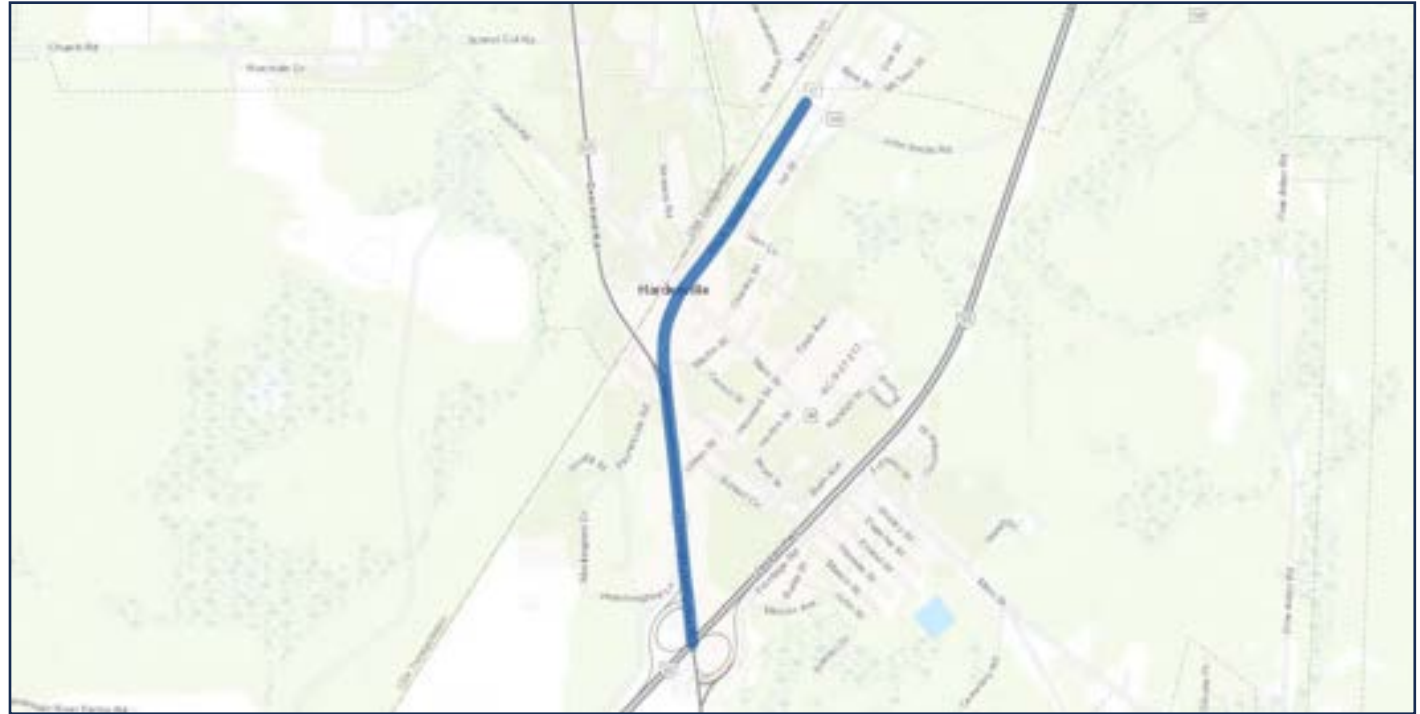
1.89 Miles

Program:

Regional Mobility

Total Cost:

3,740,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Access management and safety improvements along US 17 (Whyte Hardee Boulevard).

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	1,000,000 (PE)		

Total: \$1,000,000

Project Name: US 278 Corridor Improvements from Argent to I-95 (JC-11)

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Widening of US 278 from I-95 to Argent Blvd. Road will be widened from 4 lanes to 6 lanes.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	2,000,000 (PE)		

Total: \$2,000,000

BC 12/JC 01 Corridors Improvements SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170 (Triangle Project)

Project Name:

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Widening and intersection improvements of the 3 major roads within the "triangle". SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170. Argent will be widened from 2 lanes to 4 lanes and include improved intersections for safety and congestion relief. SC 170 will be widened from 4 lanes to 6 lanes and will include improved intersections in the manor of R-Cut style intersections for improved safety and congestion relief.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	2,500,000 (PE)		

Total:

Project Name: SC 170 Multi-Use Path: SC 46 to Boundary

SCDOT Pin #:

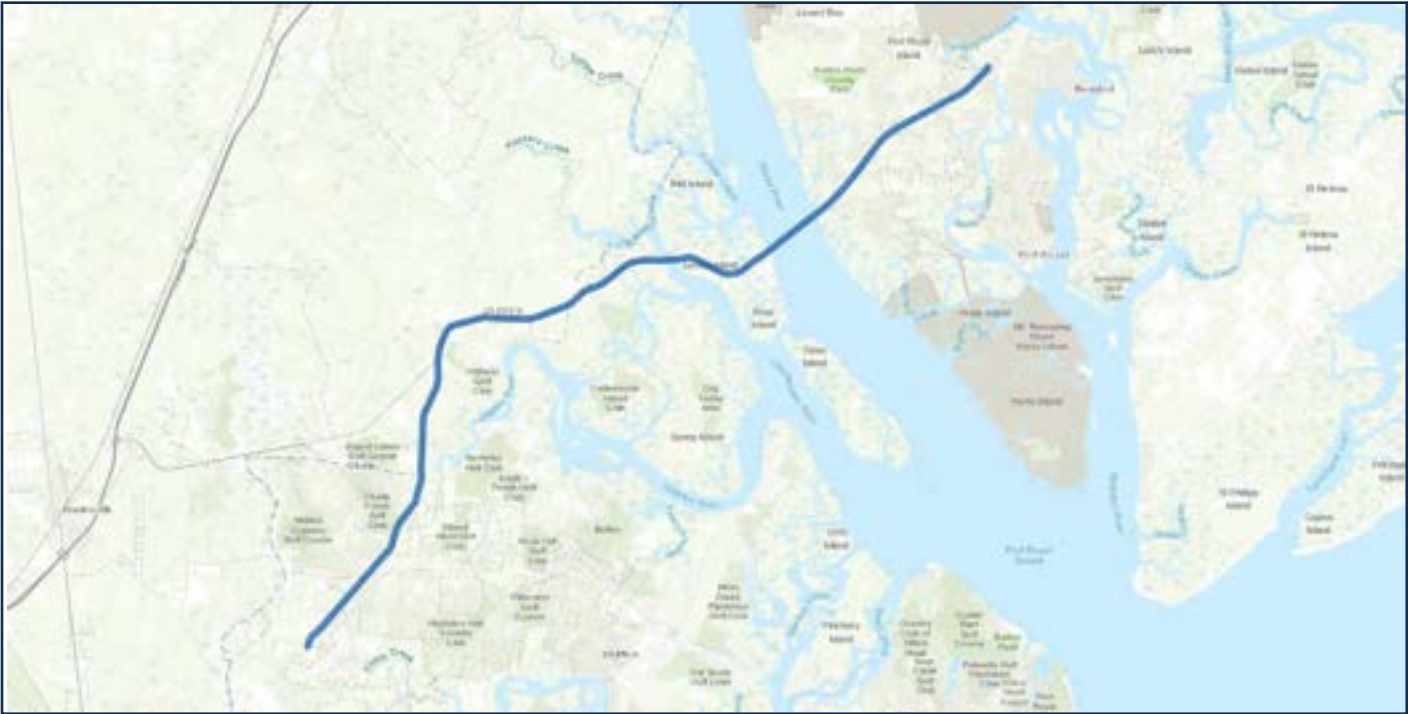
Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☐ Congestion Reduction
- ☒ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☐ System Reliability

Project Description:

A multi-use path will be constructed to serve cyclists and pedestrians, from SC 46 to Boundary Street. The path will make biking and walking along SC 170 safer while enhancing multi-modal opportunities. Project is part of the East Coast Greenway. Project includes planning and scoping.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	250,000 (PL)		

Total: \$250,000

Project Name: Lady’s Island Bridge Feasibility Study

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:

N/A

National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

The study will analyze the feasibility of a third bridge connecting Lady’s Island and Beaufort.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	200,000 (PL)		

Total: \$200,000

Project Name: Ribaut Road Corridor Improvements (BC-10)

SCDOT Pin #:

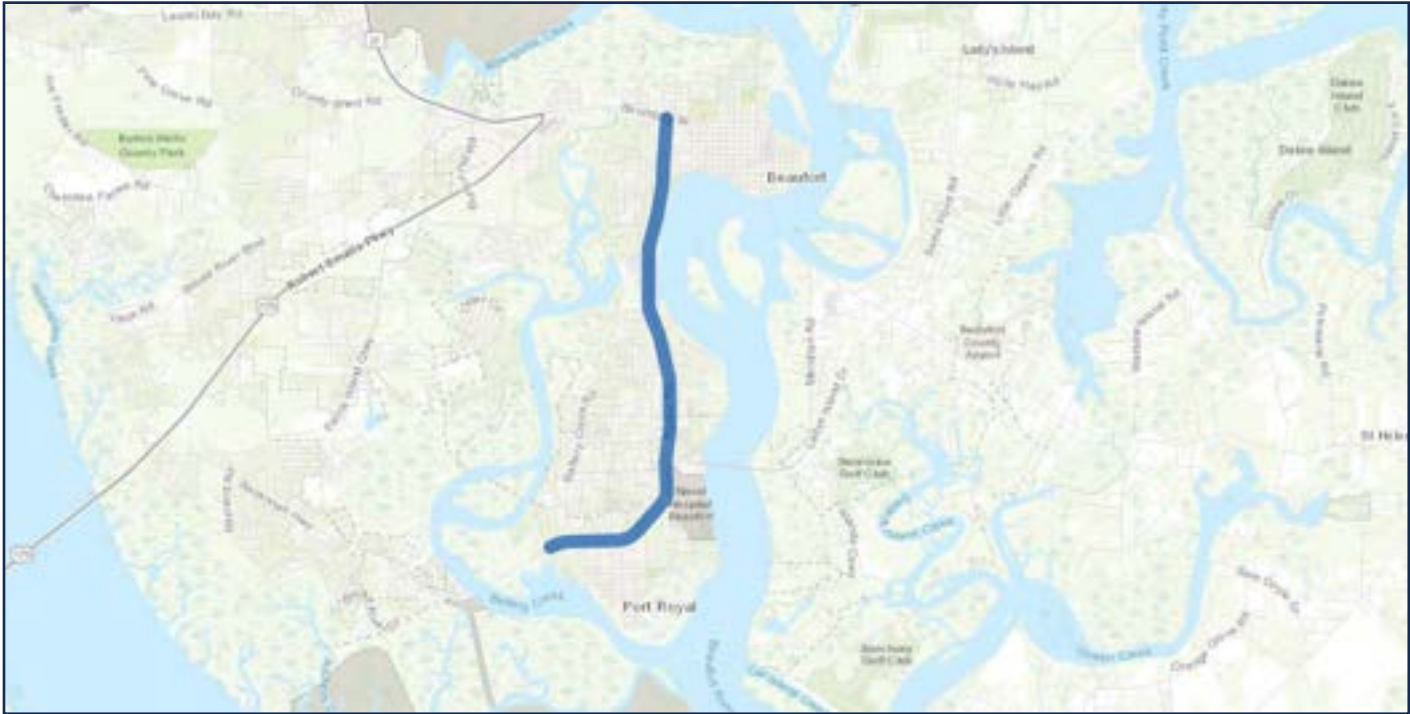
Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☐ Congestion Reduction
- ☒ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☐ System Reliability

Project Description:

A complete street project to revitalize the Ribaut Road corridor from the Bell Bridge to Boundary St. The project involves making the street safer for pedestrians and cyclists while beautifying the corridor and creating a sense of place.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	2,500,000 (PE)		
FY 2027	STBGP	2,500,000 (ROW)		

Total: \$5,000,000

Project Name: US 21 (Parris Island Gateway)/SC 170 (Robert Smalls Road) Intersection Improvements (S-12)

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Intersection improvements at US 21 (Parris Island Gateway) and SC 170 (Robert Smalls Parkway) for safety and congestion relief.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2026	STBGP	500,000 (PE)		
FY 2027	STBGP	500,000 (ROW)		
FY 2028	STBGP	3,500,000 (CON)		

Total:

Project Name: **US 21 & SC 128 Intersection Improvements (S-16)**

SCDOT Pin #:

Lead Agency:

Beaufort

County:

Beaufort

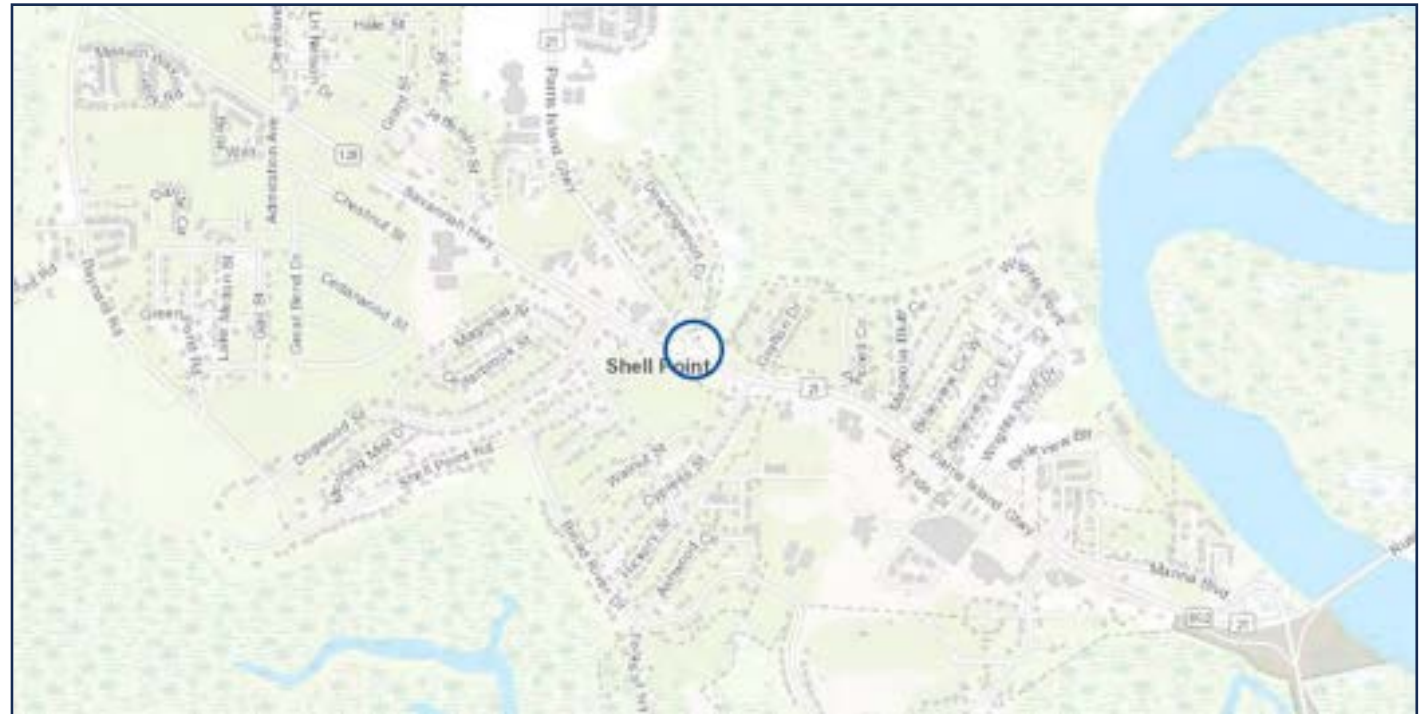
Length:

N/A

Program:

**Regional Mobility,
Regional**

Total Cost:

\$3,500,000

National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Intersection improvements at US 21 (Parris Island Gateway) and SC 128 (Savannah Hwy). Improvements will relieve congestion and increase safety.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	500,000 (PE)		
FY 2026	STBGP	500,000 (ROW)		
FY 2027	STBGP	2,500,000 (CON)		

Total: **\$3,500,000**

Project Name: Bluffton Parkway 5B New Location (BL-02)

SCDOT Pin #:

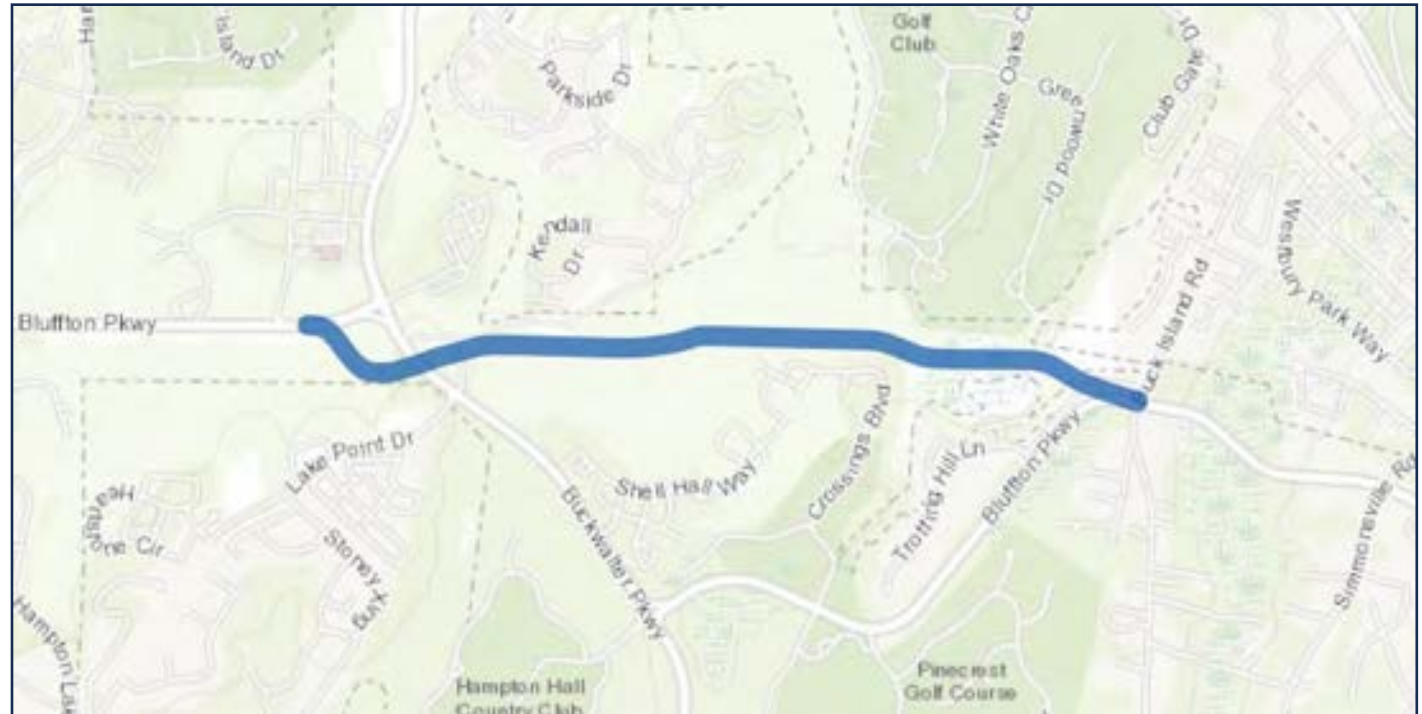
Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☒ System Reliability

Project Description:

New 4 lane road connecting the existing Bluffton Parkway at Buck Island Rd with the existing Bluffton Parkway near the Buckwalter Parkway intersection. Funding will cover updating NEPA and completing design.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	1,200,000 (PE)		
FY 2025	LOC			300,000 (PE)

Total: \$1,500,000

Project Name: Hilton Head Island Bridge Study

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:

LATS

Beaufort

N/A

Regional

\$200,000

N/A

National Goal(s) Met:



Congestion Reduction



Environmental Sustainability

Freight Movement and Economic
Vitality

Infrastructure Condition



Reduced Project Delivery Days



Safety



System Reliability

Project Description:

The study will analyze the feasibility of a second bridge to Hilton Head Island.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2027	STBGP	200,000 (PL)		

Total: \$200,000

Project Name: Cross Island Parkway Corridor Improvements (HHI-05)

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☒ System Reliability

Project Description:

Roadway improvement on Cross Island Parkway.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2027	STBGP	2,500,000 (PE)		
FY 2029	STBGP	1,000,000 (ROW)		

Total: \$3,500,000

Project Name: **Gumtree Road and US 278 Intersection Improvements (HHI-02)**

SCDOT Pin #:

Lead Agency:

Hilton Head Is

County:

Beaufort

Length:

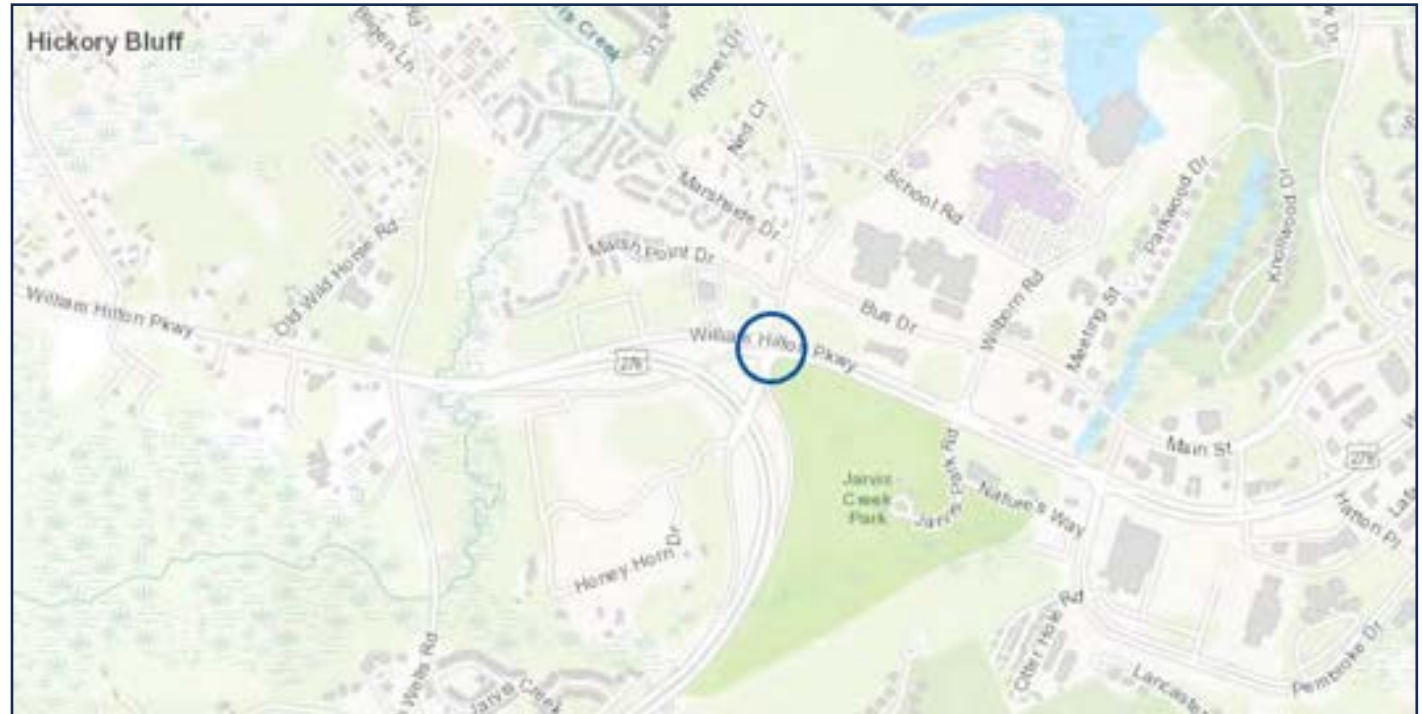
N/A

Program:

Regional Mobility

Total Cost:

\$8,000,000



National Goal(s) Met:



Congestion Reduction



Environmental Sustainability



Freight Movement and Economic Vitality



Infrastructure Condition



Reduced Project Delivery Days



Safety



System Reliability

Project Description:

Intersection improvements.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2030	STBGP	1,500,000 (PE)		

Total: \$1,500,000

Project Name:

SC 46/SC 315 from SC 170 to US 17 with expanded scope
Bluffton Parkway from SC 170 to I-95

SCDOT Pin #: P042254

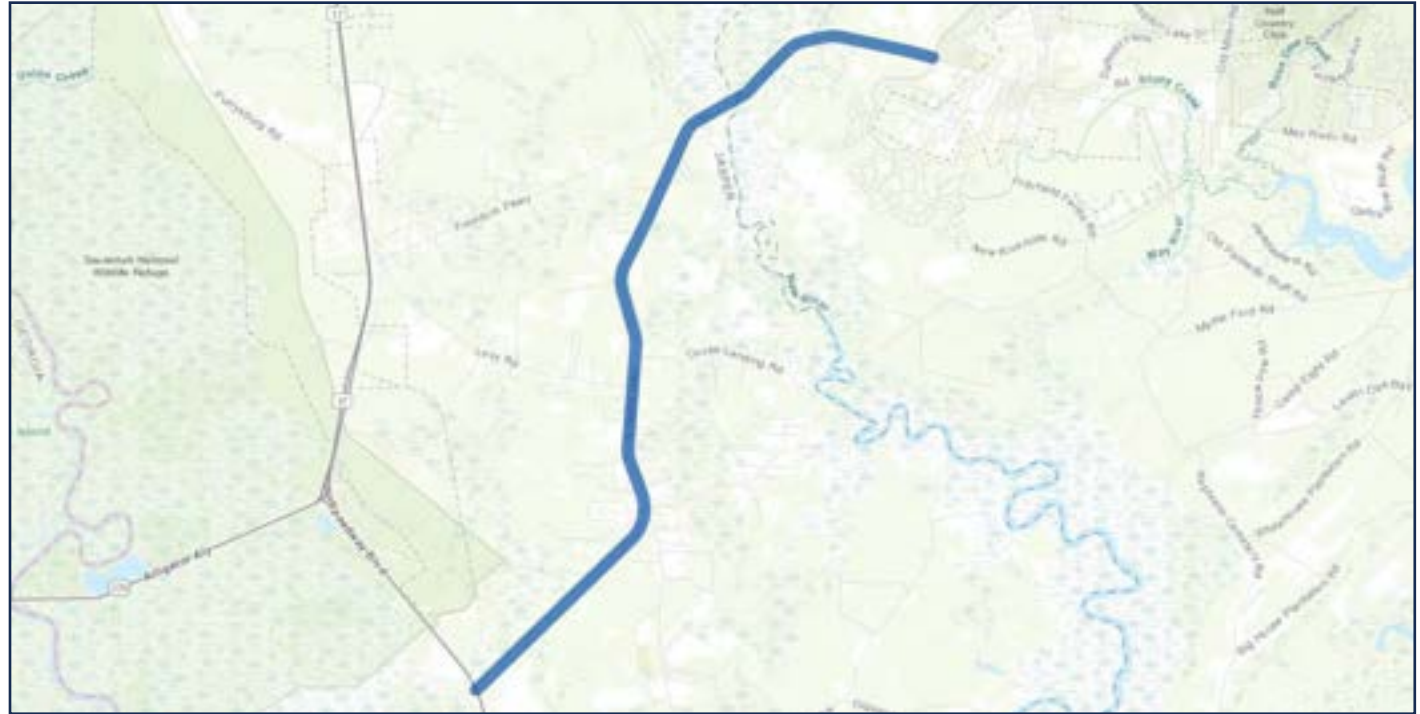
Lead Agency: LATS

County: Beaufort, Jasper

Length: 10.5 Miles

Program: Regional, Local

Total Cost: \$450,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☒ System Reliability

Project Description:

Corridor study of SC 315/SC46 from SC 170 to US 17 with Bluffton parkway extension alternate route.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	STBGP	250,000 (PL)		
FY 2023	STBGP	160,000 (PL)		
FY 2023	LOC	40,000 (PL)		

Total: \$450,000

Project Name: Bluffton Parkway Access Management Study from US 278 Flyover to SC 170

SCDOT Pin #: P042885

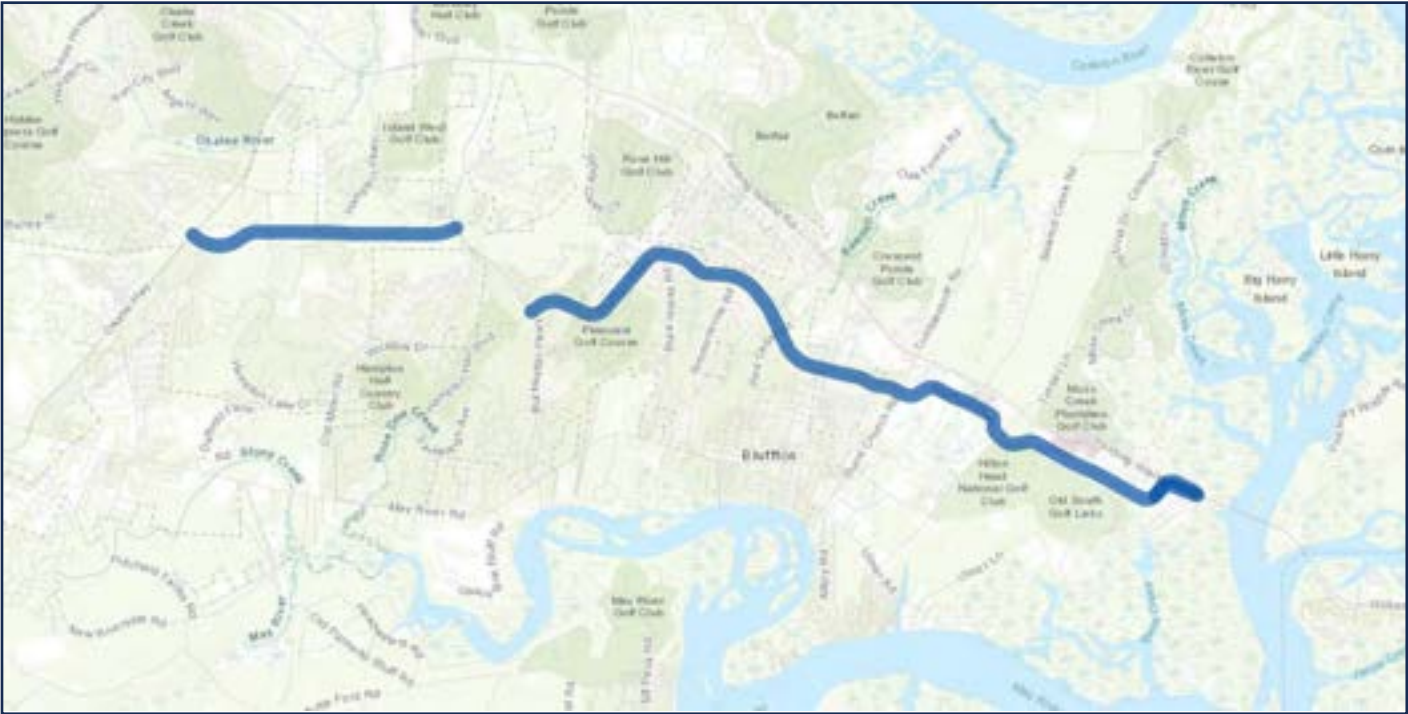
Lead Agency: LATS

County: Beaufort

Length: 11.59 Miles

Program: Regional, Local

Total Cost: \$200,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Access management study for the existing portion of Bluffton Parkway from SC 170 to the flyover ramps at US 278 Hilton Head Island Bridge.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	STBGP	160,000 (PL)		
FY 2023				40,000 (PL)

Total: \$200,000

Project Name: SC 170 from Boundary Street to SC 46

SCDOT Pin #: P042886

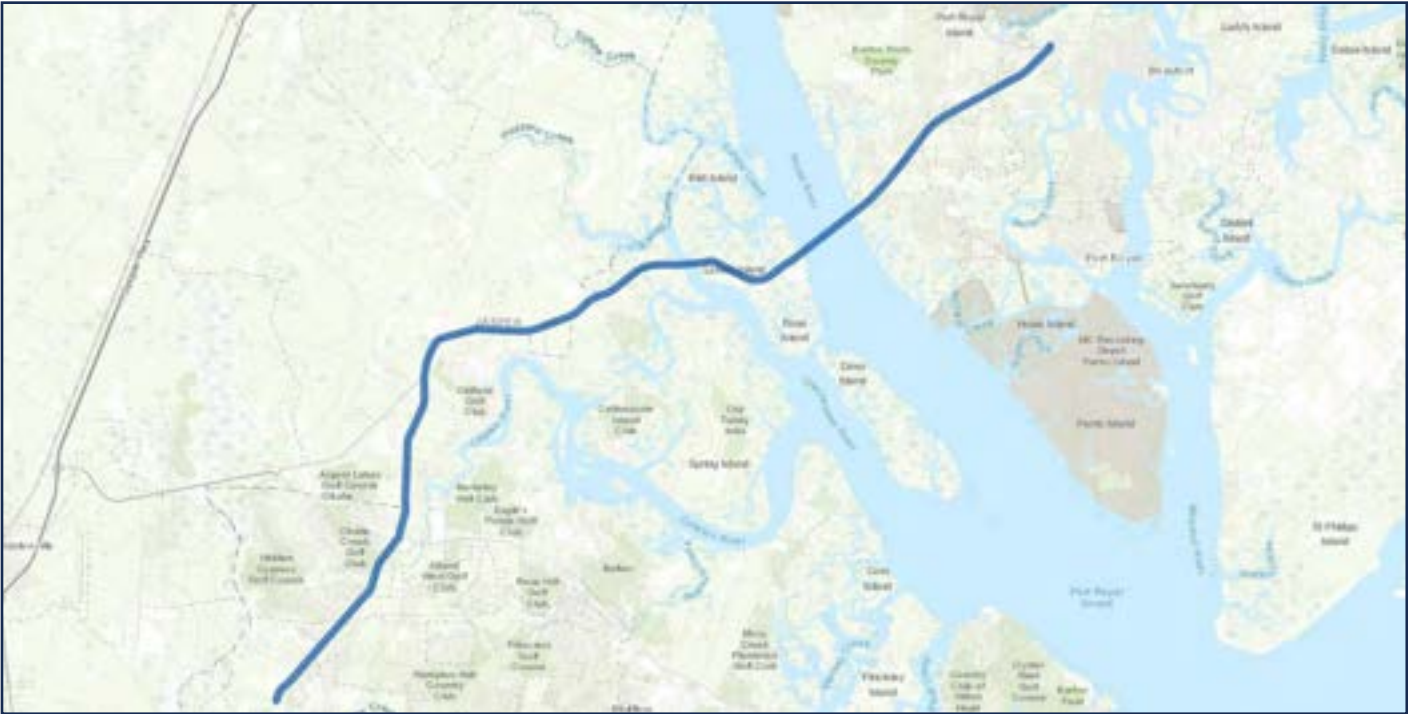
Lead Agency: LATS/Beaufort

County: Beaufort, Jasper

Length: 28.12 Miles

Program: Regional Mobility

Total Cost: \$400,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Access management study of SC 170 from SC 46 to Boundary Street.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	STBGP	400,000 (PL)		

Total: \$400,000

Project Name: US 278 Corridor Project I-95 to Sea Pines Circle

SCDOT Pin #: P042888

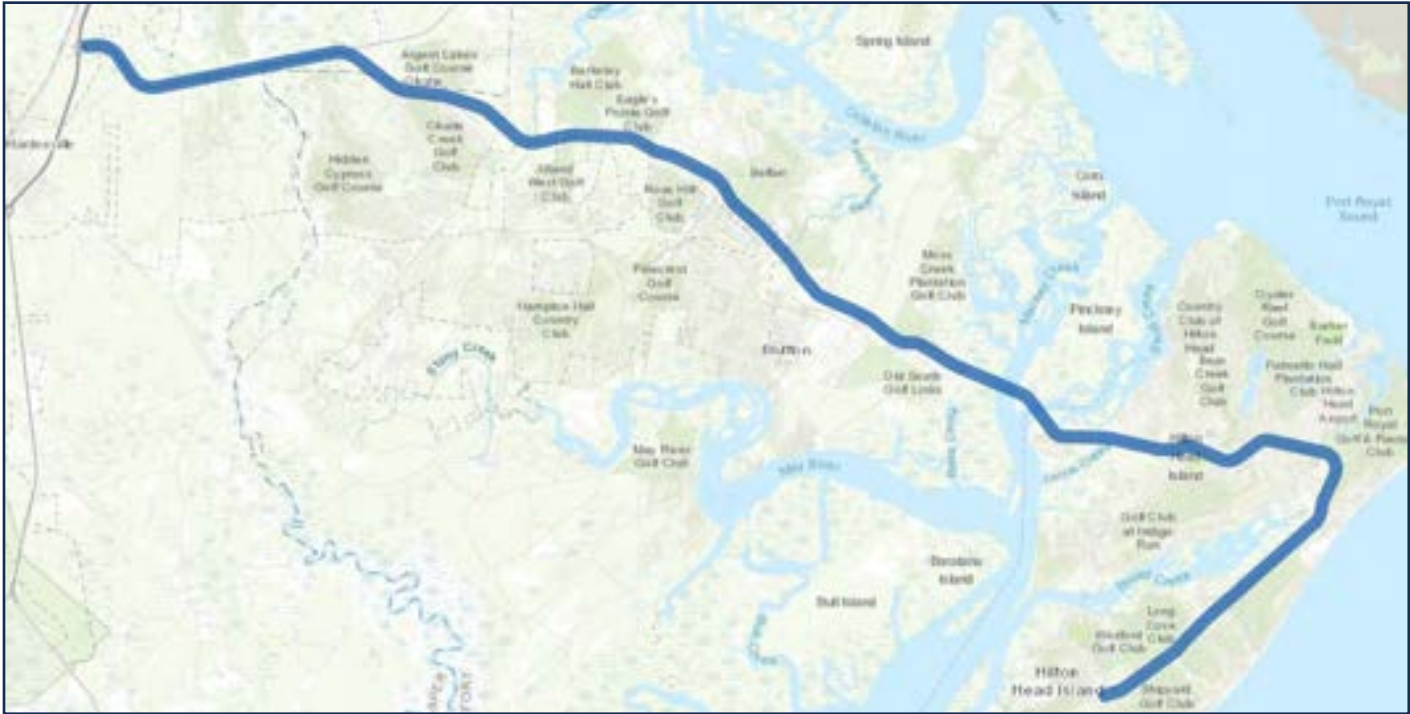
Lead Agency: LATS/Beaufort

County: Beaufort

Length: 35 Miles

Program: Regional

Total Cost: \$500,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

This study will analyze the feasibility of improvements that need to be made to the entire 278 corridor. (From I-95 to Sea Pines Circle)

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	STBGP	500,000 (PL)		

Total: \$500,000

Project Name: ITS Plan

SCDOT Pin #: P032094

Lead Agency: LATS/Beaufort

County: Beaufort, Jasper

Length: N/A

Program: Regional, Local

Total Cost: \$275,000

N/A

National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	STBGP	220,000 (PL)		
FY 2023				55,000 (PL)

Total: \$275,000

Project Name: FTA 5307 Formula

SCDOT Pin #:

Lead Agency:

LRTA

County:

Regional

Length:

Program:

5307-SU

Total Cost:

FTA Section 5307 Formula funds for operations, administration, planning and capital.

Annual Federal Allocation: \$1,115,000

Operations: \$530,000

Administration: \$260,000

Planning: \$58,000

Capital: \$293,000

National Goal(s) Met:



Congestion Reduction



Environmental Sustainability

Freight Movement and Economic
Vitality

Infrastructure Condition



Reduced Project Delivery Days



Safety



System Reliability

Project Name: Programs for Exceptional People - Vehicle Purchase

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:

N/A

National Goal(s) Met:

- ☐ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☐ System Reliability

Project Description:

Vehicle purchase for program.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2024	5310	70,000 (CA)		
FY 2024	5310			12,000 (CA)

Total: \$82,000

Project Name: I-95 New Interchange – Exit 3

SCDOT Pin #: P040503

Lead Agency: SCDOT

County: Jasper

Length: N/A

Program: SIB

Total Cost: \$42,800,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

New interchange on I-95.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	LOC			3,400,000 (PE)
FY 2024	SIB	39,400,000 (CON)		

Total: \$39,400,000

Project Name: I-95 Widening from MM 8 to MM 21

SCDOT Pin #: P041784

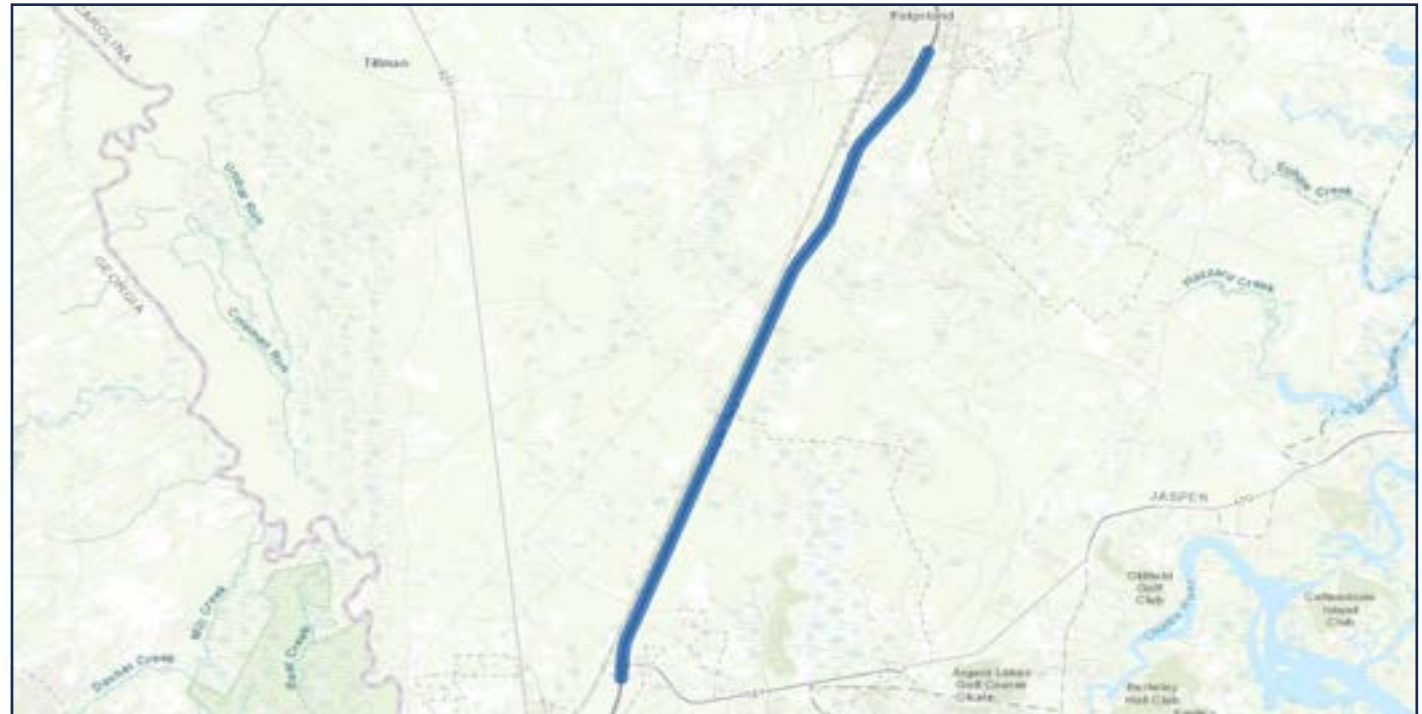
Lead Agency: SCDOT

County: Jasper

Length: 13 Miles

Program: System Upgrade
Interstate

Total Cost: 301,900,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☒ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Widening of I-95 in both directions from two lanes to three lanes. From mile-marker 8 to 21.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	NHP	13,900,000 (PE)		
FY 2024	NHP	22,100,000 (PE)		
FY 2026	NHP	10,000,000 (CON)		
FY 2027	NHP	47,600,000 (CON ACC)		
FY 2028	NHP	57,600,000 (CON ACC)		
FY 2029	NHP	57,600,000 (CON ACC)		
FY 2030	NHP	57,600,000 (CON ACC)		
FY 2031	NHP	57,600,000 (CON ACC)		
FY 2026	AC	278,000,000 (CON)		

Total: \$301,900,000

I-95 Bridge Replacements Over SC 46

P030481

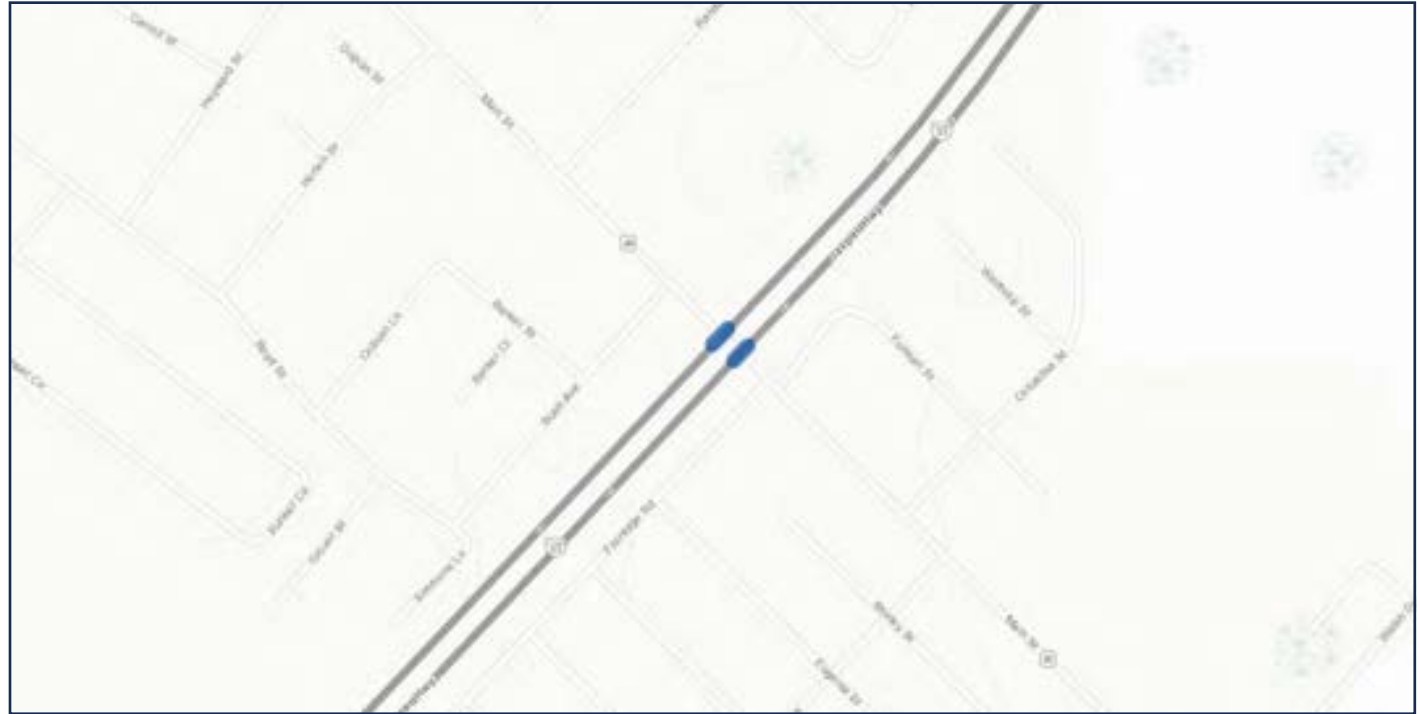
SCDOT

Jasper

145 ft

Bridges

\$13,300,000



National Goal(s) Met:



Project Description:

Bridge replacement to address deteriorating infrastructure.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2024	SFP	13,300,000 (CON)		

Total:	\$13,300,000
--------	--------------

Project Name: I-95 SB over Bagshaw Swamp/ Bridge Replacement

SCDOT Pin #: P030260

Lead Agency: SCDOT

County: Jasper

Length: 120 ft

Program: Bridges

Total Cost: \$5,387,000



National Goal(s) Met:

- ☐ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Bridge replacement to address deteriorating infrastructure.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2024	SFP	5,387,000 (CON)		

Total: \$5,387,000

US 278 Corridor Improvements Between Buckingham Plantation Dr to Spanish Wells Rd, Including Replacement of the EB Mackay Creek Bridge, Intersection Improvements on Pinckney Island, and Improvements to Jenkins Island

Project Name:

SCDOT Pin #: P030450

Lead Agency: SCDOT

County: Beaufort

Length: 4.12 Miles

Program: Interstate/NHS, Local, SIB

Total Cost: \$306,543,000



Project Description:

National Goal(s) Met:

Hilton head Island Bridge replacement and US 278 corridor improvements.

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	NHP	500,000 (ROW)		
FY 2025	LOC			4,843,000 (ROW)
FY 2026	NHP	13,000,000 (CON)		
FY 2026	LOC			80,000,000 (CON)
FY 2026	LOC			36,200,000 (CON)
FY 2026	AC	52,000,000 (CON)		
FY 2026	SIB	120,000,000 (CON)		
FY 2026	NHP	13,000,000 (CON ACC)		
FY 2027	NHP	13,000,000 (CON ACC)		
FY 2028	NHP	13,000,000 (CON ACC)		
FY 2029	NHP	13,000,000 (CON ACC)		

Total: \$306,543,000

Project Name: Pavements Beaufort County

SCDOT Pin #:

Lead Agency:

SCDOT

County:

Beaufort

Length:

Program:

SFP/MTN

Total Cost:

Beaufort County pavement

Annual SFP allocation: \$4,810,000

Non-Federal Aide Secondaries: \$434,000

Primary: \$2,618,000

Federal Aide Secondaries: \$1,767,000

Annual MTN allocation: \$613,000

Non-Federal Aide Secondaries: \$613,000

National Goal(s) Met:

☐

Congestion Reduction

☐

Environmental Sustainability

☒

Freight Movement and Economic Vitality

☒

Infrastructure Condition

☒

Reduced Project Delivery Days

☒

Safety

☒

System Reliability

Project Name: Pavement Jasper County

SCDOT Pin #:

Lead Agency:

SCDOT

County:

Jasper

Length:

Program:

SFP/MTN

Total Cost:

Jasper County pavement

Annual SFP allocation: \$5,801,000

Non-Federal Aide Secondaries: \$988,000

Primary: \$4,431,000

Federal Aide Secondaries: \$382,000

Annual MTN allocation: \$540,000

Non-Federal Aide Secondaries: \$540,000

National Goal(s) Met:

☐

Congestion Reduction

☐

Environmental Sustainability

☒Freight Movement and Economic
Vitality☒

Infrastructure Condition

☒

Reduced Project Delivery Days

☒

Safety

☒

System Reliability

Project Name: I-95 Corridor Improvements from GA Stateline to Exit 8 (0MM-8MM)

SCDOT Pin #: P040106

Lead Agency: SCDOT

County: Jasper

Length: 8 Miles

Program: System Upgrade
Interstate

Total Cost: \$625,420,000



Project Description:

Widening of I-95 in both directions from two lanes to three lanes. From Stateline to mile-marker 8.

National Goal(s) Met:

- ☒ Congestion Reduction
- ☒ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Fiscal Year Federal Program Federal Funds State Funds Local Funds

FY 2023	AC	6,800,000 (PE)		
FY 2023	AC	16,500,000 (ROW)		
FY 2023	NHP	11,500,000 (PE ACC)		
FY 2023	NHP	3,300,000 (ROW)		
FY 2024	AC	488,902,000 (CON)		
FY 2024	NHP	11,500,000 (PE ACC)		
FY 2024	NHP	8,250,000 (ROW ACC)		
FY 2024	LOC			97,018,000 (CON)
FY 2025	NHP	8,250,000 (ROW ACC)		
FY 2025	NHP	97,780,000 (CON ACC)		
FY 2026	NHP	97,780,000 (CON ACC)		
FY 2027	NHP	97,780,000 (CON ACC)		
FY 2028	NHP	97,780,000 (CON ACC)		
FY 2029	NHP	97,780,000 (CON ACC)		

Total: \$625,420,000

Project Name: Intersection Improvement SC 116 (Laurel Bay Rd)/S-597 (Stanley Farm Rd)

SCDOT Pin #: P041048

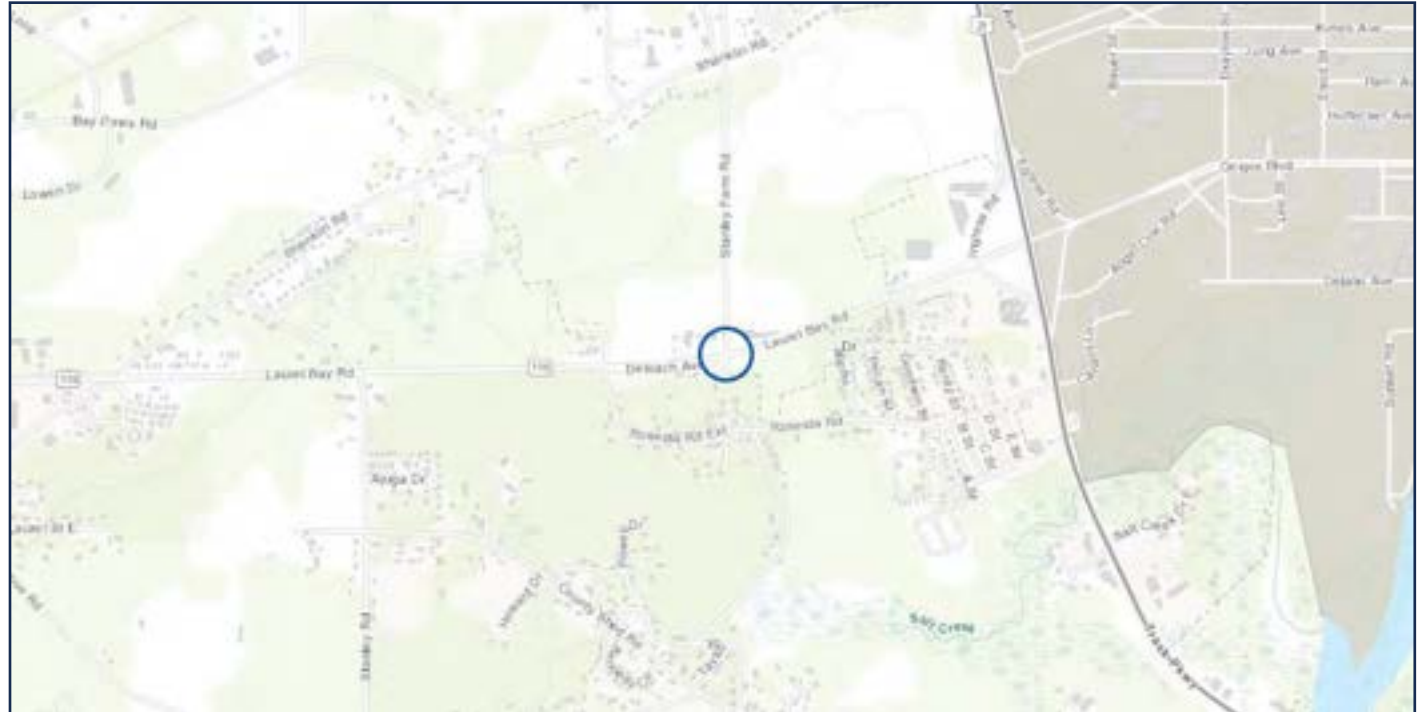
Lead Agency: SCDOT

County: Beaufort

Length: N/A

Program: Safety

Total Cost: \$2,350,000



National Goal(s) Met:

- ☐ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Intersection improvements.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	HSP	100,000 (ROW)		
FY 2026	HSP	2,250,000 (CON)		

Total: \$2,350,000

Project Name: Intersection Improvement US 278 (Independence Blvd)/S-442 (Argent Blvd)

SCDOT Pin #: P041053

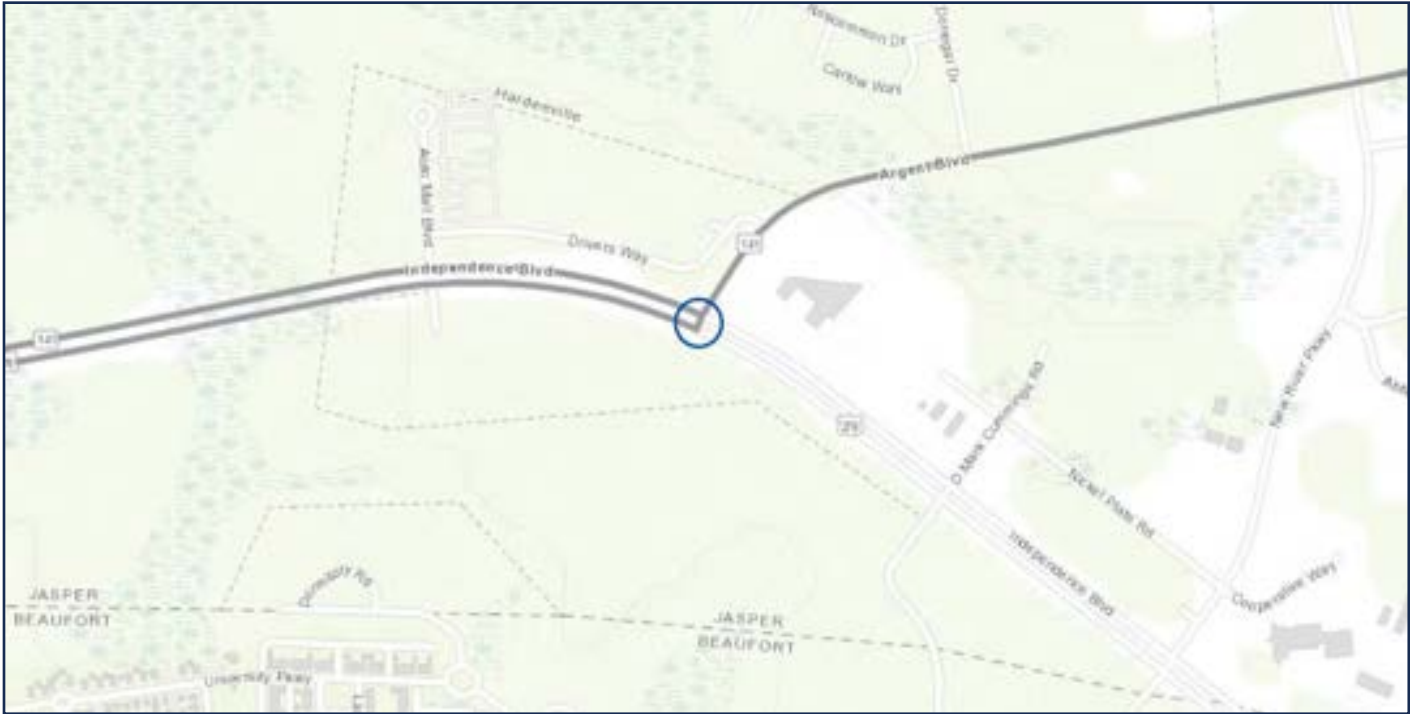
Lead Agency: SCDOT

County: Jasper

Length: N/A

Program: Safety

Total Cost: \$2,350,000



National Goal(s) Met:

- ☐ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Intersection improvements will look to relieve congestion that accrues in the left turn lane on 278 and the WB lane on Argent (S-442). Improvements will also enhance safety.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2024	HSP	100,000 (ROW)		
FY 2025	HSP	2,250,000 (CON)		

Total: \$2,350,000

Project Name:

Burnt Church Road (Bluffton Parkway to Alljoy Road//Bridge Street) (BC-04)

SCDOT Pin #:

Lead Agency:

Beaufort County

County:

Beaufort

Length:

2 Miles

Program:

Local

Total Cost:

\$20,850,000



National Goal(s) Met:



Congestion Reduction



Environmental Sustainability



Freight Movement and Economic Vitality



Infrastructure Condition



Reduced Project Delivery Days



Safety



System Reliability

Project Description:

Roadway improvements from Alljoy Rd to US 278. Improvements include safety improvements for vehicles and pedestrians, congestion relief, and multimodal improvements along the project corridor.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	LOC			1,350,000 (PE)
FY 2025	LOC			1,500,000 (ROW)
FY 2026	LOC			18,000,000 (CON)

Total: \$20,850,000

Project Name: SC 170 Okatie Center Boulevard South to SC 462

SCDOT Pin #:

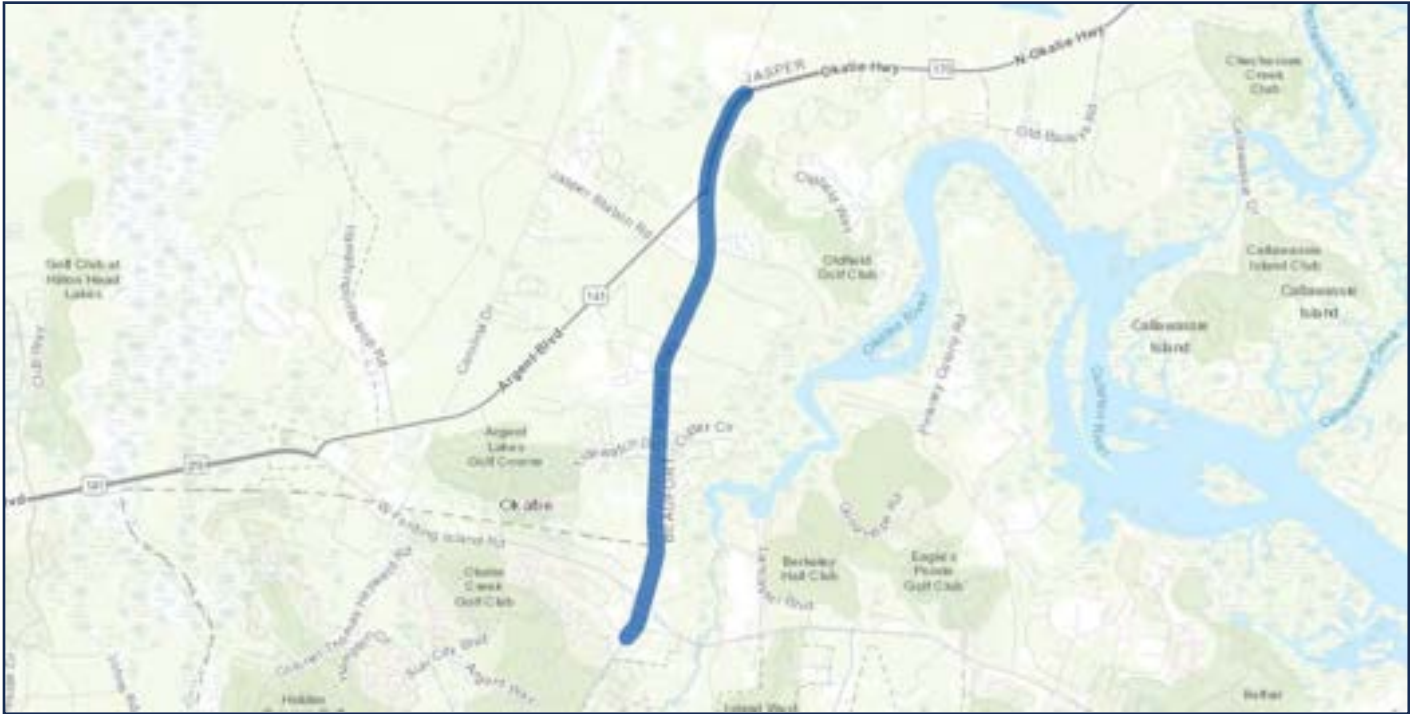
Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Roadway improvements and access management on SC 170 between Okatie Center Boulevard to SC 462. Near term improvements.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	LOC			30,000 (PE)
FY 2023	LOC			20,000 (ROW)
FY 2023	LOC			8,000,000 (CON)

Total: \$8,050,000

Project Name: Lady's Island Drive/Cat Island Intersection Improvements (S-14)

SCDOT Pin #:

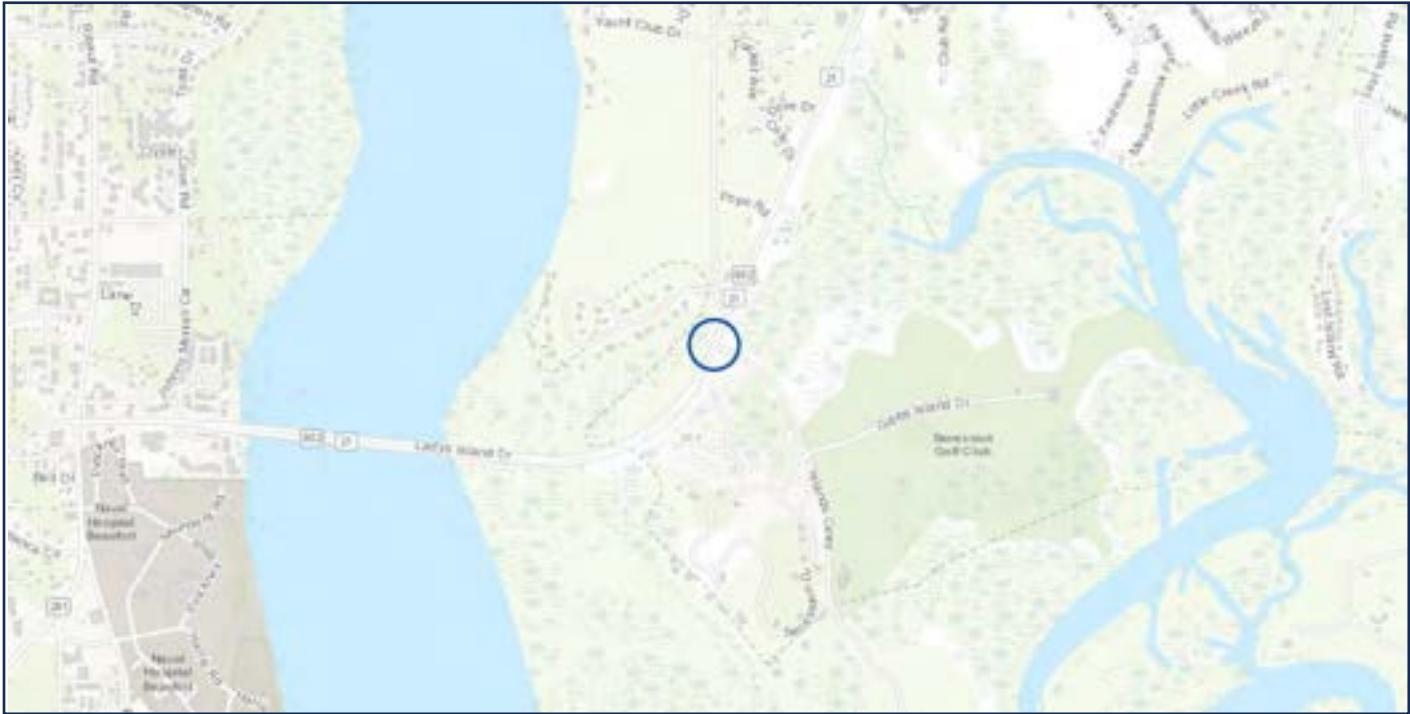
Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☐ System Reliability

Project Description:

Intersection Improvements at Lady's Island Drive and Cat Island. Local funds will cover PE and ROW.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	LOC			35,000 (PL)
FY 2025	LOC			360,000 (PE)
FY 2026	LOC	3,000,000 (CON)		

Total:

Project Name: SC 46 Corridor Improvements (SC 170 to SC 46 Plantation Drive) (BL-05)

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☒ Freight Movement and Economic Vitality
- ☒ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☒ System Reliability

Project Description:

Widening of SC 46 from SC 170 to Jasper County Line. Widening from 2 lanes to 4.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	LOC	750,000 (PE)		

Total: \$750,000

Lady's Island Corridor Improvements along US
21/SC 802 between Beaufort Memorial Bridge and
St Helena Island

Project Name:

SCDOT Pin #:

Lead Agency:

Beaufort County

County:

Beaufort

Length:

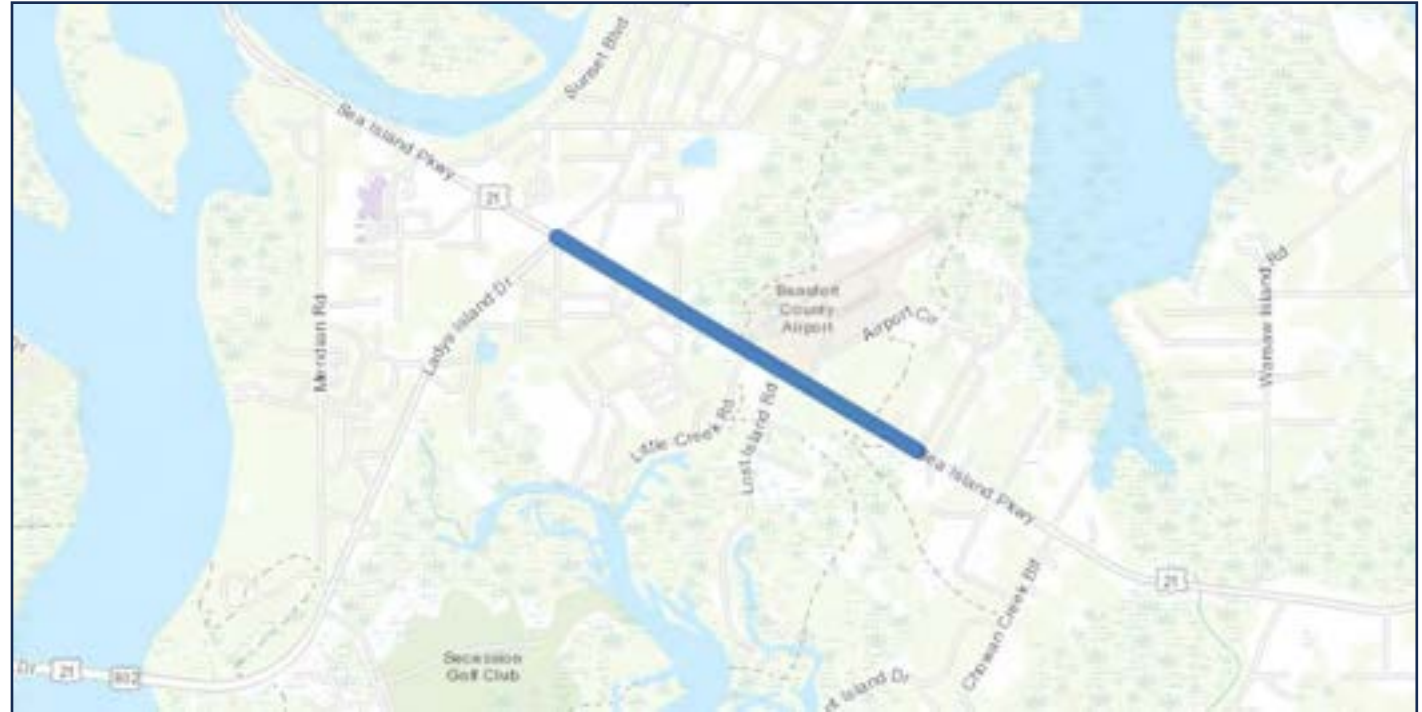
1.57 Miles

Program:

Local

Total Cost:

\$41,306,000



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☒ Safety
- ☒ System Reliability

Project Description:

Corridor improvements on Lady's Island Corridor US 21/SC 802.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2023	LOC			1,206,000 (PE)
FY 2023	LOC			10,100,000 (ROW)
FY 2023	LOC			30,000,000 (CON)

Total: \$41,306,000

Project Name: Buckwalter Frontage Connector from Buckwalter to Willow Run New Location (BL-01)

SCDOT Pin #:

Lead Agency:

County:

Length:

Program:

Total Cost:



National Goal(s) Met:

- ☒ Congestion Reduction
- ☐ Environmental Sustainability
- ☐ Freight Movement and Economic Vitality
- ☐ Infrastructure Condition
- ☐ Reduced Project Delivery Days
- ☐ Safety
- ☐ System Reliability

Project Description:

New road connecting US 278 from Willow Run to Buckwalter Parkway

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2026	LOC			850,000 (PE)
FY 2027	LOC			100,000 (ROW)
FY 2028	LOC			2,500,000 (CON)

Total:

Appendix C: Reading the TIP Spreadsheet

The TIP has several columns to identify and briefly detail project information. The following is a brief description of each column in the spreadsheet:

SCDOT PIN No: This is a unique project identifier used by SCDOT.

Project Name and Description: Project details such as termini, location, and type of work.

City/County: Location of project

LRTP Priority: Project priority ranking according to the Long Range Transportation Plan (See Table C1).

Program Category/Program/Federal Program: program and funding sources (see Table C2).

Funding Source: If local identify local source, sales tax etc.

Phase of Work: Phase the funds will cover (see Table C3).

Program Year: Federal Fiscal Year project is programmed between FY 2024-2033

Total Funding: Total funded in TIP

Total Other Funding: Funding yet to be programmed.

Remaining Cost: Costs outside TIP window.

Table C1: LRTP Priority Rank

Tier 1	Score rank 1-10
Tier 2	Score rank 11-20
Tier 3	Score rank 21-30
Tier 4	Score rank 31-40

Table C2: Funding Source

NHP	National Highway Performance Program
STBGP	Surface Transportation Block Grant Program
TA	Transportation Alternatives Program
LOC	Local Funds
AC/ACC	Advanced Construction/Advanced Construction Conversion
SIB	State Infrastructure Bank
HSP	Highway Safety Program

Table C3: Phase of Work

PL	Planning
PE	Engineering, Design and Environmental Analysis
ROW	Right of Way
CON	Construction
AD	Administration
CA	Capitol
FC	Transit Facility Construction
VA	Transit Facility Acquisition
PS	Transit Purchase of Service
OPS	Operations
UTE	Utilities

Appendix D: Public Participation Process

Public Notice

Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization FY 2024- FY 2033 Transportation Improvement Program

Public Comment

This is to notify the public that the Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization [FY2024-2033 Transportation Improvement Program \(TIP\)](#) is available for public comment.

The TIP is the seven-year transportation plan comprising of transportation projects to be authorized during F 2024- FY2033.

To view LATS FY2024-FY2033 TIP, please click on the link provided below:
[FY2021-2027 Transportation Improvement Program \(TIP\)](#)

Please submit any comments or requests for additional information to
mgagliardi@lowcountrycog.org

The FY 2021-2027 TIP will be considered for adoption by the LATS Policy Board on Friday, February 2nd, 2024 at 9:30 AM.

Public Announcement

Lowcountry Area Transportation Study FY 2024- FY 2033 Transportation Improvement Program: Notice for Public Comment & Public

The Lowcountry Area Transportation Study (LATS), the transportation planning agency for the Beaufort - Jasper urbanized area, is requesting the public to review and provide comments on the Draft FY 2024 – FY 2023 Transportation Improvement Program (TIP). The TIP is a short-term programming document that lists transportation improvement projects to receive full or partial federal funding in fiscal years 2024 – 2033. The document will be available for review on or before December 10th at the Lowcountry Councils of Governments office and on the LCOG website at www.lowcountrycog.org.

Any changes to the report will be posted on the website. The comment period starts on December 10th, 2023. Written comments on the proposed TIP amendments will be accepted until close of business on January 24th, 2024. Please send your comments to Michael Gagliardi at 634 Campground Road, Yemassee, SC 29945 or mgagliardi@lowcountrycog.org. Public comments can also be made in person at the LATS Policy Committee meeting on February 2nd at the Technical College of the Lowcountry New River Campus Conference Room (100 Community College Drive).

Disclaimer statement: Lowcountry Council of Governments does not discriminate on the basis of age, sex, race, color, religion, national origin, disability or familial status in the admission, access, treatment or employment in its federally funded programs or activities. Public comments can be made in person at the LATS Policy Committee meeting on February 2nd at the Technical College of the Lowcountry New River Campus Conference Room (100 Community College Drive).

690

Comments:

General public Comments:

Attn: 5B

There was a post on NextDoor regarding this as the email for comments. If it is not, please advise.

Bluffton is extremely overcrowded. We do not need another road where more developers can build more houses, condos or apartments. This road straightening nonsense is a waste of tax payers money. Our infrastructure cannot handle more people. Stop the madness.

Attn: Bluffton Parkway 5B

I am a concerned Shell Hall property owner.

Please tell me,

1. Where is the funding source for this project coming from? Estimated cost could fall in the \$55-\$65 million range.
2. What is the true need and how would this help with congestion?
3. If this project was approved and constructed, is it worth my property values decreasing?
4. Who is benefiting from this project?
5. If the public really thinks this project would be a benefit why has it never been constructed when it was passed in 2006?
6. Why is the meeting on a Friday morning? Why is there an attempt to keep the public in the dark?
7. Could Shell Hall have another exit? At this time that would not be possible as a lagoon sits in the only space that would allow an additional exit.

Attn: Bluffton Parkway 5B Update NEPA/Complete Design (BL-02)

Page 48 of the LATS document DRAFT FY 2024 - 2033 TIP V2 Reduced.pdf lists Project 5B as one of the transportation projects considered for funding during fiscal years 2024-2033. This document shows a total cost of \$1.5 million, which I gather just covers the design cost. This cost is just a drop in the ocean compared to the massive estimated total 2018 project cost of \$42 million, as stated in the following document. Several years have passed since then and with recent inflation, I believe the current total cost of this project will significantly exceed \$42 million.

(Includes attached of Bluffton 5B Fact Sheet)

I understand multiple funding sources, including the federal government, would be used to finance this hugely expensive project to taxpayers for a truly limited benefit. Project 5B would create a short new terrain 4-lane highway roughly parallel Bluffton Pkwy just a few hundred yards north of it thru a natural wetlands area wildlife habitat. The stated benefits in the above document are way overestimated (really laughable), including and the estimated reduction in travel time. What this project would do is benefit landowners of undeveloped tracks of land

who want taxpayers to pay for creating access to their properties for commercial development purposes.

I completely oppose this project will continue to encourage others to do the same. There are some projects worthy of funding, but this isn't one of them.

Attn: Comments on 2024-2033 Proposed LATS Plan – New Buckwalter Parkway Access Management Plan

Recently in conjunction with the relocation of the signalization from Pinellas Drive to Parkside Drive, a new Buckwalter Parkway Traffic Access Management Plan ("New Plan") was adopted. See <https://mccmeetingspublic.blob.core.usgovcloudapi.net/blufftonsc-meet-bb498a42c01e419698f9c4f1cb1e607e/ITEM-Attachment-001-3607ea71dd5e429ebcff254b9bd351a1.pdf>. The New Plan provides for the relocation of the existing median cut and proposed signalization at Innovation Drive at Buckwalter Place to the northern right in right out of the Krogers gas station parcel and closure of the median cut and redesign of the Buckwalter Parkway accesses at Ludlow Street. ("Add-Ons").

The sole justification we know for the Add-Ons is to improve the linear spacing between signalization and median cuts.

While it certainly is important to try to achieve relatively equal spacing between median cuts/signalization, we believe that there are many other factors and variables than just the equalization of spacing between signals/median cuts that have not and need to be considered. Specifically, we believe that any and all possible benefits of these Add-Ons will be far, far, far outweighed by the detriments. Please see the Attachment to this email listing just 7 of the many detriments and other material.

I.e. 1. The presently unfunded estimated \$5MM cost (i.e. Presumably all \$5MM will be at Taxpayer Expense).

2. The presently anticipated Innovation Drive signal will never be "warranted" due to insufficient traffic at the northern access to the Kroger Gas Station.

3. Traffic counts to and from the Parkway from the east will be little or none.

4. Traffic counts to and from the Buckwalter Parkway from the west will be a fraction of what they would be from Innovation Drive.

5. There will be very significant wetland impacts at the Krogers gas station compared to none at Innovation Drive.

6. The expectations of all businesses and property owners at both intersections will be negatively impacted.

7. Any and all of the many permits, plans, Master Plans, etc., etc. will need to be reviewed and modified. I.e. The Corps of Engineers may not approve this one when submitted and reviewed.

We also strongly believe that when the adopted Plan is reviewed more thoroughly at a later date prior to its implementation, the detriments of the Add-Ons in the New Plan will be realized by lots of other parties and the Add-Ons will not take place resulting a host of other problems if expensive Add-Ons are assumed by various parties to take place.

Regardless, so long as these Add-Ons are provided for in the New Plan and the New Plan is not amended, to the best of my knowledge, the very roughly estimated \$5 MM cost of these Add-Ons are presently 100% unfunded in the Present LATS Plan. We believe it is critical that this presently "unfunded \$5MM " either needs to be re-estimated and included in the LATS Plan or the Add-Ons need to be deleted from the New Plan. Unless and until these Add-Ons are deleted from the Plan, we request and recommend that the Proposed LATS Plan be modified to include this \$5 MM project for "Improvement Required by New Buckwalter Parkway Traffic Access Management Plan."

As you know, there has been very little public input and no workshops or other public meetings or input by the various Beaufort County Committees, etc., etc. held to allow the public, taxpayers, and elected officials to provide vitally important interactive communication and vet this vitally important 2024-2033 LATS Plan. Thus to correct or at least provide the opportunity to discuss what we believe to be critical mistakes in the LATS plan and other reasons, we recommend that more time than outlined in your email be allowed for various personnel representing various public bodies as well as interested taxpayers and stakeholders to comment on a revised proposed LATS Plan that hopefully reflects both the properly vetted comments made in the written comments and at the LATS Policy Committee meeting at 9:30 a.m. on February 2nd where I would suggest that some meaningful interactive comments and input be encouraged.

Attn: LATS FY 2024-FY 2033 Transportation Improvement Program comments

Thank you for considering my comments, submitted on behalf of the East Coast Greenway Alliance, for the following two projects:

1) SC 170 Multi-Use Path: SC 46 to Boundary

2) BL-5: SC 46 Widening (SC 170 to Jasper County Line)

We are very supportive of the SC 170 Multi-Use Path from SC 46 to the county line, as this will create a new permanent segment of the East Coast Greenway. The current side path along SC 170 ends at the SC 46 traffic circle. This project will extend this facility west along SC 46 to the Jasper County line, creating a safe, accessible route for non-motorized users.

We also hope that the second project above, BL-5, incorporates as wide a shoulder as possible, with edge line skip pattern rumble stripes to enable safe access for non-motorized users.

Attn: Opposed to Project 5B Bluffton Parkway Connection at Shell Hall

I'm writing to inform you of my opposition to project 5B. As a homeowner in the Shell Hall community, I am opposed to a new 4 lane highway, and any road, being proposed in this location. This highway would run through the backyards of my neighbors and across the street from my home. We have rights to the of enjoyment of our property, without the visible and audible disruptions of a highway being constructed and existing in our backyards and/or across the street from us. I urge you to listen to your constituents that are directly and negatively impacted by this project, and to therefore, eliminate it.

Attn: Written Comments on the Exclusion of 1. the 2 3/4 mile Widening of SC 46 from the SC 170/SC46 Roundabout to SC 46/SC170/SC315 in Jasper County and 2. the Extension of the Bluffton Parkway

I continue to believe that SC 46 between the SC 46/SC 170 traffic circle and the SC 46/170/315 intersections ("Proposed Project Area") will soon unnecessarily fail during many hours during weekday morning (it occasionally already does from say 8 AM-9 AM) and in the PM as well. Further the Proposed Project Area is anticipated to be a Hurricane Evacuation nightmare if and when we have another mandatory evacuation. I was very disappointed that the LATS Plan does not prioritize what I believe is Greater Bluffton's (south of US 278) greatest anticipated potential transportation nightmare and most material potential mistake I know in the proposed "LATS Plan." I further think that taxpayers will get a "bigger bang for the dollar spent" on this project than any I know in the LATS Plan.

I believe that the short term solution to facilitate traffic flow south of US 278 west of Bluffton is to widen SC 46 from the SC 46/SC 170 roundabout in Bluffton to the SC46/SC170/SC315 intersections ("Proposed Project 1") which should nearly double the east west capacity of Bluffton's present E/W "Kyber Pass" south of US 278. I.e. This widening should nearly double the capacity from 2 to a minimum of 4 uninterrupted lanes. The necessary Jasper County portion of road improvements is only 3/4 mile starting at the New River Bridge to the SC 46/17/315 intersections and the Beaufort County portion is only 2 miles. See 2 attachments below. Further I strongly believe that the residents/taxpayers/etc. can't afford to take the time and risk of the assumption (and potential critical mistake) that the proposed potential 1 cent sales tax will pass in order to fund this critical project.

Not that many years ago, I believe that a mistake was made by not widening the New River Bridge to 4 lanes when it was reconstructed. Yes, the additional expense of widening a relatively recently constructed bridge will be more expensive now than it could/should have been. Regardless, I think that the proposed LATS Plan needs to include converting the relatively new New River Bridge from 2 to 4 lanes with a safe bike pedestrian lane and appropriately adjust the SC 46/SC 170 roundabout as well. Virtually all national goals are met and exceeded by the above 2 projects including congestion reduction (i.e. very few additional new accesses are anticipated along the route), safety, systems reliability, etc., etc. Furthermore, Beaufort County passed the 2021 Connects Plan Ordinance which called for a pathway (proposed spine road) to the New River as an "Immediate (0-5 years (i.e.2021-2026)) Term Project." The Connects Plan referenced in the Ordinance specifically includes LCOG Federal Transportation Dollars as a potential funding source for this project and we feel this and/or STBGP federal funds as provided for in the SC170 Multi-Use Path Project in the LATS PLAN (if different) should be reflected to fund this critical project including the safe New River bridge crossing as defined in Beaufort County's 2021 Connects Plan as well.

Longer term, moving forward with at least the planning, scoping, and design of the partially limited access extension of the Bluffton Parkway toward and eventually to I-95 is most probably the second most important Priority project that we strongly believe needs to be included in the LATS Plan. All hurricane evacuation, and other transportation plans are anticipated to fail unless

the timely planning, scoping, and design moves forward for the Extension of the Bluffton Parkway (i.e. Proposed Project 2) and thus we strongly recommend that it is also included in the Proposed 2024-2033 LATS plan.

In both cases, proactive steps can be taken to minimize unwanted incremental additional development that potentially could create bottlenecks or gridlock to these and/or surrounding roadways. Feel free to call anytime to discuss.

Attn: W: Written Comments on the Exclusion of 1. the 2 3/4 mile Widening of SC 46 from the SC 170/SC46 Roundabout to SC 46/SC170/SC315 in Jasper County and 2. the Extension of the Bluffton Parkway

It has come to our attention that there may not be a workshop or other opportunity for back and forth communication to be provided related to the subject matter prior to the vote on the passage of the LATS plan

For this reason, I would like to add the following more detailed questions to my 1/19/24 letter provided below.

1. Given the importance of the subject matter as well as the 1024-1033 LATS PLAN itself, why may there not be a back and forth opportunity to address the anticipated responses to the written comments previously provided?
3. During a hurricane evacuation, assuming lane closures to all eastbound traffic, 8 lanes of traffic would enter the SC 170/ SC 46 roundabout, 2 lanes would exit the roundabout to the west and 6 lanes would move traffic westward and northward past the SC 46/SC 17/ SC 462 intersections. What is the plan if something occurs along this stretch of SC 46 e.g. an accident, a tree(s) falling across SC 46, etc. that would cause a closure of either 1 or 2 lanes of the stretch where there is but 2 lanes? What is the plan for emergency vehicles (i.e. firetruck, EMS, police, etc.) to even get to the point of the accident/fallen tree(s) of the 2 lanes? What would be the expected response time? Specifically, is an assumption being made that US 278 or SC 462 can carry the extra load during this time? Is this not an unrealistic assumption? What happens to the thousands of vehicles and residents who have nowhere to go?
4. In BJWSA terms, would not the highest priority be to prioritize the doubling of the size of the 2 3/4 mile SC 46 say 2 foot in diameter pipe ("Kyber Pass Pipe") if 4 - 2 foot pipes were flowing into the Kyber Pass Pipe and the 3 2 foot pipes were flowing from the Kyber Pass pipe? Would not Palmetto Electric do the same with the sizing of its electrical wire? Wouldn't Hargray do the same with its telecommunications lines?

Why should this BJWSA/Palmetto Electric/Hargray logic not apply to the number of lanes?

5. Since the subject 2 3/4 mile stretch of SC 46 is currently the only east west route available south of US 278, would not the highest long term priority be to extend the Bluffton Parkway west of the New River watershed (i.e. Great Swamp)? Why is this road not prioritized or even some soft costs allocated to it in the LATS plan as it had if I recall in the past? We continue to be very concerned regarding the reliance on US 278, SC 46 and SC 463 to handle our hurricane evacuation needs in the southern portion of Beaufort County.

6. If there is consensus that the widening of the SC 46 is amongst the highest priorities, what logic exists to not have it be in the LATS plan with its planning beginning on the day of the passage of the LATS Plan (if not before)? Should not the highest priority projects be on the LATS Plan and the lesser priority projects be on the 1 % Sales tax or other more uncertain plans. What is the Plan if the 1% Sales tax does not pass?

7. Are there certain "windows of opportunities" (that can close at any time) for matched funding or other similar factors existing that can leverage up the benefits for certain projects while keeping costs low that justify deprioritizing funding for the subject stretch of SC 46? If not, what are the specific factors where the subject 2 3/4 mile stretch ranked comparatively low and/or other projects ranked higher?

Attn: Bluffton Parkway 5B

I am a concerned Shell Hall property owner.

Please tell me,

1. Where is the funding source for this project coming from? Estimated cost could fall in the \$55-\$65 million range.
2. What is the true need and how would this help with congestion?
3. If this project was approved and constructed, is it worth my property values decreasing?
4. Who is benefiting from this project?
5. If the public really thinks this project would be a benefit why has it never been constructed when it was passed in 2006?
6. Why is the meeting on a Friday morning? Why is there an attempt to keep the public in the dark?
7. Could Shell Hall have another exit? At this time that would not be possible as a lagoon sits in the only space that would allow an additional exit.

Attn: Opposition to Bluffton Parkway 5B Update

I am writing this letter in strong opposition to the Transportation Improvement Plan's request for federal funding of the Bluffton Parkway 5B Update NEPA/Complete Design project.

I am a current resident of Shell Hall in Bluffton, SC. My property backs up to the power lines and would be directly affected by the construction of this roadway. I am deeply concerned about the impact this roadway would have on property values in our neighborhood and the surrounding neighborhoods (Rose Hill, Pinecrest, The Traditions, and Townes at Buckwalter). There are no benefits to this project. If this project is approved, my property value and the surrounding property values will decrease significantly. Not only would the property value decrease, but our neighborhood also wouldn't gain another exit.

1. Where is the funding source for this project coming from? I understand the estimated cost could fall in the \$55-\$65MM range!
2. Who is benefiting from this project? Certainly not the residents of Shell Hall, Rose Hill, Pinecrest, The Traditions, and Townes at Buckwalter. We don't want our property values to decrease!
3. Why is there an attempt to keep the public in the dark about the scheduled meeting?

4. What is the environmental impact of the project in the proposed areas?

Another primary concern is the noise from the construction to the cars on the roadway behind our homes. The noise would be unacceptable for this community. Furthermore, the construction of a roadway behind our homes would make it difficult for current residents to sell their homes and move elsewhere.

In conclusion, I strongly urge you to reconsider this proposed roadway. I believe that this project is simply NOT the right fit for our neighborhood.

Attn: Notice for Public Comment & Public Hearing: Lowcountry Area Transportation Study FY 2024-FY 2033 Transportation Improvement Program (TIP)

I represent Shell Hall as the current HOA Board President and as a resident of Bluffton. I find it highly unprofessional and unethical for this issue to be brought up for public comment with little public notice. How does meeting on Friday morning at 9:30am make residents available to attend a public meeting on this project? It also tucked into page 48 of a 73 page document with little information.

Since it was passed in 2006 it has been shot down on every occasion by the residents of Beaufort County and Bluffton. We all know that one developer is benefiting from this being constructed. Why did he originally file a lawsuit and now wishes to have the project move forward? Who else is benefiting from it as a developer?

The county has provided several alternatives that would help with congestion and address the issues around Bluffton Parkway and Buckwalter. We all know with the new Crossroads Development Project and Sun City that a road connecting I95 to Hilton Head will never happen now.

My other submitted questions are the following:

1. Why hasn't Shell Hall, Townes at Buckwalter, Rose Hill, Pinecrest and The Traditions been contacted to get our input? How would we benefit from a road that is being built straight through our stormwater wetlands, backs directly up to our communities and drops our property values significantly? We would see the most negative impact from this project.
2. Why doesn't John Reade construct his own entrance from 278 to access his tract of land to build on?
3. What is the total cost of this project for the 3-5 miles it will provide?
4. Who is funding this project?
5. Why is the Town of Bluffton involved if this is county property?
6. Why should Town of Bluffton residents use their passed referendum to fund this project?
7. What is the environmental impact of this? It runs straight through a county watershed?
8. Do you plan to compensate homeowners who now have wetlands views and will now have a 4 lane road behind their homes?
9. You have multiple Transportation Projects in the Report and why aren't these being funded first that will have more benefits for Beaufort County Residents?
10. Is the County Board in favor of this project?

11. How does this address congestion? It just makes Bluffton parkway and Buck Island more congested.

12. Will the members of the Town of Bluffton Board be in attendance if they support this?

13. Why did this come up for public comments again and vote? We deserve to know who is behind this?

I plan to be at the meeting alongside other HOA Presidents and would like to be given the opportunity to speak?

I will also be broadcasting this all over social media for Beaufort County and Bluffton residents to see where your priorities are. Ther residents should be your number one priority, not developers.

Attn: Comments on 2024-2033 Proposed LATS Plan - New Buckwalter Parkway Access Management Plan

I'm writing today on behalf of the Townes at Buckwalter. We are very concerned with the information regarding the 5B project as well as the proposed LATS Plan and how it will directly affect our 209 town home community.

Specifically, the over proliferation of commercial development and the ingress/egress of the community will surely change how we live today. I do feel as though our community will be affected more so than any other here on the parkway. Not to mention the significant amount of wetlands that would need to be filled in for the 5B road expansion. This would negatively impact the May River watershed which is one of our most critical natural resources.

There are obviously several entities involved discussing how this will all come together and information is changing every day. I have owned here in the community almost four years now and have only been invited to one county meeting with regard to the 5B project. I am a firm believer in transparency and would hope that all those involved feel the same way. As the president of our HOA, I would like to ask that our board be involved with all future discussions and most importantly, prior to anything being finalized.

Attn: Comments about 5B - Bluffton Parkway/Buckwalter Parkway Signal Realignment

I am writing this letter to express my concern about the consideration of realignment of traffic signal at Buckwalter Pkwy and Bluffton Pkwy. We don't understand why convert an almost symmetrical intersection, functioning perfectly well into one anticipated to have gridlock and be a congested nightmare per the attached land plan? For example, currently, everyone from Townes of Buckwalter proceeding west on Bluffton Parkway does not increase the traffic congestion on the Buckwalter Parkway and proceeds straight through the 4-way intersection. Similarly, everyone heading east on the Bluffton Parkway to the Townes only crosses and does not just congest the Buckwalter Parkway. Under all of the options everyone heading west or east on the Bluffton Parkway from and to the Townes, will be adding much more traffic congestion to the Buckwalter Parkway. As a matter of fact, the existing 4-way intersection is the

solution to the traffic gridlocks to be created by the realignment. Why try to fix an interchange alignment that is not broken.

The Townes will lose its signalization under any of the four options. There are the ramifications to be addressed i.e. the health, safety and welfare of the 500 residents of the Townes will be materially impaired. All Townes residents who want to go either south or west from the Townes or return from the north or west will be required (or incented) depending on the alternative selected, to do dangerous U-turns at the Buckwalter Place light or the Parkers light (or further south new light), depending on the direction in which they are travelling. How will fire trucks, school buses, etc., now get to and from the Townes.

Everywhere else in the world, traffic engineers are converting 2-T intersections to 1 4-legged intersection. Why are we trying to go backwards and create a medium for more traffic congestion and accidents, impacting the daily lives of thousands of people living in the neighboring communities. I strongly believe that this agenda of 5B of realignment of Bluffton parkway has been considered in the past but it will impact thousands of residents and create chaos. I strongly urge you to drop this agenda item and leave our beautiful intersection as it is. I look forward to hearing from you.

Attn: Bluffton Parkway 5B

I am a resident of Shell Hall and received an email today that the neighborhood had concerns regarding the Bluffton Parkway 5B project. The letter seemed to be very one sided and I disagree with the stance of the board. As the father of 3 children who attend Bluffton High and Bluffton middle and a wife who teaches at Bluffton Middle I am concerned every morning when they leave to drive to school. I ask them to make a right out of shell hall and go down to the traffic light and turn around to go to school as a safety precaution. It is evident that with the addition of all the homes, the Hilton Head Christian School Campus and the growth of the Bluffton School campus, something needs to be done. With out adding another traffic light at the entrance at Shell Hall, the added traffic continues to increase and become more hazardous. I hope that your organization, the Town of Bluffton and the County of Beaufort can make it a priority to help get this project funded for the safety of our community.

Attn: 5B

I know you are going to receive a lot of people against the 5B project, especially from my neighborhood-Shell Hall. I am overwhelmingly in favor of 5B! A second exit out of Shell Hall and less traffic in front of our main entrance would be beneficial to everyone in the neighborhood. EVERYONE who built there were aware of the 5B possibility. Please do what's best for the community as a whole as a move forward with the project.

Attn: 5B on LATS/TIP Proposal

Having any issues or spending on 5B items in the proposal is a waste of time and money. The 5B segment was last estimated several years ago in excess of \$50 million. Certainly it is much more now, for a road that is less 2 miles long.

The vote and approval for this was many many years ago. Try that vote now and you'll see that many do not want this road, other than a few people holding rights to future commercial properties.

There are too many crucial safety issues with our current roads, please focus the time and money on those.

Attn: 5B Extension Issues

1. Where is the funding source for this project coming from?
2. What is the true need and how would this help with congestion?
3. If this project was approved and constructed, is it worth my property values decreasing?
4. Who is benefiting from this project?
5. If the public really thinks this project would be a benefit why has it never been constructed when it was passed in 2006?
6. Why is the meeting on a Friday morning? Why is there an attempt to keep the public in the dark?
7. Could Shell Hall have another exit? At this time that would not be possible as a lagoon sits in the only space that would allow an additional exit.

Attn: 5B Extension / Shell Hall

I was recently made aware of the 5B extension being discussed again as a proposal. I, and many of my neighbors in Shell Hall are in extremely strong opposition to this project.

- There are many homes, including our own, that back up to this powerline area and our wooded landscape. If 5B is built we would be looking at a road and along with increased traffic noise, the wildlife that we see on a daily basis would be gone from this area.
- Our home values would take a SIGNIFICANT drop, is this project worth it to reduce the value of so many homes?
- The cost of this project we understand is estimated to be \$55 - \$65 million dollars. Where would that money come from and could it not be better used building play grounds, splash pads, parks, or other community gathering places?
- What is the true need for this project outside of traffic congestion? As a resident who has lived here for years, I do not see that much traffic where this would be needed.
- These wetlands that would be impacted are utilized as a storm run off for a lot of the surrounding neighborhoods as well. This could impact flooding, hurricane weather, etc.

I understand that this project might look good on a map or paper but the financial impacts to the town and to the residents in the surrounding neighborhoods would be a severely negative. I look forward to voicing my opinion in person at the meeting on Feb. 2

Attn: 5B Bluffton Parkway

I'm a resident of Shell Hall and have lived in Bluffton since 2007. In that time, we've seen vast growth which has both been beneficial as a homeowner and resident but also raises concerns. I'm writing to express my concern and request the extension of Bluffton parkway project 5B to be dismissed. As I write this, I look out my window of my bedroom that faces the wetland, see deer and other wildlife have a quiet home in an already busy area that has forced them to be

displaced for years. This road would be on my back door step and the reason why we love Bluffton and this house is for the quiet, small town feel and not the sound of cars driving past my property. Not only would this drastically lower my property value, I certainly know my tax dollars would be paying for this project and I do not see ANY benefits but an endless list of negatives. Examples, decreased property values of my community and surrounding ones, destruction of wildlife, noise, aesthetics, view from my house, not even an exit would be possible due to a lagoon and other property lines, additional traffic and unwanted visitors in and around our community.

I strongly encourage this project to be squashed and the focus should be put on improving our existing roads, schools, athletic facilities for our growing community, recreational centers for young kids to socialize and even the disaster that is the flyover going onto Hilton Head Island.

Attn: 5B Bluffton Parkway Extension

I live in Shelly Hall-Phase 3. Our vote is No!! Do not do this! You will destroy our wetlands and our peaceful community.

Lowcountry Bike/Walk Advocates

Background:

On November 8, 2021, Beaufort County passed Ordinance 2021/46 which adopted the Beaufort County Connects Bicycle and Pedestrian Plan 2021 (BCC) into Beaufort County 2040 Comprehensive Plan as Appendix A. The link to the BCC Plan is:

https://www.beaufortcountysc.gov/planning/documents/BCC2021_Final_9.2021-1.pdf

The BCC identifies specific sidewalks and pathways by locations, funding estimates, and time periods for building them over the next 20 years. Lowcountry Bike/Walk Advocates (LBWA) formed in 2022 to advocate for bicyclists and pedestrians living in the four-county area under the jurisdiction of the Lowcountry Council of Governments. LBWA was accepted by the Community Foundation of the Lowcountry in 2023 and operates under the 501 (c)(3) IRS code.

Comments:

LBWA recommends that the LATS committee includes guidelines and funding sources for the Safe Streets for All and the Complete Streets programs.

LBWA recommends that off-road paved pathways be built as part of the Triangle Project, and Highways 46 and 170 heading both east toward Bluffton and west toward Hardeeville.

LBWA recommends that building the “Spine” from Boundary Street south on Highway 170 to the Highway 46 roundabout be advanced to short term on the BCC Plan. The proposed expense of \$250,000 for a planning study is positive but LBWA believes it is important to speed up building this infrastructure.

LBWA recommends more public meetings and more time for the public to respond to this important document before the TIP is adopted.

East Coast Greenway:

Thank you for considering my comments, submitted on behalf of the East Coast Greenway Alliance, for the following two projects:

1) SC 170 Multi-Use Path: SC 46 to Boundary

2) BL-5: SC 46 Widening (SC 170 to Jasper County Line)

We are very supportive of the SC 170 Multi-Use Path from SC 46 to the county line, as this will create a new permanent segment of the East Coast Greenway. The current side path along SC 170 ends at the SC 46 traffic circle. This project will extend this facility west along SC 46 to the Jasper County line, creating a safe, accessible route for non-motorized users.

We also hope that the second project above, BL-5, incorporates as wide a shoulder as possible, with edge line skip pattern rumble stripes to enable safe access for non-motorized users.

FHWA Comments:

See spreadsheet and attached checklist.

2024-2033 Transportation Improvement Program Projects (LATS)
Public Comments from David Baker, Vice-President of Lowcountry Bike/Walk
Advocates (LBWA)
January 11, 2024

Item 25.

1. As ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS is performed on the following projects, I am very supportive of the inclusion of twelve foot wide pathways and intersection improvements for safe pedestrian crossing as per AASHTO design guidelines in the design of the widened highways in these projects:

FY 2024

- US 278 Widening Argent to I-95 (JC-11)
Widening of US 278 from I-95 to Argent Blvd. Road will be widened from 4 lanes to 6 lanes.
- Triangle Project (BC 12/JC-01)
Widening and intersection improvements of the 3 major roads within the “triangle”. SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170.

FY 2025

- SC 46 Widening from SC 170 to County Line (BL-05)
Widening of SC 46 from SC 170 to Jasper County Line. Widening from 2 lanes to 4.
2. I strongly support the FY2024 PLANNING PROJECT of the SC 170 Multi-Use Path from Boundary Street to SC 46, as this multi-use path is the key segment of the 2021 Beaufort Connects Plan and will create a new segment of the East Coast Greenway. This should be designated a mid-term plan with federal and local funding.
 3. As ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS is performed on the following projects, I am very supportive of the inclusion of pathways in the design of the same 12 foot wide design as in the existing Buckwalter Parkway:

FY 2025

- Buckwalter Frontage Connector (BL-01)
New road connecting Bluffton Parkway 5B with the existing Bluffton Parkway.
 - Bluffton Parkway 5B Update NEPA/Complete Design (BL-02)
New 4 lane road connecting the existing Bluffton Parkway at Buck Island Rd with the existing Bluffton Parkway near the Buckwalter Parkway intersection.
4. I am very supportive of the FY2024 ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS project for the Ribaut Road (Complete Street) (BC-10) project.



TIP Review Guidelines

South Carolina Division

MPO: **LATS**

Date: **12/7/2023**

Reviewer: **Mark Pleasant**

Document Name: **LATS draft FY2024 - 2033 TIP**

File #

Questions			Yes	No	N/A	Comments
450.324(a)	1	Was the TIP developed for the metropolitan planning area, by the MPO, in cooperation with the State and any affected public transportation operator(s)?	x			
	2	Does the TIP cover a period of at least four years?	x			
	3	Has it been more than four years since the last TIP update?		x		
	4	Has the TIP been approved by the MPO and the Governor?		x		
	5	Is the cycle for updating the TIP compatible with the STIP development and approval process?	x			
450.324(b)	6	Has the MPO provided all interested parties with a reasonable opportunity to comment on the proposed TIP as required by Sec. 450.316(a)?				TIP public comment dates December 10 - January 24 (33 business days/PPP)
	7	IF a nonattainment area TMA, has the MPO provided at least one formal public meeting during the TIP development process?			x	
	8	Has the TIP been published or otherwise made readily available by the MPO for public review, including (to the maximum extent practicable) in electronically accessible formats and means, such as the World Wide Web, as described in Sec. 450.316(a)?				Will be published on same timeline as updated STIP
450.324(c)	9	Does the TIP include federally supported capital and non-capital surface transportation projects (or phases of projects) within the boundaries of the metropolitan planning area proposed for funding under 23 U.S.C. and 49, U.S.C., Chapter 53 ?	x			
450.324(d)	10	Does the TIP contain all regionally significant projects requiring an action by the FHWA or the FTA whether or not the projects are to be funded under title 23, U.S.C., Chapters 1 and 2 or title 49, U.S.C., Chapter 53 (e.g., addition of an interchange to the Interstate System with State, local, and/or private funds and congressionally designated projects not funded under 23 U.S.C. or 49 U.S.C., Chapter 53)?	x			
	11	IF a nonattainment area TMA, does the TIP include all regionally significant projects proposed to be funded with Federal funds other than those administered by the FHWA or the FTA, as well as all regionally significant projects to be funded with non-Federal funds?			x	
450.324(e)	Does the TIP include, for each project or phase (e.g., preliminary engineering, environment/NEPA, right-of-way, design, or construction), the following:					
	12	Does the TIP include sufficient descriptive material (i.e., type of work, termini, and length) to identify the project or phase?	x			Some projects need improved descriptions
	13	Is the estimated total project cost, which may extend beyond the four years of the TIP included?		x		As appropriate, please population remaining cost column
	14	Is the amount of funding proposed to be obligated during each program year for the project or phase (by category and source) identified?	x			
	15	Are the agencies responsible for carrying out the project or phase identified?				Please confirm use of "lead agency" as identifying what agency will deliver the project
	16	In nonattainment and maintenance areas, are projects, which are identified as TCMs in the applicable SIP, identified?			x	
	17	In nonattainment and maintenance areas, are included projects specified in sufficient detail (design concept and scope) for air quality analysis in accordance with the EPA transportation conformity regulation (40 CFR part 93)?			x	
	18	In areas with Americans with Disabilities Act required paratransit and key station plans, identification of those projects that will implement these plans.				

Questions				Yes	No	N/A	Comments
450.324(f)	19	Are projects that are not considered to be of appropriate scale for individual identification in a given program year grouped by function, work type, and/or geographic area using the applicable classifications under 23 CFR 771.117(c) and (d) and/or 40 CFR part 93?				x	
	20	In nonattainment and maintenance areas, are classifications consistent with the "exempt project" classifications contained in the EPA transportation conformity regulation (40 CFR part 93)?				x	
450.324(g)	21	Is each project or project phase included in the TIP consistent with the approved metropolitan transportation plan?					
			x				
450.324(h)	22	Does the TIP include a financial plan that demonstrates how the approved TIP can be implemented, indicate resources from public and private sources that are reasonably expected to be made available to carry out the TIP, and recommend any additional financing strategies for needed projects and programs?	x				
	23	Did the MPO, State(s), and public transportation operator(s) cooperatively develop estimates of funds that are reasonably expected to be available to support TIP implementation, in accordance with Sec. 450.314(a)?	x				
	24	If new funding sources are utilized, are strategies for ensuring availability identified?	x				
	25	In developing the financial plan, did the MPO take into account all projects and strategies funded under title 23, U.S.C., title 49, U.S.C., Chapter 53, and other Federal funds; regionally significant projects that are not Federally funded; and operation and maintenance of the existing system?	x				
450.324(i)	26	Can full funding reasonably be anticipated to be available for the project(s), or phase(s) within the time period contemplated for completion of the project?		x			Please populate remaining cost column
	27	In nonattainment and maintenance areas, are funds available or committed for projects included in the first two years of the TIP ?				x	
	28	Is the TIP financial constraint demonstrated and maintained by year?	x				
	29	Does the TIP include sufficient financial information to demonstrate which projects are to be implemented using current and/or reasonably available revenues, by source, and which projects are to be implemented using proposed revenue sources while the entire transportation system is being adequately operated and maintained?		x			Please identify use of inflation factor for year of expenditure
450.326(a)	30	Does the TIP outline a process for development, approval, revisions, and amendments?					
			x				
450.326(b)	31	In nonattainment and maintenance areas, has a conformity finding on the TIP been made by the FHWA and the FTA?					
						x	
General	32	Does the TIP cover page provide the official name of the Metropolitan Planning Organization?					
	33	Does the TIP cover page provide Fiscal Years addressed by TIP?	x				
	34	Does the document provide a general overview on the MPO, its planning process, and what role the TIP plays in that planning process?	x				
	35	Does the MPO provide contact information within the document	x				

2 miles of SC 46 with no funding in 2024-2033 TRANSPORTATION IMPROVEMENT PROGRAM

Google Maps



Portion of 2 LANES in Jasper County (1/2 mile on 46 + 1/4 mile on 170 = 3/4 mile)

Portion of 2 LANES in Beaufort County (2 miles)

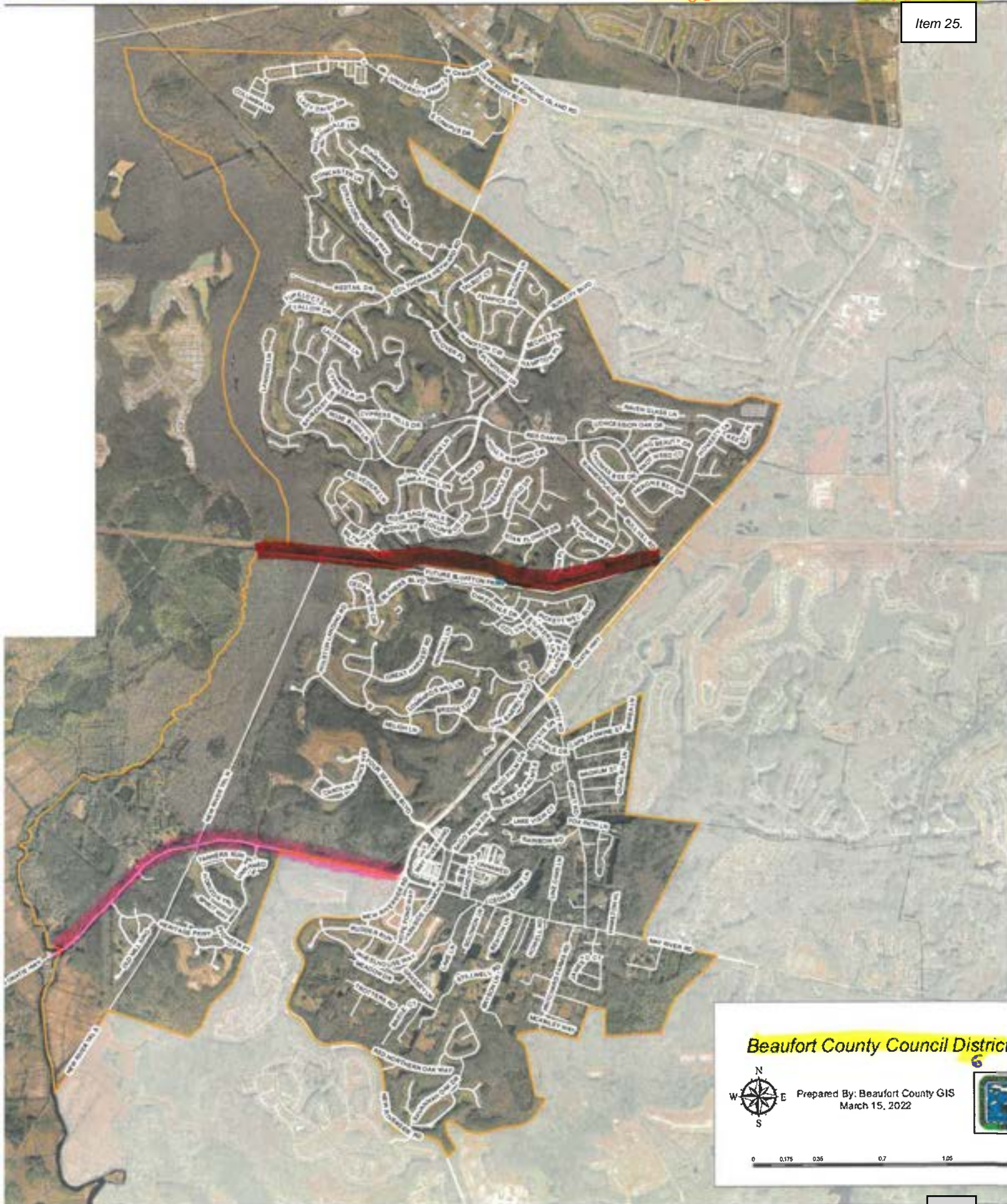
Portion that is 2 LANE (2 1/2 miles)

8 LANES of traffic going INTO AND OUT of traffic circle (New River Pkwy (2)) (46 (2))

6 LANES of traffic going INTO AND OUT of Jasper County (351 (2), 170 (2), 46 (2)) = 6 LANES

NOTE! Excludes 2 LANES TO WEST ON 46 (170 (4)) = 8 LANES

Item 25.



Suggested 2 1/2 miles of SC 46 THAT needs widened AS (2 miles is in your district in Beaufort County) - Immediate Priority
 Suggested extension to Bluffton Parkway - Longer Term Priority

ORDINANCE 2021/46

ADOPTION OF *ENVISION BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN* AND *BEAUFORT COUNTY CONNECTS BICYCLE AND PEDESTRIAN PLAN 2021* AS AN APPENDIX TO THE PLAN

WHEREAS, the comprehensive plan is the foundational policy document for Beaufort County, guiding decisions about land use, mobility, housing, economic development, natural and cultural resources, and resiliency; and

WHEREAS, state law requires that local government comprehensive plans to be reviewed and updated every ten years; and

WHEREAS, Beaufort County's current comprehensive plan was adopted in January 2011; and

WHEREAS, in the winter of 2020, Beaufort County began the process of updating the 2010 comprehensive plan with a series of public workshops, on-line surveys, and stakeholder meetings; and

WHEREAS, in an effort to prepare an easily accessible and usable product, the comprehensive plan was divided into three documents--the Comprehensive Plan, the Beaufort County Atlas, and the Action Plan Playbook; and

WHEREAS, the County, guided by a task force comprised of citizens and staff from all participating local jurisdictions produced *Beaufort County Connects Bicycle and Pedestrian Plan 2021*, designed to be an appendix of the comprehensive plan; and


WHEREAS, the Planning Commission held a public hearing on September 9, 2021 where they unanimously recommended approval of *Envision Beaufort County 2040 Comprehensive Plan* and *Beaufort County Connects Bicycle and Pedestrian Plan 2021*;

NOW, THEREFORE, BE IT ORDAINED that the County Council of Beaufort County, South Carolina hereby adopts the following documents comprising Beaufort County's comprehensive plan:

- *Envision Beaufort County 2040 Comprehensive Plan*;
- *Beaufort County Atlas*;
- *2040 Action Plan Playbook*; and
- *Beaufort County Connects Bicycle and Pedestrian Plan 2021* as Appendix A of *Envision Beaufort County*.

Adopted this 8th day of November, 2021

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council

Chronology:

First Reading: October 11, 2021 Vote: 11/0
Second Reading: October 25, 2021 Vote: 11/0
Public Hearing: October 25, 2021
Third Reading: November 8, 2021 Vote: 11/0



BEAUFORT COUNTY CONNECTS

Bicycle and Pedestrian Plan 2021



PROGRAM RECOMMENDATIONS

- 1 **Establish a Bicycle and Pedestrian Advisory Committee** to assist the County in the planning, funding, development, and implementation of facilities and programs that will result in the increased safety and use of bicycle and pedestrian travel as a mode of transportation and recreation. *(Education, Encouragement, Evaluation & Planning)*
- 2 Support or partner with municipalities on bike sharing and e-scooter programs in an effort to promote cycling and mobility. *(Equity, Encouragement)*
- 3 Sponsor, support, and/or promote national events that promote walking and cycling *(Education, Encouragement)*:
 - **National Bike Month.** National Bike Month is a chance to showcase the many benefits of bicycling and encourage more people to give biking a try.
 - **Bike-to-Work Day.** Bike-to-Work Day promotes the bicycle as an option for commuting to work by providing route information and tips for new bicycle commuters.
 - **Car-Free Day.** Car Free Day, an international day to celebrate getting around without cars, coincides with the beginning of the school year and is the perfect way to kick-off programs that promote bicycling and raise awareness for environmental issues.
- **Earth Day.** Earth Day can encourage residents to help the environment by bicycling to destinations and staying out of their cars and provides an excellent opportunity to educate people of all ages in the community.
- 4 Become a designated Walk Friendly Community. This program recognizes communities that have shown a commitment to improving and sustaining walkability and pedestrian safety through comprehensive programs, plans, and policies. *(Encouragement)*
- 5 Become a designated Bicycle Friendly Community. This program provides a roadmap to improving conditions for bicycling and guidance to help improve the community by providing safe accommodations for bicycling and encouraging people to bike for transportation and recreation. *(Encouragement)*
- 6 Consider participating in the Open Streets Program to temporarily open selected streets to pedestrians by closing them to cars. *(Education, Encouragement)*

7-14 excluded

POLICY RECOMMENDATIONS

- 1 Encourage each jurisdiction on the Bicycle and Pedestrian Task Force to adopt Beaufort County Connects 2021 by resolution and incorporate the document into their respective comprehensive plans. *(Evaluation & Planning)*
- 2 Adopt the Immediate, Mid-, and Long Term project list in this plan. *(Engineering)*
- 3 Use the Prioritization Matrix in this plan to further evaluate each proposed project, ensuring that the implementation process focuses on projects of most merit to the connectivity of the regional bicycle and pedestrian network. *(Engineering)*
- 4 Develop a funding strategy and anticipated annual revenue stream for bicycle and pedestrian projects that includes Accommodations Tax, Guideshare funds, Capital Project Sales Tax, dedicated local funding, and state and federal grants. *(Evaluation & Planning)*
- 5 Create a staff position within the Beaufort County government whose primary responsibility is to oversee the implementation of the Beaufort County Connects 2021. *(Evaluation & Planning)*
- 6 Consider a 2022 ballot initiative to re-impose a 1% capital project sales tax to fund transportation improvements that include complete streets and multi-use paths and establish a regular schedule for future referendums. *(Equity, Evaluation & Planning)*
- 7 Encourage local jurisdictions to adopt a Complete Streets policy that requires all streets to be planned, designed, operated, and maintained to enable safe access for all users, including pedestrians, bicyclists, and transit riders of all ages and abilities. All future transportation projects should adhere to the Complete Streets policy in an appropriate urban, suburban, or rural context. *(Equity, Engineering)*
- 8 Encourage municipalities and SCDOT to make Complete Streets policies mandatory in all new construction and repair projects. *(Equity, Evaluation & Planning)*
- 9 Identify streets where Shared Lane Markings ("sharrows") should be added to improve conditions for bicyclists. Work with SCDOT, the County, and municipalities as appropriate to have these added. *(Equity, Evaluation & Planning)*
- 10 Work with Lowcountry Area Transportation Study (LATS) during the update of the Long Range Transportation Plan to incorporate bicycle and pedestrian projects in the Beaufort County Connects 2021 and advocate for a target percentage of funding to be devoted to bicycle and pedestrian facilities. *(Equity, Evaluation & Planning)*

11-24 excluded

IMPLEMENTATION PLAN

LBA should encourage Beaufort County to take the lead from a RECOMMENDATION Public Sector STANDART.

Each jurisdiction represented on the Bicycle and Pedestrian Task Force should be encouraged to adopt the Beaufort County Connects 2021 by resolution and incorporate the document into their respective comprehensive plans.

Adopt the Immediate, Mid-, and Long Term project list in this plan.

Use the Prioritization Matrix in this plan to further evaluate each proposed project, ensuring that the implementation process focuses on projects of most merit to the connectivity of the regional bicycle and pedestrian network.

INVESTMENT	Low	Low	Low
TIME FRAME	Short	Short	Ongoing
PARTNER(S)	County Council, Municipalities, LATS	County Council, Municipalities, LATS, Nonprofits	County Planning & Zoning Department, County Engineering Municipalities, LATS
INITIATED			
COMPLETE			

4-16 excluded

POTENTIAL FUNDING SOURCES

This table outlines sources of funding for pathway projects in Beaufort County. The recommended bicycle and pedestrian coordinator will use Chapter 4 of this plan as a guideline for prioritizing and funding projects. Many projects will require several funding sources from multiple levels of government (federal, state, local) and private sources.

POTENTIAL FUNDING SOURCE	POTENTIAL ANNUAL REVENUE	PROJECT TYPES
Local Accommodations Tax	Up to \$500,000	Small projects, local matches for grants
Capital Project Sales Tax	Up to \$1 million annually (assume successful referendum every 10 years with \$10 million dedicated to bicycle and pedestrian projects)	Large projects, small projects
LATS	Up to \$3 million annually (assume small % to fund bicycle and pedestrian projects in County)	Small projects
LCOG Federal Transportation Dollars	Assume small % of annual Guidesare funds for bicycle and pedestrian projects in County	Small projects in Sheldon or St. Helena Island
SCPRT Recreational Trails Program	\$50,000 (assume successful \$100,000 grant every two years)	Very small projects, trailheads, other enhancements
SCDOT Transportation Alternative Program	\$250,000 (assume successful grant every two years)	Small projects
Private Funding	N/A	Matching local grants, maintenance, enhancement
RAISE Discretionary Grants	2019 avg. award: \$17.4 million 2020 max.: \$25 million/project	Largest projects.
AARP Livable Communities Grants	Average in 2018: \$10,000	Very small projects
Foundation Grants	N/A	Diverse projects and programs
Community Development Block Grant	\$200,000 - \$500,000	Medium projects

PRIORITIZATION METHODOLOGY

After collecting public input, the Task Force developed a process for prioritizing the proposed recommendations using the "Making Connections" and "Spine and Spur" themes resulting from the public input survey. Several precise criteria were also used in the decision-making process. Project prioritization does not preclude implementing projects on an opportunistic basis, where cost-efficiencies or new project partnerships become available.

*

Therefore, the results of the prioritization process are intended as a flexible framework for seeking funds to design and engineer the highest priority projects.

The intent was NOT to get developers/owners to fund projects.

NOTE: The results of the prioritization process is to value
are seek funds AND NOT TO USE TO THE FINAL DECISION
(AND) on the prioritization

PRIORITIZATION MATRIX

USE for ALL PROJECTS UNDERWAY or soon to be underway.

FLBPA AND

This prioritization matrix should be used by the bicycle and pedestrian coordinator and any future oversight committee to further evaluate each project, ensuring that the implementation process focuses on projects of most merit to the connectivity of the regional bicycle and pedestrian network over the long-term life of this document.

revisi

Criteria	Definition	Rank	Measurement
Connectivity	Does the project overcome barriers or fill gaps in the bicycle and pedestrian network?	High	Project closes gap between existing facilities
		Low	Project does not close gap between existing facilities
Safety	Does the project provide an immediate safety improvement where collision data, speed, and/or street design indicate potential safety concerns?	High	Project location has a significant crash history, high speeds, and a street design that indicates a potential safety concern
		Medium	Project location has two of the following qualities: a significant crash history, high speeds, and a street design that indicates a potential safety concern
		Low	Project location has one of the following qualities: a significant crash history, high speeds, or a street design that indicates a potential safety concern
Accessibility	Does the project modify a completely non-accessible route or enhance accessibility along routes that already have some level of access?	High	Project provides or enhances access along a route with no or limited access
		Low	Project does not provide or enhance access along a route with no or limited access

Criteria	Definition	Rank	Measurement
Demand	Is it likely that walkers and bikers will use the facility? Will the project attract new walking and biking trips for existing destinations?	High	Project will attract new trips, and it is likely walkers and bikers will use the facility
		Low	Project will attract new trips, or it is likely that walkers and bikers will use the facility
Ease of Implementation	Does the project require easements, property acquisition, or additional right of way? Does the project have jurisdictional/stakeholder support? Is the project a strong contender for grant funding?	High	Project is feasible, has political/stakeholder support, and is a strong contender for grant funding
		Medium	Project has two of the following qualities: is feasible, has political support, and is a strong contender for grant funding
		Low	Project has one of the following qualities: is feasible, has political support, and is a strong contender for grant funding
Cost	What are the capital, operating, and maintenance costs of the improvement?	High	Construction and operating costs over 10 years are <\$750,000
		Medium	Construction and operating costs over 10 years are between \$750,000 and \$1,250,000
		Low	Construction and operating costs over 10 years are >\$1,250,000
Equity	Does the project improve access for underserved populations?	High	Improves access for underserved populations
		Low	Does not improve access for underserved populations

also Cost Benefit Analysis - 2nd approach
 also windows of opportunity / low hanging fruit opportunities

Access Management Plan Update

**Buckwalter Parkway
(US 278 to Bluffton Parkway)
Beaufort County, SC**

Prepared for:
Beaufort County

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Access Management Plan Update – Buckwalter Parkway (US 278 to Bluffton Parkway)

- Right-in, right-out Intersection Access
 - Berkeley Place Driveway #2/Pinellas Drive South
 - Ludlow Street
 - Innovation Drive
 - Progressive Street (existing)
- Right-in only Intersection Access
 - Buckwalter Place Driveway (existing)

Table 1 shows a comparison of the access management between the two scenarios.

Table 1: Comparison of Traffic Control by Scenario¹		
Location	Scenario 1 – 2007 Plan	Scenario 2 – 2021 Proposed Plan
US 278	Existing Signal	Existing Signal
Cassidy Drive	Undefined Unsignalized Access	Right-in, Right-out
Pinellas Drive N	Undefined Unsignalized Access	Proposed Signalization, when warranted
Pinellas Drive S	Proposed Signalization, when warranted	Right-in, Right-out
Mott St./Parkside Dr.	Undefined Unsignalized Access	Proposed Signalization, when warranted
Ludlow St.	Proposed Signalization, when warranted	Right-in, Right-out
Kroger Fuel Driveway	Right-in, Right-out	Proposed Signalization, when warranted
Innovation Dr.	Proposed Signalization, when warranted	Right-in, Right-out
Progressive Dr.	Right-in, Right-out	Right-in, Right-out
Buckwalter Place Blvd./Lord of Life Dwy.	Existing Signal	Existing Signal
Buckwalter Place Dwy.	Right-in Only	Right-in Only

¹Roadway improvements may be required at all locations in both scenarios

In the proposed access management plan update (Scenario 2), all intersections are projected to operate at LOS D or better (assuming the planned intersections are signalized). Signalization implementation would be based on the intersections meeting traffic signal warrants.



Fwd: Cost Benefit Analysis to Move Innovation Drive Intersection at Buckwalter Parkway say 300 Feet to the North

New Traffic Access Management Plan

Cost to taxpayers	Say \$5 million (100% paid by the public sector)	
Probability that signal will be warranted	0%	\$0 (100% paid by the private sector)
Traffic Count to and from east	None or minimal	100%
Traffic Count to and from west	Much less than where previously planned	Say minimum of 100 x that under New TAMP
Impact on Wellands	Very significant - Would require years and \$\$ just to permit	Multiple times more than under New TAMP
Expectations of Bluffton Fresh/Starbucks	No	No Impact
Consistency with Woodbridge existing valid permits	No	Yes
		Yes

Buckwalter Commons/Buckwalter Place Master Plans and Existing Conditions

 SKM_C360124010414590.pdf
317K



Lowcountry Area Transportation Study (LATs)
Policy Committee Meeting Friday, February 2nd, 2024, 9:30 a.m.
Meeting Location: In-Person TCL New River Campus Conference Room
AGENDA

Policy Committee Members Present:

Tammy Becker, Hilton Head Island, Mike McFee, City of Beaufort, Harry Williams, City of Hardeeville, Dan Wood, Town of Bluffton, Joe Passiment, Beaufort County Council, Barbara Childs, LRTA, Van Willis, Town of Port Royal

Others Present:

Mayor Philp Cromer, City of Beaufort
 Lisa Wagner, Jasper County
 Mary Lou Franzoni, LRTA
 Kevin Icard, Town of Bluffton
 Anna Tabernik, Beaufort County Council
 Logan Cunningham, Beaufort County Council
 Paula Brown, Beaufort County Council
 Dan Fraizer, Town of Bluffton
 Ashley Goodrich, BJWSA
 Jared Fralix, Beaufort County
 Brittane Bishop, Beaufort County
 Frank Turano, Alliance Consulting
 Marilyn Arseneau
 Zachary Verhage, Mead and Hunt
 Ryan Mc Clure, Transystems
 Abraham Champagne, WSP
 Emily Swearingen, AECOM
 Jessie White, SCCCL
 Mark Pleasant, FHWA
 Danny Thornberry, Shell Hall HOA
 Craig Winn, SCDOT
 Travis Cooper, SCDOT
 Lyle Lee, SCDOT
 Diane Lackey, SCDOT
 Sebreana Graham, LCOG
 Stephanie Rossi, LCOG
 Michael Gagliardi, LCOG
 Dave Baker, LBWA
 Taylor Boykin, SCA
 Art Handman, Beaufort CTC
 Tom Zinn, Buckwalter Commercial
 Chuck Valentino, LBWA

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Present for Public Hearing (Signed in)

Jill Caldwell, Craig Kodat, Kim Hart, Larry Stoller, Travis Reynolds, Gary Hrivvak, Linda Hrivvak, Timothy J Eiff, Kyle C Zabatzky, Robert Carney, Susan Spencer, Bill Beltz, Bill Fairfax, Nancy Fairfax, Frank Arnold, Ron Hall, Rhett Livingston, Mia Lantz, Jill Caldwell, Dave Waddington, Emily Prescott, Barbara Baxter, David Pratt, Martin Kolberg, Crystal Hissinbetha, Carolyn Kraus, Shannon Keck, Kay Gagliardi, Helene Stoller, William Verno, Darlene Verno, Chuck Valentino, Bob Benson, Nancy Benson, Ben Van Bergen, Charlotte Van Bergen, David Hettenhouser, Fran Parker, Terry Parker, John Brophy, Marcus Grove, Lajay Grove, Ky Zubatsky, Denise Spencer

1. Call to Order.
 - a. Pledge of Allegiance
 - b. Invocation

***Meeting agenda revised and the Chair called the Public Hearing. ***

2. Public Hearing (Comments per person limited to 3 minutes) Minutes are summaries and not verbatim.
 - a. Long Range Transportation Plan Amendments and FY 2024-2033 Transportation Improvement Program—Stephanie Rossi
 - Public Hearing went first, skipping over agenda items 2 and 3.
 - Stephanie gave a brief overview of the MPO and the Transportation Improvement Program. Mayor Williams states that the purpose of this organization/committee is to set the priorities for transportation in the region. The Chair opens the public hearing to the guests in the room and to those who have signed in.
 - Shell Hall Resident (previously the Townes): A meeting on October 2021 was held with Jared Fralix and Logan Cunningham regarding the traffic light realignment at Buckwalter. A large group not in favor of the project were present at the meeting. They believed it would lead to 5B and they were not in favor of 5B roadway. The project was taken to the Beaufort County Council Public Facilities meeting on October 18th 2021 and the committee unanimously denied funding for the project sending it back to the Town of Bluffton for funding. Does not want road and would like to see funding removed. Show of hands in agreed.
 - Shell Hall Resident: concerned how 5B will affect housing, home values, and traffic patterns, many agree.
 - Rose Hill resident: Voiced concerns over pollution and noise from the roadway and traffic, many agree.
 - Rose Hill resident: Was the notice published in a newspaper? Stephanie responds by saying the Island Packet.



Resident states Rose Hill resident did not receive it in a timely manor and are not happy about timing of meeting. They prefer a 6:30 meeting. Going forward, transparency is important, and the timing of the meeting should be at a time where everyone affected by a project can meet.

Mayor Williams mentions that these meetings are held every other month and are always held at 9:30. He also mentions that there will be many other chances for public input on individual projects to the proper authorities who will be responsible for each specific project. The committee will consider a possible change to the time schedule of future LATS meetings.

- Shell Hall Resident: Stated concerns about people cutting through neighborhood, increased traffic and speeds. They also noted concerns about wildlife and destroying wetlands.
- Bluffton Resident (Woodbridge): Stated concerns about the wildlife, curious about what county is doing to mitigate habitat destruction. 5B is not needed. The Town of Bluffton is pushing the project, yet the road will be adjacent to their neighborhood which is not within the Ton of Bluffton and they cannot vote because they don't live in Bluffton so it's unfair. Slow down development. Overall statement on over development and traffic safety. They don't want a road that runs parallel to a road we already have.
- Shell Hall HOA Board Representative: 5 out of 6 communities not happy. Development needs to slow down. What is it going to cost? Why hasn't that number posted for anyone to see? Is the county going to fund this? BILJA? Where is the money coming from? Potholes need to be fixed. This meeting needs to held at 6:30 at night.
- Tom Zinn: Noted concerns over the Intersection of 170/46 to the New River Bridge, towards 46/170/462. The plan currently has widening up to the bridge but does not go further. There is no plan from circle to 46/170/462. The current layout wouldn't work in a hurricane evacuation. Tom states that Bluffton Parkway 5B change in location of light would cost taxpayers money and is necessary.
- Logan Cunningham, Beaufort County Council District 7: 5B is a County road but not on the County priority list for the referendum. Bringing up the project over and over again, will not support road, why spend money on this piece of road when it is already here and does not want to fund a project, they (Beaufort County) already have access to. States that County Council is not in support of the project.
- Rose Hill resident: many new residents wouldn't like an election to be used as a mandate. Doesn't want to take away greenspace.
- Resident: wants to use the money to preserve land, preserve green space. Wants Bluffton to preserve green space like Hilton Head Island has done.
- Resident: tax referendum in Beaufort County for preservation was passed, wants 100 million to be used to preserve land.



Public Hearing closes

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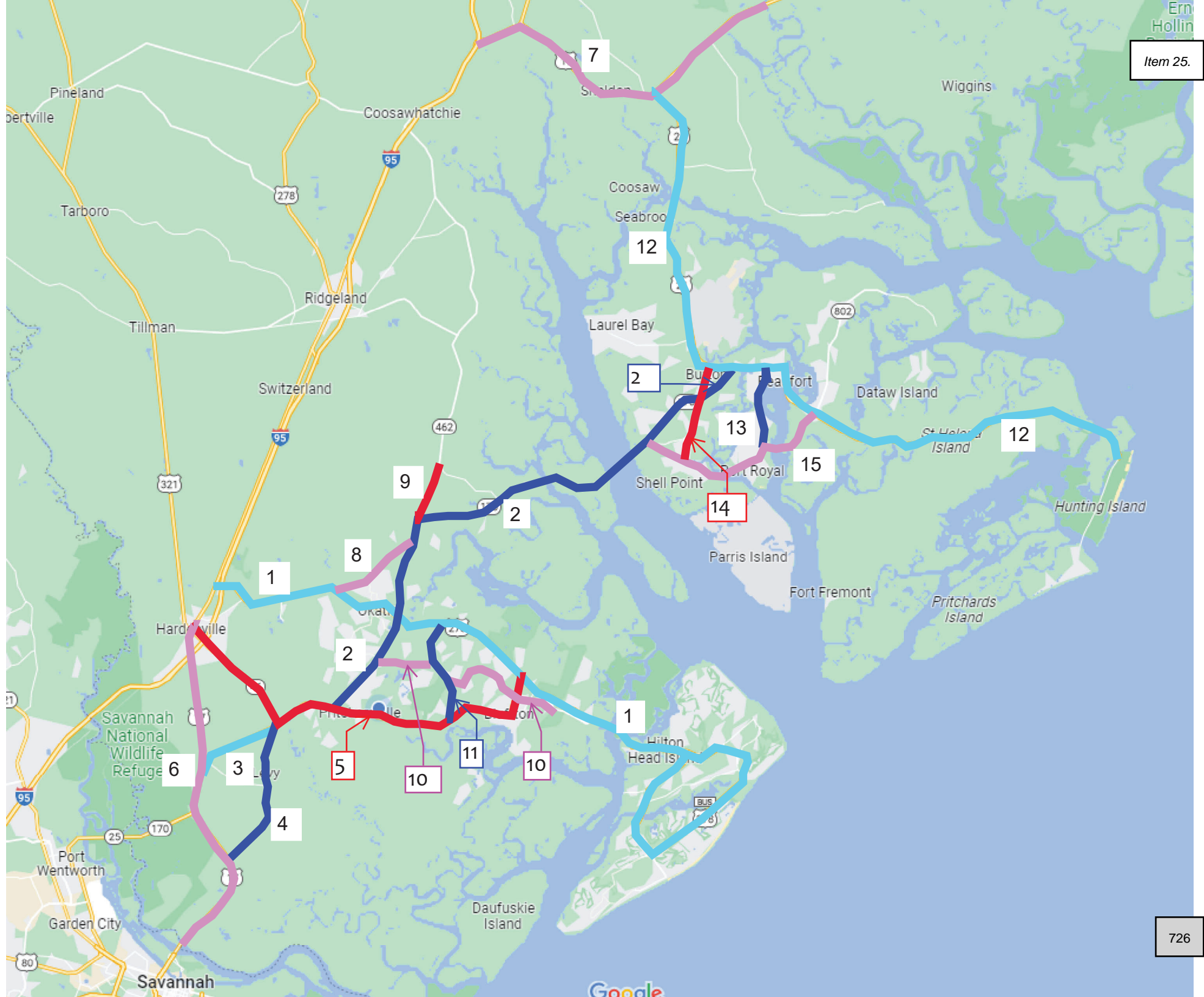
**ITS MASTER PLAN
VARIOUS CORRIDORS IN LATS STUDY AREA
BEAUFORT COUNTY**

PROJECT UNDERSTANDING

Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:

1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island – approximately 36 miles
2. SC 170 from US 21 Bus. (Boundary St) to SC 46 – approximately 24 miles
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles
4. SC 315 from US 17 to SC 46 – approximately 6 miles
5. SC 46 from US 17 to US 278 – approximately 17 miles
6. US 17 from SC 46 to SC/GA State line – approximately 14 miles
7. US 17 from Beaufort/Colleton County Line to I-95 – approximately 14 miles
8. Argent Boulevard from US 278 to SC 170 – approximately 4 miles
9. SC 462 from SC 170 to Snake Road – approximately 3 miles
10. Bluffton Parkway from SC 170 to US 278 – approximately 11 miles
11. Buckwalter Parkway from US 278 to SC 46 – approximately 4 miles
12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge – approximately 28 miles
13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr) – approx. 3 miles
14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128 (Savannah Hwy) – approximately 4 miles
15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

See locations on project map as shown by above number:



Item 25.

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Administration

Project administration spans the duration of the project and is crucial to the success of the project. This task involves the monitoring and coordination of services to be provided to Beaufort County (“the County”) to achieve timely and efficient completion of the project. Included in this task are the project control and management, reporting requirements, project status meetings, and schedule development and maintenance.

Task 1.2 Project Control and Management

The Consultant will be responsible for the day-to-day activities of managing the Project, which is assumed to have a duration of **12** months. Specific activities include ongoing reassessments of contract and schedule adherence.

Task 1.3 Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the County. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics.

Task 1.4 Project Status Meetings

In addition to the reporting requirements outlined above, virtual project status meetings with the County will help the Consultant maintain schedule and contract adherence. It is assumed that project status meetings will be held once per month, by means of a virtual meeting.

Task 1.5 Schedule Development

The Consultant will develop a project schedule for review and approval by the County.

Task 1.6 Presentations to LATS

The Consultant will conduct up to two presentations to LATS. The first presentation will present the recommended project approach and schedule. The second presentation, if requested, would be focused on status update or findings.

The first workshop, ITS Vision and Needs Workshop, will focus on the development of the long-term vision for transportation technology within the County. The second workshop, ITS Recommendations Workshop, will focus on draft recommendations and project prioritization methodology.

TASK 2 CONCEPT OF OPERATIONS

It is important to establish a solid platform that defines how the counties operate today and how the counties would like to operate in the future. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The ConOps represents the counties’ day-to-day conditions and activities (operation) as they pertain to ITS system needs. It describes the purpose,

the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. The Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms. The Consultant will conduct one workshop with LATS and Beaufort County to go over the recommendations from the Concept of Operations. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

Deliverables:

Concept of Operations Memo

Workshop with LATS and Beaufort County

TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

The basis for the ITS Master Plan is to first develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally. The County will provide the Consultant with existing spreadsheets, GIS inventory, or other forms of data of the existing infrastructure and assets. Assets that shall be incorporated into the database include the traffic signal equipment, detection, cameras, fiber network (if existing), and other traffic control devices (Blue Toad, vehicle approaching warning flashers, radar speed feedback signs, rectangular rapid flashing beacons, school beacons, and others).

It is anticipated that the Consultant will rely on the information provided by the County and will not be responsible for field verification or field inventory. The Consultant's effort will be focused on obtaining the existing asset inventory from various existing sources (i.e., spreadsheets, ATMS, etc.), and consolidating into a single GIS inventory and associated database that is consistent with the County's other available inventories.

In addition to the County inventory, the Consultant shall document the central management software and hardware and existing interconnectivity and interoperability with adjacent jurisdictions and relevant state owned and maintained assets.

In addition, the consultant will work with the County to develop an ITS Asset Management Process to clearly define the roles and responsibilities of key personnel who will maintain the data. The Consultant will summarize findings in an Existing Conditions Technical Report which will be incorporated as a chapter into the final Master Plan document.

Consultant will conduct one workshop with LATS and Beaufort County to go over the results from the Existing Conditions and Asset Inventory. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

Deliverables:

GIS Database of assets inventory

Existing Conditions Technical Report

TASK 4 NEEDS ASSESSMENT

The needs assessment should be divided into two focus areas: existing and planned/future. For assessing existing needs, the Consultant shall evaluate the County's current ITS inventory and identify gaps in the system (communications, connections, interoperability, etc.). The future needs assessment shall focus on how the County can achieve a robust communications plan and connection of traffic control or monitoring devices as well as address ITS gaps. Future needs will also include a County Traffic Management Center. The emerging technologies assessment shall focus on what the counties need to be planning for related to autonomous and connected vehicles (if a desire) as well as other emerging transportation technologies.

The Consultant will coordinate with the County to verify the current understanding of future projects and develop assumptions regarding the number and location of future signalized intersections and ITS devices, video transmission and display technologies, and center to center connection needs. Additionally, the Consultant will review vehicular traffic data, crash data provided by the South Carolina Department of Public Safety, truck traffic data, demographics, anticipated future projects, and growth metrics, as available, to analyze future system needs.

INRIX/RITS data will be used to portray congestion hot spots throughout the County. Weekday (Tuesday, Wednesday, and Thursday) traffic during peak morning (6:00 AM to 9:00 AM) and peak evening (4:00 PM to 6:00 PM) will be analyzed.

The Consultant will look at device deployments and closely consider communication needs for each focus area. The Consultant will work with the County to identify emerging technology needs based on the established vision.

The Consultant will conduct a meeting with the County to review the existing, future, and emerging technology system demands. At this meeting the County will verify the data gathered and assumptions made by the Consultant prior to bandwidth analysis being performed.

The Consultant will use the assumptions and capacity data gathered to determine current network bandwidth deficiencies. Three-time horizons will be assessed: existing, future, and emerging. The emerging technology bandwidth estimates will be a high-level expectation of what is known today with an assumption of future growth. These bandwidth deficiencies will be expressed in number of fibers consumed and digital throughput as appropriate. The demand estimates will be compared to the capacity estimates determined under this task. The County's current network architecture will be evaluated based on the identified deployment needs as well as bandwidth needs. The Consultant will analyze the current network architecture and develop a plan to migrate to a redundant communications network, which will be capable of supporting the identified needs.

The Consultant will summarize findings in a Needs Assessment Technical Report which will be incorporated as a chapter into the final Master Plan document.

Deliverables:

System Demand Need Meeting
Needs Assessment Technical Report

Excluded:

A staffing plan and layout of the Traffic Management Center would be an additional service to this Task.

TASK 5 ITS MASTER PLAN

The County's expectation of an ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments. The ITS Master plan shall have three phases: 2023-2025 Critical Needs; 2025-2027: Desired Improvements; and 2027-2033 10-Year Vision and Long-Range Plan. The Master Plan shall be organized to provide action steps on how to achieve project goals, project phasing, probable costs, and implement ITS architecture. Project recommendations will provide high level device locations correlated with fiber optic cable infrastructure to determine device grouping based on available bandwidth, video latency constraints, device proximity, and high-level network architecture. Preliminary recommended placement of distribution switches/routers and core/central routers will also be made based on high-level network architecture.

The Consultant will prepare high-level cost estimates for project recommendations. The Consultant will work with the County to develop a consistent methodology for prioritizing projects that is data driven and easy to communicate to decision makers. Projects will be divided into three phases: Critical Needs, Desired Improvements, and 10-Year Vision / Long-Range Plan. The Consultant will develop summaries of each phase recommendations that can be used as easy reference. In addition, the Master Plan shall include elements for the County to maintain eligibility for federal transportation funding for ITS/ATMS projects.

The Consultant will develop project descriptions for up to 7 projects for inclusion or in consideration of incorporation into the County's Capital Improvement Program (CIP). Each project will be uniquely identified with a title, description, basis for recommendation, and an estimated construction cost.

Deliverables:

System Plan and Recommended projects in GIS
ITS Master Plan

SCHEDULE

The schedule for Tasks 1-5 is 12 months.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 26.

ITEM TITLE:
Recommendation of a contract award to Stantec for the SC 170 Regional Corridor Study. (\$400,000)
MEETING NAME AND DATE:
Public Facilities and Safety Committee, November 18, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure 5 Minutes
ITEM BACKGROUND:
This project is a Lowcountry Area Transportation Study (LATS) initiative to address congestion, safety, and mobility concerns along the SC 170 corridor. The SC 170 corridor is growing rapidly, and this study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor. Beaufort County has been authorized as a Local Public Agency (LPA) by SCDOT to administer the project.
PROJECT / ITEM NARRATIVE:
<p>Beaufort County proposes to evaluate transportation improvements along SC 170 from US 21 BUS. (Boundary Street) to SC 46 (May River Road) in Beaufort County, South Carolina. For the future success of the SC 170 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to coordination of traffic signals, network connectivity, and access management along the corridor. The length of SC 170 is approximately 24 miles.</p> <p>Stantec was selected from our on-call traffic engineering list. As part of the LPA approval process with SCDOT, the scope was first negotiated with the consultant and SCDOT oversight. Once agreed upon, the level of manhour effort and overall fee was negotiated with the consultant and SCDOT oversight.</p>
FISCAL IMPACT:
Total Cost of Contract is \$400,000.00. The project is funded 100% (\$400,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a contract award to Stantec for the SC 170 regional corridor study.
OPTIONS FOR COUNCIL MOTION:
Approve/deny the contract award to Stantec for the SC 170 regional corridor study. <i>Next Steps: Move forward to County Council on 11/25/24 for approval/denial of contract award.</i>

Project Information

Project Name	SC 170 Corridor Study
Project Phase or Segment	
Project Location	Beaufort County
CM Number/Descriptor	
Contract Designation	

Consultant Information

Firm Name	Stantec Consulting
Certified DBE ?	No
Reviewer Name	
Submittal Date	
Estimate Type	Prime Consultant

Task Identification

Active	Task	Description
<input checked="" type="checkbox"/>	01	PROJECT MANAGEMENT
<input checked="" type="checkbox"/>	02	SYSTEM / FACILITY IDENTIFICATION
<input checked="" type="checkbox"/>	03	DATA COLLECTION
<input checked="" type="checkbox"/>	04	DATA ANALYSIS
<input checked="" type="checkbox"/>	05	PUBLIC INVOLVEMENT
<input checked="" type="checkbox"/>	06	CORRIDOR STUDY DOCUMENTATION
<input type="checkbox"/>	07	
<input type="checkbox"/>	08	
<input type="checkbox"/>	09	
<input type="checkbox"/>	10	
<input type="checkbox"/>	11	
<input type="checkbox"/>	12	
<input type="checkbox"/>	13	
<input type="checkbox"/>	14	
<input type="checkbox"/>	15	
<input type="checkbox"/>	16	
<input type="checkbox"/>	17	
<input type="checkbox"/>	18	
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<input type="checkbox"/>	23	
<input type="checkbox"/>	24	
<input type="checkbox"/>	25	

Labor Multipliers

Overhead Rate	165.248 %	a
FCCM Rate	0.185 %	b
Fixed Fee Rate	10.000 %	c
Average Overhead Rate	164.810 %	d
Combined Multiplier	2.9191	(1+a) + ((1 + d) *

Staff Classifications

All staff classifications and base rates should be entered on "Setup 2"

Non-salary Direct Expenses

Expense descriptions, units and unit rates should be entered on "Setup 3"

No subconsultant involvement has been identified for this estimate

Details of subconsultant involvement should be added on "Setup 4"

Geotechnical Testing Direct Expenses

Assigned to :

Testing Direct Expenses, Worksheet 1	-
Testing Direct Expenses, Worksheet 2	-
Testing Direct Expenses, Worksheet 3	-

Project Fee Summary

Fee Totals Broken Down by Task

Task	Task Description	Labor	Directs	Subs	Total	
01	PROJECT MANAGEMENT	\$ 27,062.18	\$ 373.50	\$ -	\$ 27,435.68	7.5%
02	SYSTEM / FACILITY IDENTIFICATION	\$ 15,433.61	\$ -	\$ -	\$ 15,433.61	4.2%
03	DATA COLLECTION	\$ 34,196.21	\$ 20,097.00	\$ -	\$ 54,293.21	14.9%
04	DATA ANALYSIS	\$ 126,787.84	\$ -	\$ -	\$ 126,787.84	34.8%
05	PUBLIC INVOLVEMENT	\$ 80,244.71	\$ 10,947.50	\$ -	\$ 91,192.21	25.0%
06	CORRIDOR STUDY DOCUMENTATION	\$ 49,140.83	\$ -	\$ -	\$ 49,140.83	13.5%
07	(inactive)					
08	(inactive)					
09	(inactive)					
10	(inactive)					
11	(inactive)					
12	(inactive)					
13	(inactive)					
14	(inactive)					
15	(inactive)					
16	(inactive)					
17	(inactive)					
18	(inactive)					
19	(inactive)					
20	(inactive)					
21	(inactive)					
22	(inactive)					
23	(inactive)					
24	(inactive)					
25	(inactive)					
Totals		\$ 332,865.38	\$ 31,418.00	\$ -	\$ 364,283.38	

Stantec Consulting

Task	Task Description	Direct Labor	Overhead	Fixed Fee	FCCM	Labor Total	Directs	Total
01	PROJECT MANAGEMENT	\$ 9,270.60	\$ 15,319.49	\$ 2,454.95	\$ 17.14	\$ 27,062.18	\$ 373.50	\$ 27,435.68
02	SYSTEM / FACILITY IDENTIFICATION	\$ 5,287.04	\$ 8,736.73	\$ 1,400.06	\$ 9.78	\$ 15,433.61	\$ -	\$ 15,433.61
03	DATA COLLECTION	\$ 11,714.48	\$ 19,357.94	\$ 3,102.11	\$ 21.68	\$ 34,196.21	\$ 20,097.00	\$ 54,293.21
04	DATA ANALYSIS	\$ 43,433.28	\$ 71,772.63	\$ 11,501.57	\$ 80.36	\$ 126,787.84	\$ -	\$ 126,787.84
05	PUBLIC INVOLVEMENT	\$ 27,489.16	\$ 45,425.29	\$ 7,279.41	\$ 50.85	\$ 80,244.71	\$ 10,947.50	\$ 91,192.21
06	CORRIDOR STUDY DOCUMENTATION	\$ 16,834.00	\$ 27,817.86	\$ 4,457.82	\$ 31.15	\$ 49,140.83	\$ -	\$ 49,140.83
07	(inactive)							
08	(inactive)							
09	(inactive)							
10	(inactive)							
11	(inactive)							
12	(inactive)							
13	(inactive)							
14	(inactive)							
15	(inactive)							
16	(inactive)							
17	(inactive)							
18	(inactive)							
19	(inactive)							
20	(inactive)							
21	(inactive)							
22	(inactive)							
23	(inactive)							
24	(inactive)							
25	(inactive)							
Totals		\$ 114,028.56	\$ 188,429.94	\$ 30,195.92	\$ 210.96	\$ 332,865.38	\$ 31,418.00	\$ 364,283.38
		(A)	(B)	(C)	(D)	(E)	(F)	

Summary of DBE Qualifying Fees

	Total Fee	Qual. Percentage	Qualifying Fee
Stantec Consulting	\$ 364,283.38		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Fee Summary

A - Direct Labor	\$ 114,028.56
B - Overhead: A x 1.65248	\$ 188,429.94
C - Fixed Fee: (A + (A x 1.6481)) x 0.1	\$ 30,195.92
D - FCCM: A x 0.00185	\$ 210.96
E - Labor Total	\$ 332,865.38
F - Total Non-Salary Direct Expenses	\$ 31,418.00
G - Subconsultant Fees	\$ -
Fee Total	\$ 364,283.38

fee total less fixed fee: \$334,087.46

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[illegible][illegible]

	Expense Description	Quantity	Units		Unit Cost		Total Cost
1	Per Diem, without Overnight Stay	4	days	@	\$ 44.25	per day	\$ 177.00
2	Mileage	300	miles	@	\$ 0.655	per mile	\$ 196.50

3	-	-	@	\$	-	-	\$	-
4	-	-	@	\$	-	-	\$	-
5	-	-	@	\$	-	-	\$	-
6	-	-	@	\$	-	-	\$	-
7	-	-	@	\$	-	-	\$	-
8	-	-	@	\$	-	-	\$	-
9	-	-	@	\$	-	-	\$	-
10	-	-	@	\$	-	-	\$	-
11	-	-	@	\$	-	-	\$	-
12	-	-	@	\$	-	-	\$	-
13	-	-	@	\$	-	-	\$	-
14	-	-	@	\$	-	-	\$	-
15	-	-	@	\$	-	-	\$	-
16	-	-	@	\$	-	-	\$	-
								\$ -
								\$ -

Task Total for Non-salary Direct Expenses \$ 373.50
(F)

Subconsultant Involvement

DBE %	Subconsultant	Total Fee for Task	Manhours

Fee Summary for Task

A	Direct Labor	\$	9,270.60
B	Overhead: A x 1.65248	\$	15,319.49
C	Fixed Fee: (A + (A x 1.6481)) x 0.1	\$	2,454.95
D	FCCM: A x 0.00185	\$	17.14
E	Labor Total	\$	27,062.18
F	Non-salary Direct Expenses	\$	373.50
G	Subconsultant Fees	\$	-
Task Total		\$	27,435.68

Task 02: SYSTEM / FACILITY IDENTIFICATION

PRIME CONSULTANT

Task Total: \$15,433.61 | Project Total: \$364,283.38

MFE Version 4.0.7

Manhours[illegible]

Fee Determination for Labor

Staff Classification	Hours	Rate	Direct Labor	Overhead	Fixed Fee	FCCM	Labor Total
				165.25%	(A + (A x 1.64)) x 0.1	0.19%	
Project Manager	16	\$74.62	\$ 1,193.92	\$ 1,972.93	\$ 316.16	\$ 2.21	\$ 3,485.22
Sr. Transportation Engineer		\$59.82	\$ -	\$ -	\$ -	\$ -	\$ -
Jr. Transportation Engineer/EIT		\$34.86	\$ -	\$ -	\$ -	\$ -	\$ -
Sr. Traffic Engineer	32	\$67.92	\$ 2,173.44	\$ 3,591.57	\$ 575.55	\$ 4.02	\$ 6,344.58
Jr. Traffic Engineer/EIT	56	\$34.28	\$ 1,919.68	\$ 3,172.23	\$ 508.35	\$ 3.55	\$ 5,603.81
-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %							
Task Totals for Labor	104		\$ 5,287.04	\$ 8,736.73	\$ 1,400.06	\$ 9.78	\$ 15,433.61
			(A)	(B)	(C)	(D)	(E)

Non-salary Direct Expenses

[illegible]

Subconsultant Involvement

[illegible]

Free Summary for Task

A	Direct Labor	\$	5,287.04
B	Overhead: A x 1.65248	\$	8,736.73
C	Fixed Fee: (A + (A x 1.64811)) x 0.1	\$	1,400.06
D	FCCM: A x 0.00185	\$	9.78
E	Labor Total	\$	15,433.61
F	Non-salary Direct Expenses	\$	-
G	Subconsultant Fees	\$	-
	Task Total	\$	15,433.61

Task 03: DATA COLLECTION

PRIME CONSULTANT

Task Total: \$54,293.21 | Project Total: \$364,283.38

MFE Version 4.0.7

Manhours[illegible]

Fee Determination for Labor

Staff Classification	Hours	Rate	Direct Labor	Overhead	Fixed Fee	FCCM	Labor Total
				165.25%	(A + (A x 1.64)) x 0.1	0.19%	
Project Manager	16	\$74.62	\$ 1,193.92	\$ 1,972.93	\$ 316.16	\$ 2.21	\$ 3,485.22
Sr. Transportation Engineer	8	\$59.82	\$ 478.56	\$ 790.81	\$ 126.73	\$ 0.89	\$ 1,396.99
Jr. Transportation Engineer/EIT	16	\$34.86	\$ 557.76	\$ 921.69	\$ 147.70	\$ 1.03	\$ 1,628.18
Sr. Traffic Engineer	36	\$67.92	\$ 2,445.12	\$ 4,040.51	\$ 647.49	\$ 4.52	\$ 7,137.64
Jr. Traffic Engineer/EIT	104	\$34.28	\$ 3,565.12	\$ 5,891.29	\$ 944.08	\$ 6.60	\$ 10,407.09
Sr. Environmental Specialist	24	\$45.25	\$ 1,086.00	\$ 1,794.59	\$ 287.58	\$ 2.01	\$ 3,170.18
Environmental Specialist	60	\$39.80	\$ 2,388.00	\$ 3,946.12	\$ 632.37	\$ 4.42	\$ 6,970.91
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-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %							
Task Totals for Labor	264		\$ 11,714.48	\$ 19,357.94	\$ 3,102.11	\$ 21.68	\$ 34,196.21
			(A)	(B)	(C)	(D)	(E)

Non-salary Direct Expenses

Expense Description		Quantity	Units	Unit Cost			Total Cost
1	Per Diem, without Overnight Stay	8	days	@	\$ 44.25	per day	\$ 354.00
2	Mileage	600	miles	@	\$ 0.655	per mile	\$ 393.00
3	4-hr TMC	40	eachs	@	\$ 450.00	per each	\$ 18,000.00
4	24-hr Tub count	3	eachs	@	\$ 450.00	per each	\$ 1,350.00
5	-	-	-	@	\$ -	-	\$ -
6	-	-	-	@	\$ -	-	\$ -
7	-	-	-	@	\$ -	-	\$ -
8	-	-	-	@	\$ -	-	\$ -
9	-	-	-	@	\$ -	-	\$ -
10	-	-	-	@	\$ -	-	\$ -
11	-	-	-	@	\$ -	-	\$ -
12	-	-	-	@	\$ -	-	\$ -
13	-	-	-	@	\$ -	-	\$ -
14	-	-	-	@	\$ -	-	\$ -
15	-	-	-	@	\$ -	-	\$ -
16	-	-	-	@	\$ -	-	\$ -
							\$ -
Task Total for Non-salary Direct Expenses							\$ 20,097.00

Subconsultant Involvement

[illegible]

Free Summary for Task

A	Direct Labor	\$	11,714.48
B	Overhead: A x 1.65248	\$	19,357.94
C	Fixed Fee: (A + (A x 1.6481)) x 0.1	\$	3,102.11
D	FCM: A x 0.00185	\$	21.68
E	Labor Total	\$	34,196.21
F	Non-salary Direct Expenses	\$	20,097.00
G	Subconsultant Fees	\$	-
	Task Total	\$	54,293.21

Task 04: DATA ANALYSIS

PRIME CONSULTANT

Task Total: \$126,787.84 | Project Total: \$364,283.38

MFE Version 4.0.7

Manhours[illegible]

Fee Determination for Labor

Staff Classification	Hours	Rate	Direct Labor	Overhead	Fixed Fee	FCCM	Labor Total
				165.25%	(A + (A x 1.64)) x 0.1	0.19%	
Project Manager	20	\$74.62	\$ 1,492.40	\$ 2,466.16	\$ 395.20	\$ 2.76	\$ 4,356.52
Sr. Transportation Engineer	104	\$59.82	\$ 6,221.28	\$ 10,280.54	\$ 1,647.46	\$ 11.51	\$ 18,160.79
Jr. Transportation Engineer/EIT	500	\$34.86	\$ 17,430.00	\$ 28,802.73	\$ 4,615.64	\$ 32.25	\$ 50,880.62
Sr. Traffic Engineer	132	\$67.92	\$ 8,965.44	\$ 14,815.21	\$ 2,374.14	\$ 16.59	\$ 26,171.38
Jr. Traffic Engineer/EIT	272	\$34.28	\$ 9,324.16	\$ 15,407.99	\$ 2,469.13	\$ 17.25	\$ 27,218.53
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DBE %							
Task Totals for Labor	1,028		\$ 43,433.28	\$ 71,772.63	\$ 11,501.57	\$ 80.36	\$ 126,787.84
			(A)	(B)	(C)	(D)	(E)

Non-salary Direct Expenses

	Expense Description	Quantity	Units	Unit Cost		Total Cost
1	-	-	@	\$	-	\$ -
2	-	-	@	\$	-	\$ -
3	-	-	@	\$	-	\$ -
4	-	-	@	\$	-	\$ -
5	-	-	@	\$	-	\$ -
6	-	-	@	\$	-	\$ -
7	-	-	@	\$	-	\$ -
8	-	-	@	\$	-	\$ -
9	-	-	@	\$	-	\$ -
10	-	-	@	\$	-	\$ -
11	-	-	@	\$	-	\$ -
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						\$ -

Task Total for Non-salary Direct Expenses	\$ -
	(F)

Subconsultant Involvement

[illegible]

Free Summary for Task

A	Direct Labor	\$	43,433.28
B	Overhead: A x 1.65248	\$	71,772.62
C	Fixed Fee: (A + (A x 1.6481)) x 0.1	\$	11,501.57
D	FCCM: A x 0.00185	\$	80.30
E	Labor Total	\$	126,787.84
F	Non-salary Direct Expenses	\$	-
G	Subconsultant Fees	\$	-
	Task Total	\$	126,787.84

Task 05: PUBLIC INVOLVEMENT

PRIME CONSULTANT

Task Total: \$91,192.21 | Project Total: \$364,283.38

MFE Version 4.0.7

Manhours

[illegible]

Fee Determination for Labor

Staff Classification	Hours	Rate	Direct Labor	Overhead	Fixed Fee	FCCM	Labor Total
				165.25%	(A + (A x 1.64)) x 0.1	0.19%	
Project Manager	108	\$74.62	\$ 8,058.96	\$ 13,317.27	\$ 2,134.09	\$ 14.91	\$ 23,525.23
Sr. Transportation Engineer	82	\$59.82	\$ 4,905.24	\$ 8,105.81	\$ 1,298.96	\$ 9.07	\$ 14,319.08
Jr. Transportation Engineer/EIT	56	\$34.86	\$ 1,952.16	\$ 3,225.91	\$ 516.95	\$ 3.61	\$ 5,698.63
Sr. Traffic Engineer	62	\$67.92	\$ 4,211.04	\$ 6,958.66	\$ 1,115.13	\$ 7.79	\$ 12,292.62
Jr. Traffic Engineer/EIT	32	\$34.28	\$ 1,096.96	\$ 1,812.70	\$ 290.49	\$ 2.03	\$ 3,202.18
Transportation Planner	120	\$60.54	\$ 7,264.80	\$ 12,004.94	\$ 1,923.79	\$ 13.44	\$ 21,206.97
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-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %							
	Task Totals for Labor	460	\$ 27,489.16	\$ 45,425.29	\$ 7,279.41	\$ 50.85	\$ 80,244.71
			(A)	(B)	(C)	(D)	(E)

Non-salary Direct Expenses

[illegible]

Subconsultant Involvement

[illegible]

Free Summary for Task

A	Direct Labor	\$ 27,489.16
B	Overhead: A x 1.65248	\$ 45,425.29
C	Fixed Fee: (A + (A x 1.6481)) x 0.1	\$ 7,279.41
D	FCCM: A x 0.00185	\$ 50.85
E	Labor Total	\$ 80,244.71
F	Non-salary Direct Expenses	\$ 10,947.50
G	Subconsultant Fees	\$ -
	Task Total	\$ 91,192.21

Manhours

Fee Determination for Labor

Non-salary Direct Expenses

Task Total for Non-salary Direct Expenses	\$ -
	(F)

Subconsultant Involvement

Free Summary for Task

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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 27.

ITEM TITLE:
Authorization for the County Administrator to Enter into an Agreement with Dominion Energy for the Relocation of Utility Facilities in Conflict with the Lady's Island Middle School Realignment Project (\$264,617)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – November 18, 2024
PRESENTER INFORMATION:
Bryan Bauer – Director of Engineering 5 mins
ITEM BACKGROUND:
The Lady's Island Middle School Realignment project is 1 of the 9 projects on Lady's Island in the 2018 Transportation Sales Tax. The new road will be realigned with Gay Drive and serve as the new access to the middle school and public access to connect to Robin Drive. Dominion Energy has electric transmission facilities in conflict with this project which will be relocated per the road design.
PROJECT / ITEM NARRATIVE:
Dominion Energy has prior rights that were established under SCDOT's UA 11529 (Project File 7.514) US 21 Improvements from the Woods Memorial Bridge to S-165. In accordance with the IGA between Beaufort County and SCDOT, we are required to complete utility coordination per their SCDOT Utility Accommodations Manual: A Policy for Accommodating Utilities on Highway Right of Way.
FISCAL IMPACT:
The cost to Dominion Energy to design and relocate their facilities is \$264,617. This will be funded from the 2018 Transportation Sales Tax account 4705-80-0000-54500-PTHWY with a current balance of \$14,246,967.17.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Utility Agreement.
OPTIONS FOR COUNCIL MOTION:
A motion to approve/deny the Utility Agreement. <i>Move forward to County Council to approve/deny the Utility Agreement.</i>

UTILITY AGREEMENT

Contract ID No. Project ID: P040618 Route (or Road No.) Lady's Island Middle School Development Project

F. A. Project No. _____ State Project No. _____

This Agreement made this _____ day of _____, 20_____, by and between the Beaufort County, hereinafter called "County" and the Dominion Energy of SC

hereinafter called "Company".

The County and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. County and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

W I T N E S S E T H:

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:

General description: Dominion Energy will relocate/redesign our Electric Transmission facilities in conflict with this project. See attached relocation drawings and estimate. Prior rights were previously established under SCDOT UA 11529 (Project File 7.514).

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of:

\$264,617

County Share 100% Utility Share 0%

- (a) The Company(☒does, ☐does not) have the right of occupancy in its existing location by reason of holding the fee, and easement, or other real property interest, the damaging or taking of which is compensable in eminent domain. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain)

Easement for this project is filed in

Beaufort County

(County)

Beaufort, SC

(City and State)

- (b) This section of line (for purpose of establishing right-of-way priorities only) has been in service for approximately 30 years or more.

- (c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).

- (d) The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products which do not comply with the Buy America requirements.

3. The Company shall begin said work promptly upon notification in writing by the County and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the County's Engineering Director of the date on which work is expected to begin.
4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

☐ BY COMPANY'S REGULAR FORCES

☒ BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)
Contract Crews will be utilized if company crews are unavailable.

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County in advance of the Company's solicitation of bids.

☐ BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

5. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

☒ (a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ (b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

☐ (c) Lump Sum

The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineering Director followed by written notification to the County.

6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County.
7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.
8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

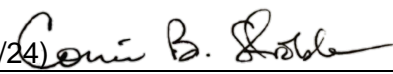
9. Periodic progress billings of incurred costs may be made by the Company to the County not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.
- Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County with one electronic copy of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates.
- Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, SCDOT, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.
- Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.
- In the event a final and complete billing has not been received by the County prior to six months following the completion of work and the Company has not during that period demonstrated to the County's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement.
10. The County, SCDOT and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, SCDOT and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

COMPANY: Dominion Energy of SC

ADDRESS: 220 Operations Way (MC: J29)

Cayce, SC 29033

INSTRUCTIONS: Submit one electronic copy of the agreement form and one electronic print of drawings showing present location and proposed location of pole(s) or lines with reference to highway survey stations and centerline with offsets.

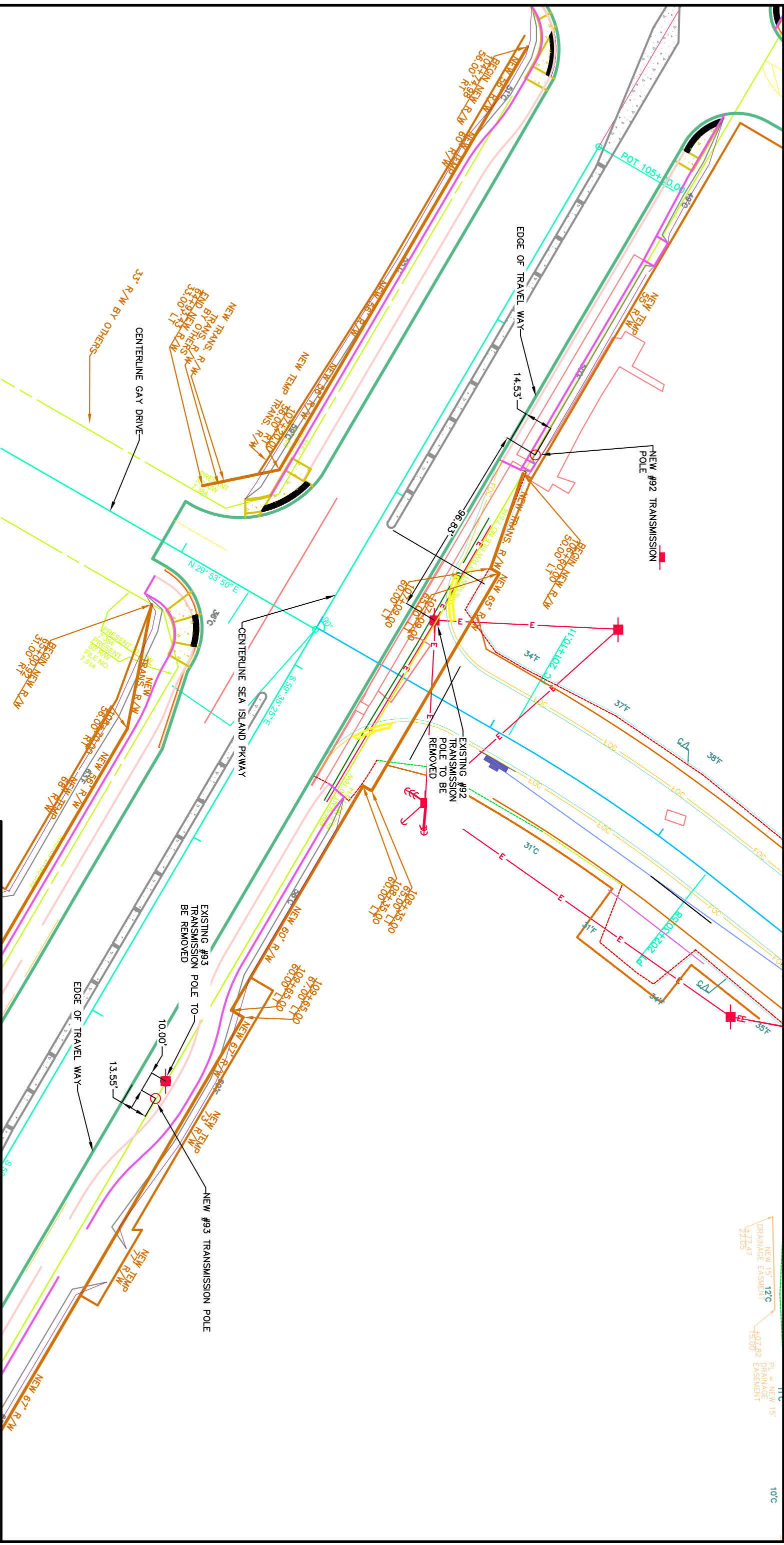
BY: Connie B. Stroble (10/3/24) 
TITLE Highway Coordinator

Beaufort County

BY: _____
TITLE _____

Estimate for Lady's Island Middle School Development Project (OWIP 27488)


County Estimates (E&A OH's, AFUDC Included)	
Engineering Labor	\$15,000
Survey Labor	\$1,200
Construction Labor	\$40,500
Payroll Expense	\$20,066
Outside Services (Contract Crew, Traffic Control, Soil Borings)	\$52,500
Material (Poles & Insulators, Misc.)	\$81,350
Transportation	\$0
E&A Overheads	\$42,123
AFUDC	\$11,878
Total	\$264,617



Dominion Energy South Carolina, Inc.

Lady's Island Middle School

DETAIL: Transmission Structure #92 and #93 Replacement


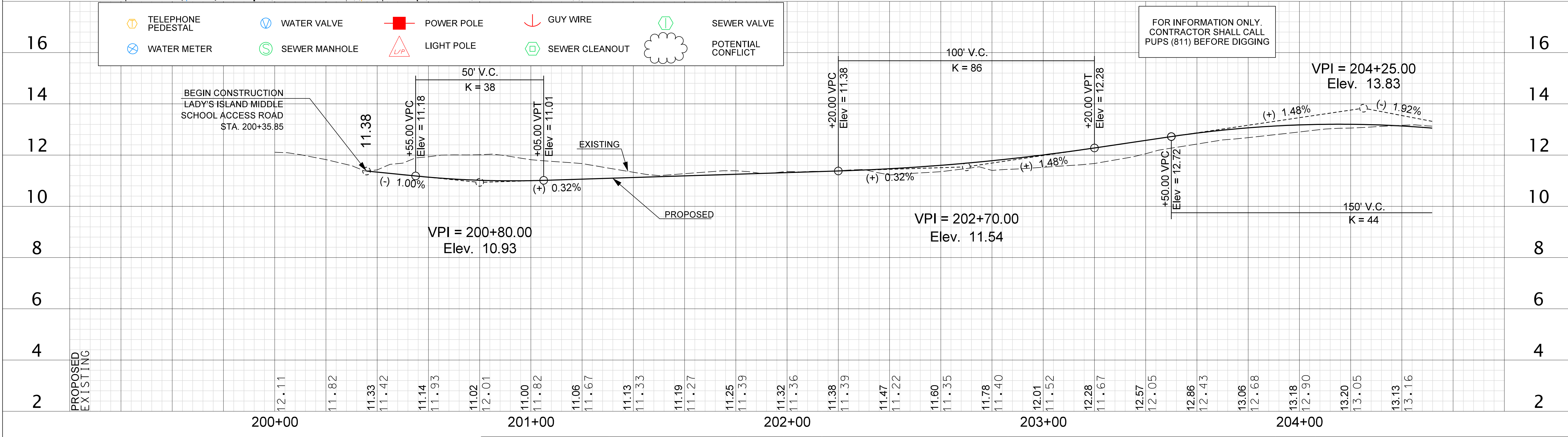
 Dominion Energy		SCALE :		CONST		W.O. #		R/W		M. F. CODE		SURVEY JOB #		PROJECT		LINE NUMBER		SHEET NUMBER		DRAWING NUMBER		REVISION DATE		NUMBER	
														-		-						09/17/2024		0	

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

Project Summary: Two 115 kV transmission poles are to be relocated due to the construction of an access road to Lady's Island Middle School. Existing laminated wood transmission structure 92 is to be relocated towards existing transmission structure 91. Following a preliminary design, it was determined that existing transmission structure 93 requires replacement as well due to the relocation of structure 92. The below sketch shows approximate locations of the two new steel transmission poles along Sea Island Parkway and the existing Burton-Meadowbrook 115kV Transmission Line.



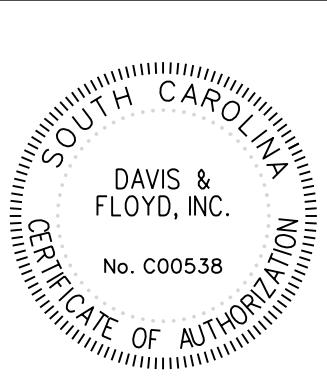
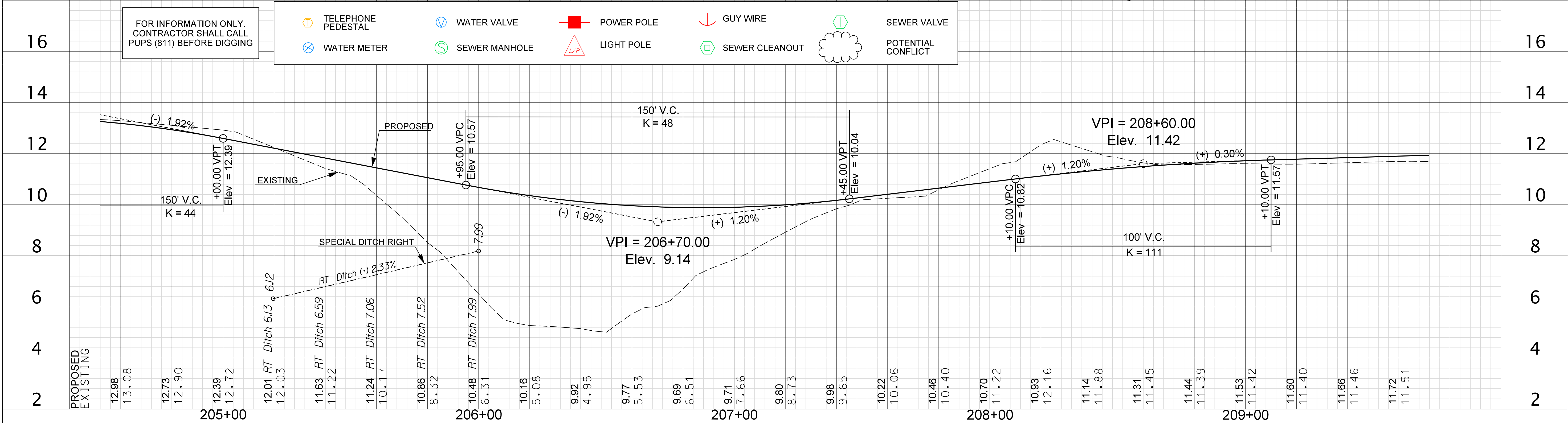
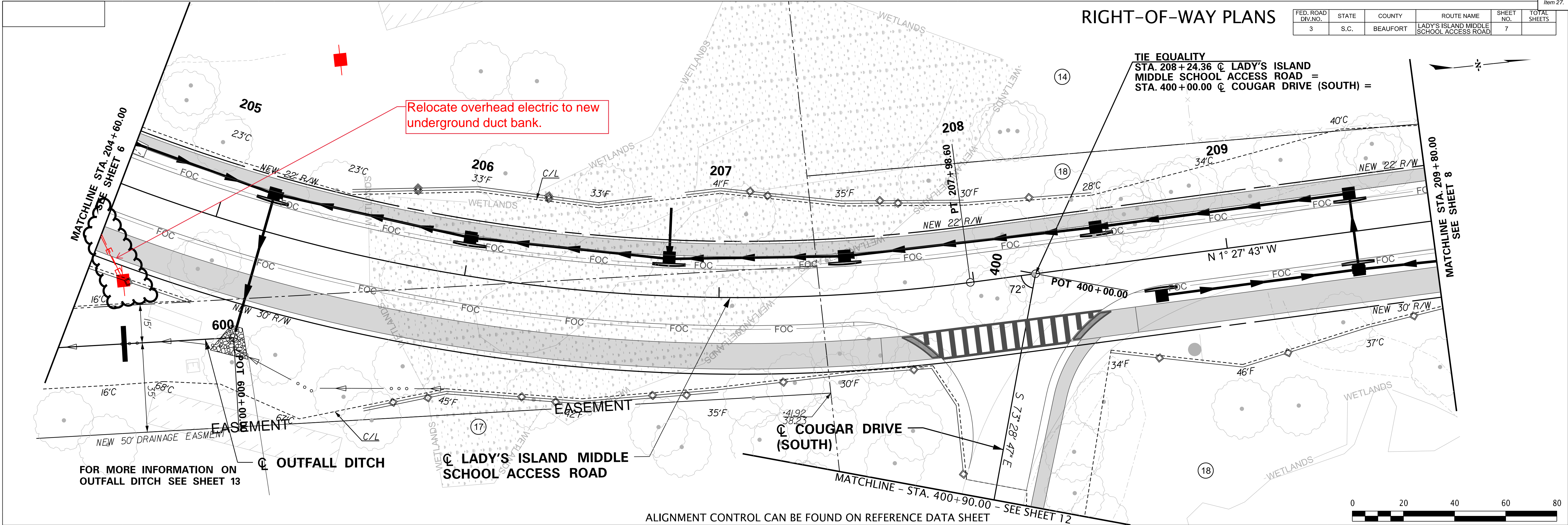
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3	S.C.	BEAUFORT	LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD	6	



3229 WEST MONTAGUE AVE.
NORTH CHARLESTON, SC 29418
(843) 554-8602

<p style="text-align: center;">BEAUFORT COUNTY</p>	
<p style="text-align: center;">PLAN & PROFILE SHEET</p> <p style="text-align: center;">LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD</p> <p style="text-align: center;">STA. 200+36.05 – STA. 204+60.00</p>	
<p>SCALE 1" = 20' HOR. 1" = 5' VER. PLOT SIZE = 22" x 34"</p>	

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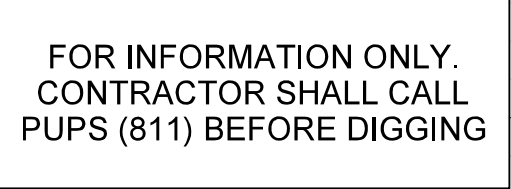
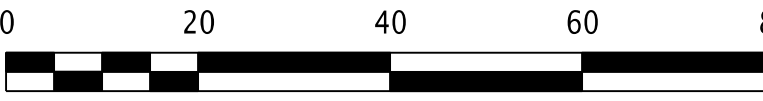












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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY	AMS	DRAWN BY	AMS
CHECKED BY	BDW		

BEAUFORT COUNTY	
PLAN & PROFILE SHEET LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD STA.204+60.00 - STA. 209+80.00	
SCALE 1"= 20' HOR. 1"= 5' VER. PLOT SIZE = 22" X 17"	



 TELEPHONE PEDESTAL	 WATER VALVE	 POWER POLE	 GUY WIRE	 SEWER VALVE
 WATER METER	 SEWER MANHOLE	 LIGHT POLE	 SEWER CLEANOUT	 POTENTIAL CONFLICT



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BEAUFORT COUNTY

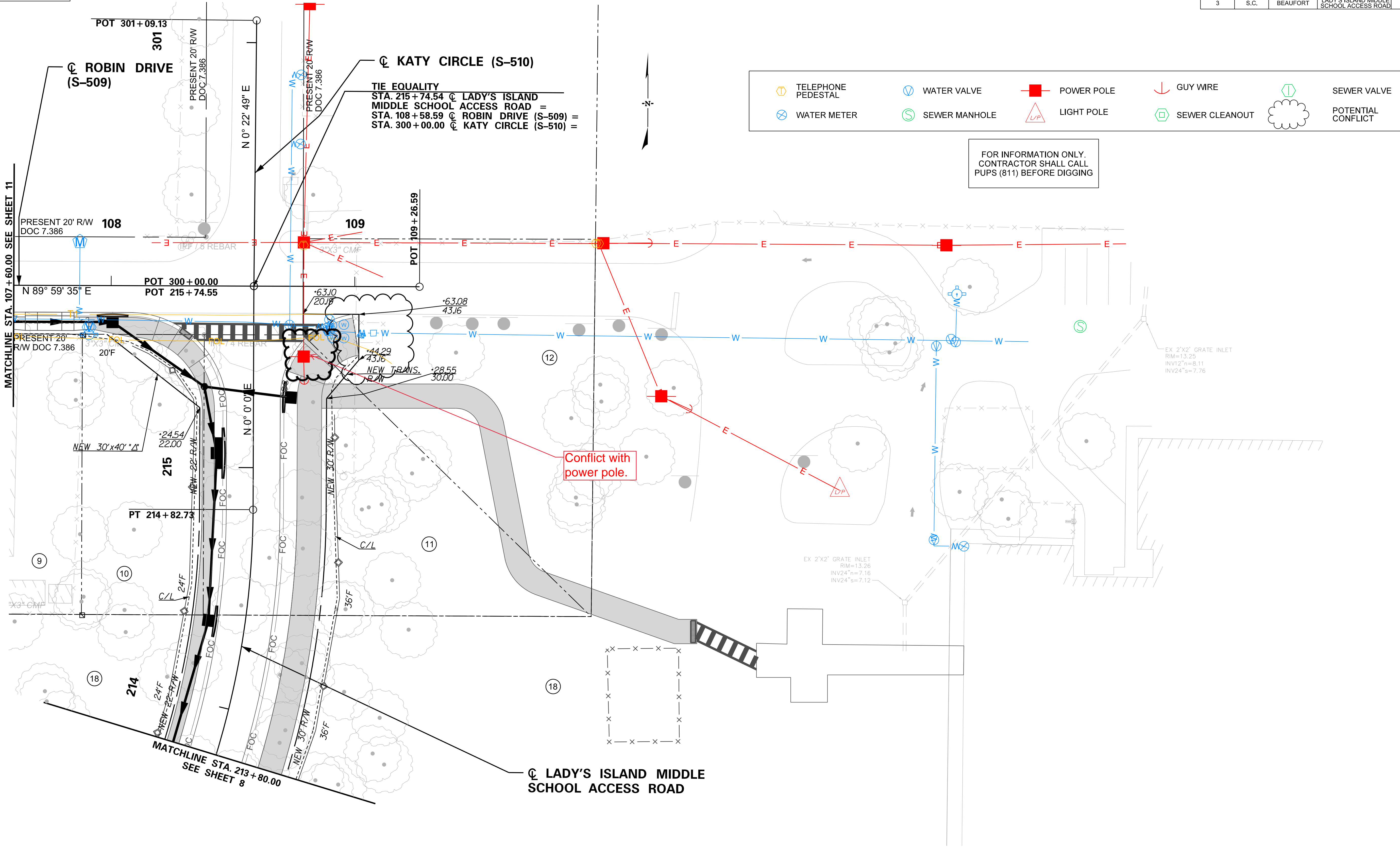
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LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD
STA. 209+80.00 - STA. 213+80.00

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12/15/2022

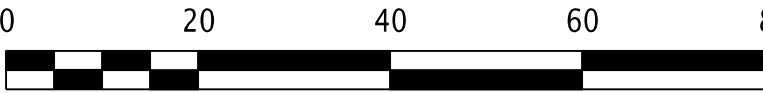
RIGHT-OF-WAY PLANS

FED. ROAD DIV.NO.	STATE	COUNTY	ROUTE NAME	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD	9	

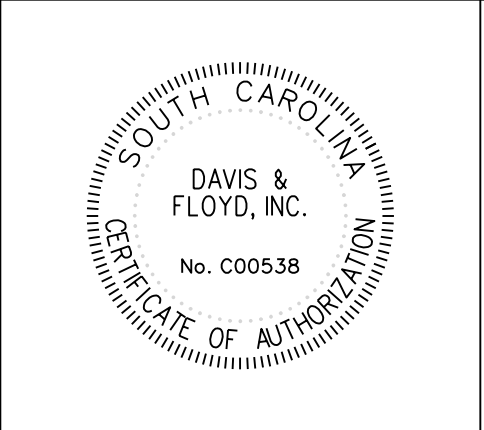


	TELEPHONE PEDESTAL		WATER VALVE		POWER POLE		GUY WIRE		SEWER VALVE
	WATER METER		SEWER MANHOLE		LIGHT POLE		SEWER CLEANOUT		POTENTIAL CONFLICT

FOR INFORMATION ONLY.
CONTRACTOR SHALL CALL
PUPS (811) BEFORE DIGGING



ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE DATA SHEET



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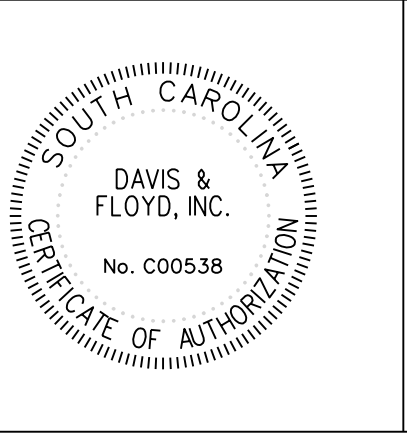
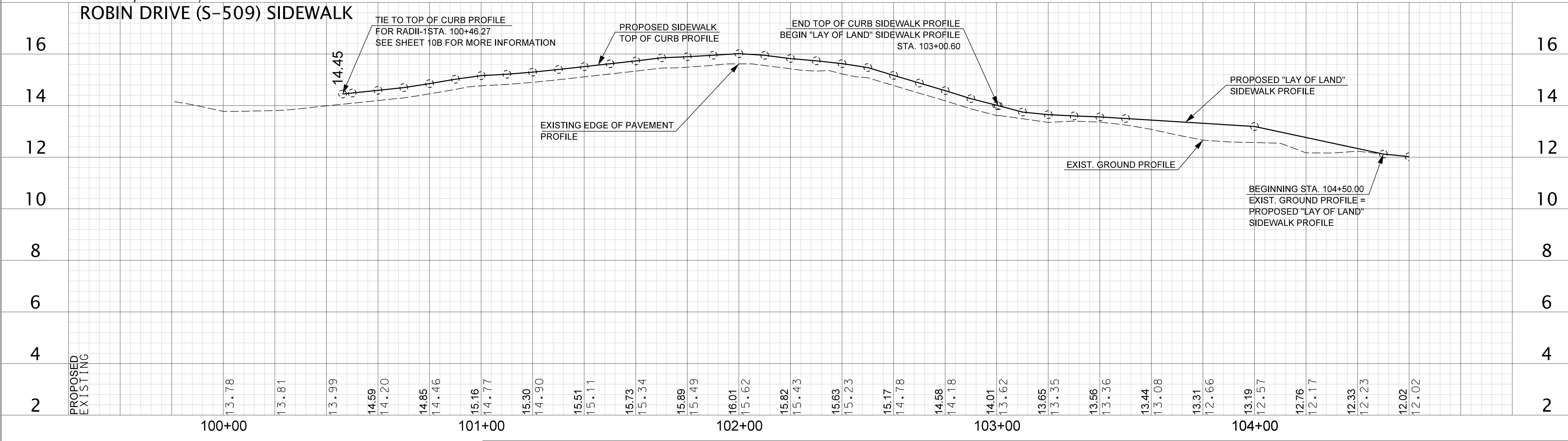
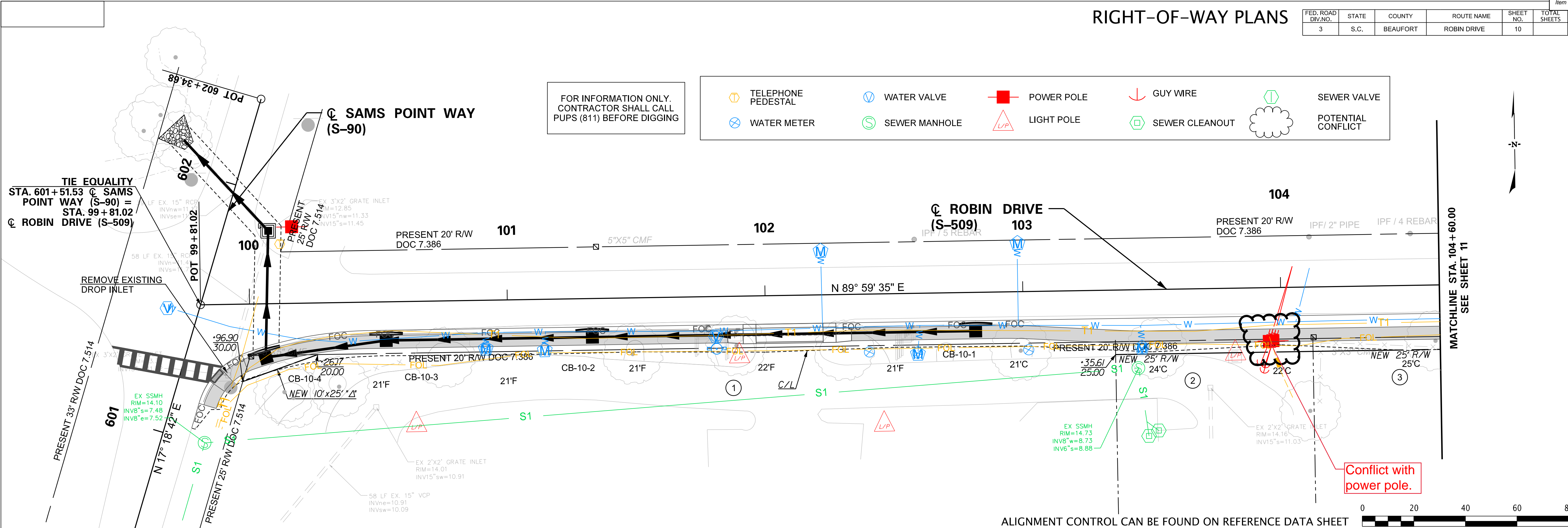
BEAUFORT COUNTY
PLAN SHEET LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD STA. 213+80.00 - STA. 215+63.38 ROBIN DRIVE (S-509) STA. 107+60.00 - STA. 108+19.44
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RIGHT-OF-WAY PLANS

FED. ROAD DIV. NO.	STATE	COUNTY	ROUTE NAME	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	ROBIN DRIVE	10	

Item 27.



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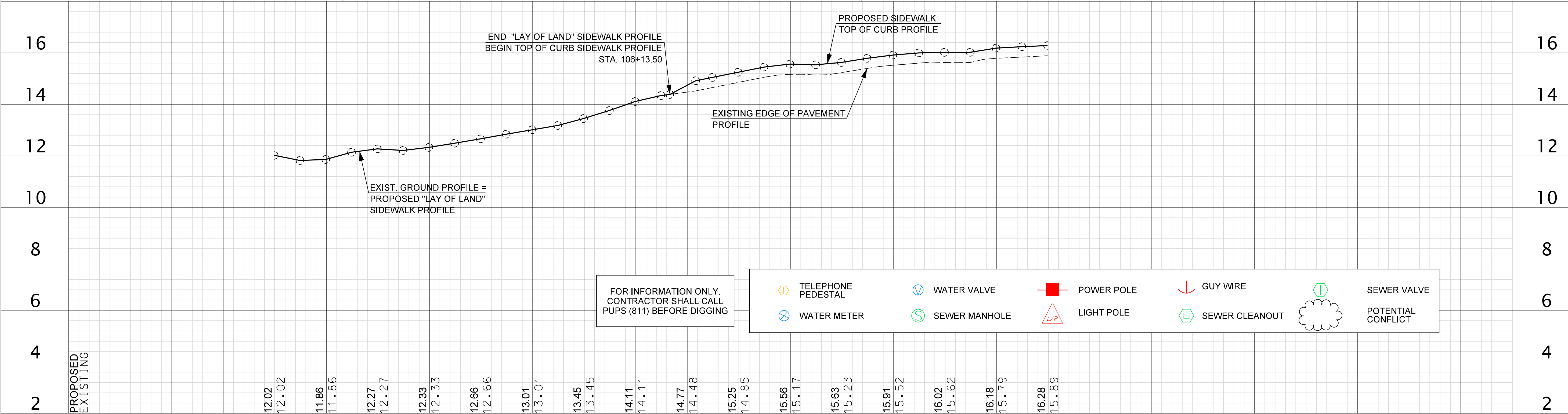
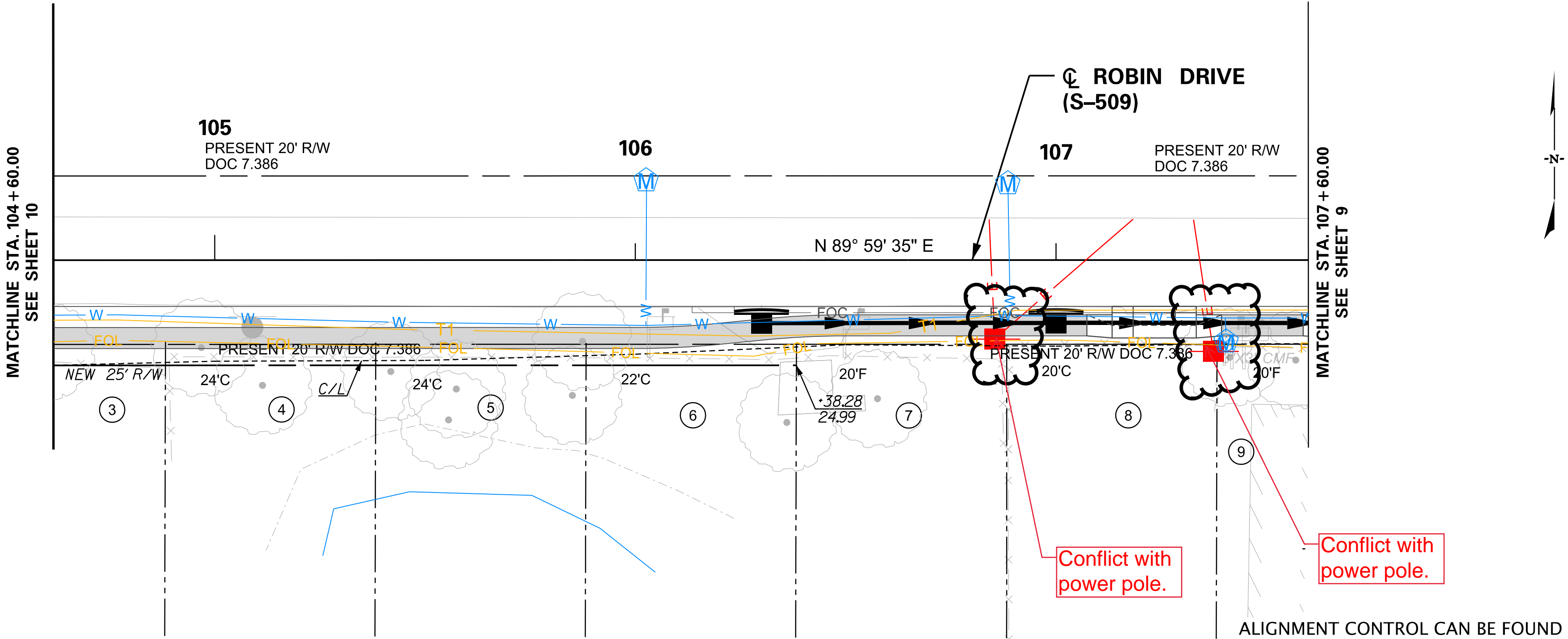
BEAUFORT COUNTY
PLAN & PROFILE SHEET ROBIN DRIVE STA. 99+81.02 - STA. 104+60.00

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12/15/2022

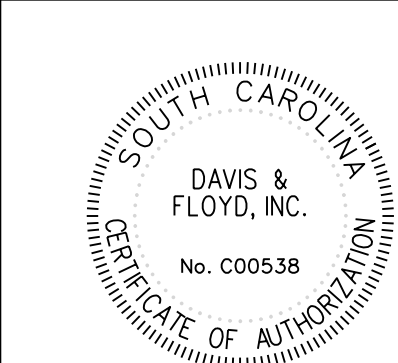
RIGHT-OF-WAY PLANS

FED. ROAD DIV. NO.	STATE	COUNTY	ROUTE NAME	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	ROBIN DRIVE	11	Item 27.



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TELEPHONE PEDESTAL	WATER VALVE	POWER POLE	GUY WIRE	SEWER VALVE
WATER METER	SEWER MANHOLE	LIGHT POLE	SEWER CLEANOUT	POTENTIAL CONFLICT



DAVIS & FLOYD
SINCE 1954

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CHECKED BY	BDW		


BEAUFORT COUNTY
PLAN & PROFILE SHEET ROBIN DRIVE STA. 104+60.00 – STA. 109+00.26


SCALE 1" = 20' HOR. 1" = 5' VER. PLOT SIZE = 22" X 34"


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12/15/2022


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CONTRACTOR SHALL CALL
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 TELEPHONE
PEDESTAL


 WATER VALVE


 POWER POLE


 GUY WIRE

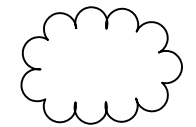
 SEWER VALVE

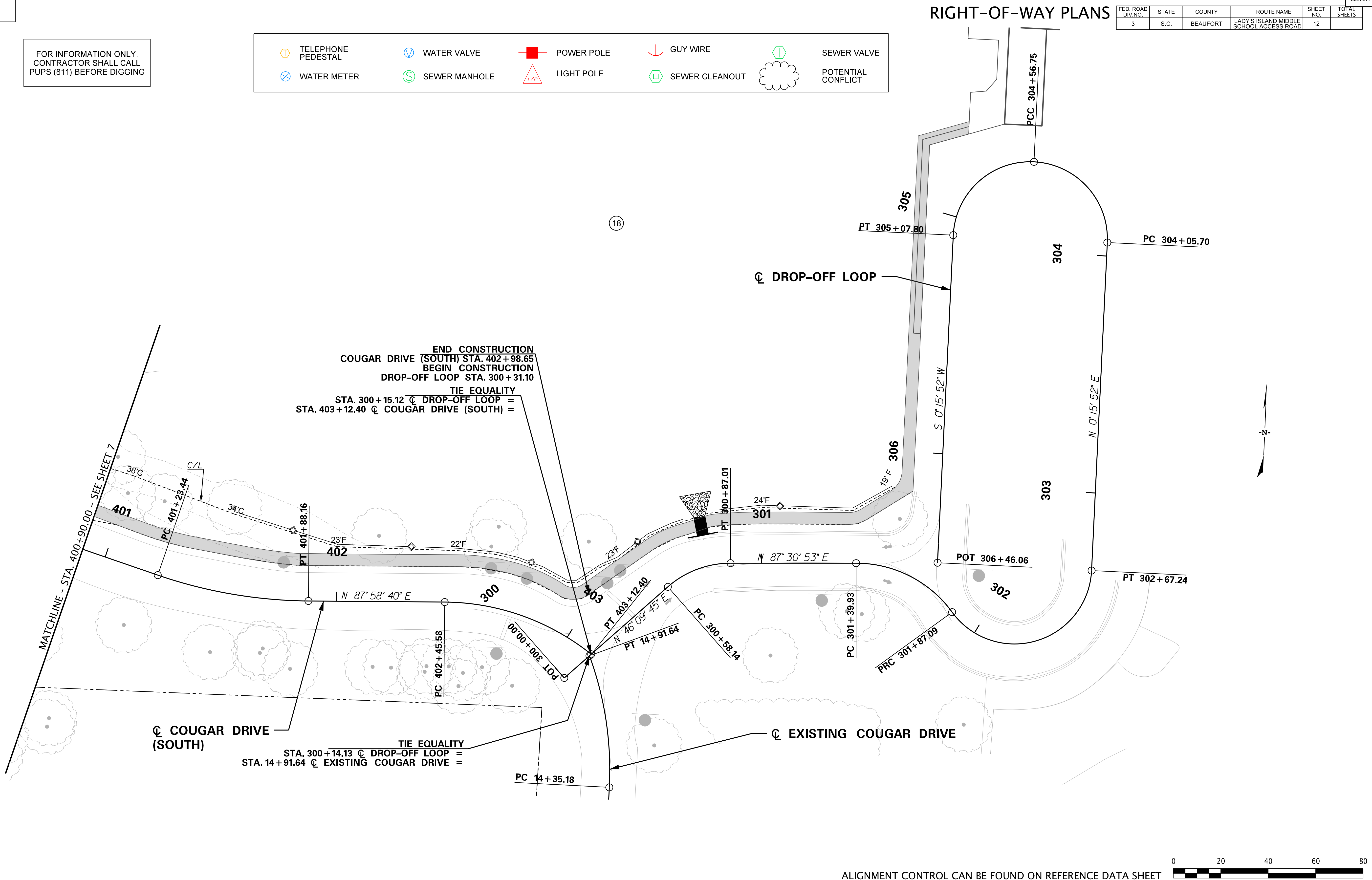
 WATER METER

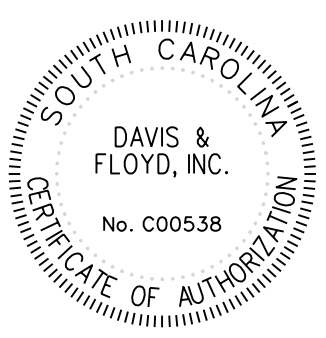
 SEWER MANHOLE

 LIGHT POLE

 SEWER CLEANOUT

 POTENTIAL
CONFLICT





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NORTH CHARLESTON, SC 29418
(843) 554-8602

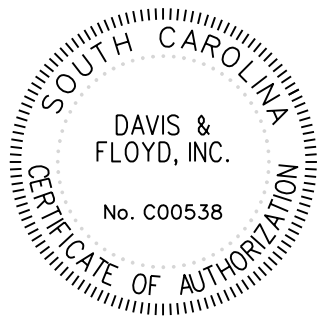
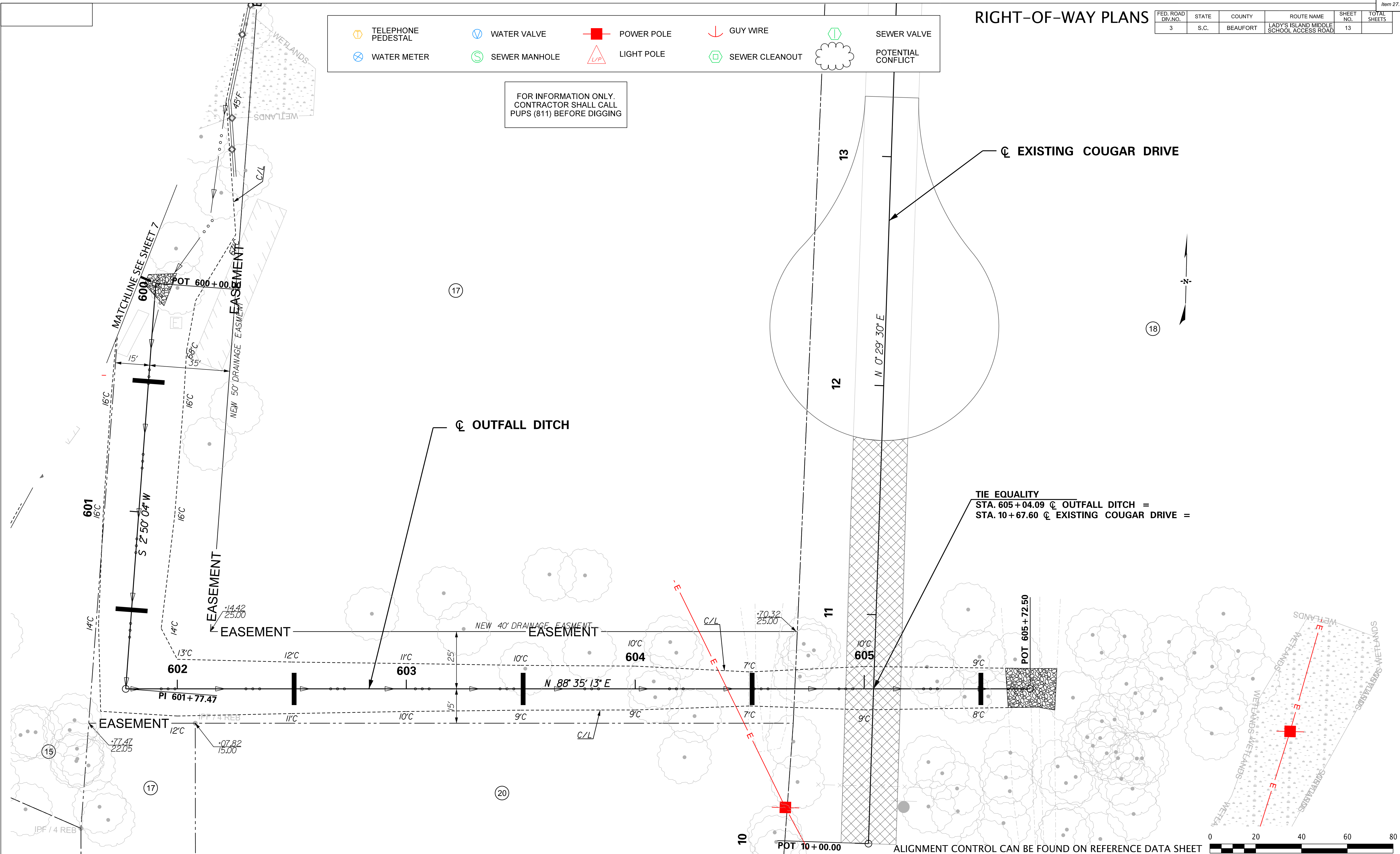
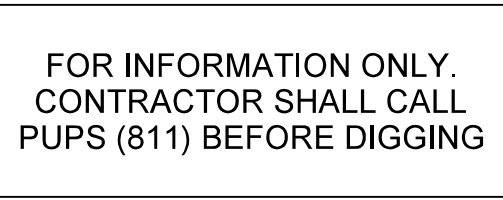
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED BY	AMS	DRAWN BY	AMS
CHECKED BY	BDW		

BEAUFORT COUNTY

PLAN SHEET
COUGAR DRIVE (SOUTH)
STA 400+19.82 - STA. 402+98.65
DROP-OFF LOOP
STA 300+31.10 - STA. TBD

SCALE 1"= 20' HOR. PLOT SIZE = 22" X 754

FED. ROAD DIV.NO.	STATE	COUNTY	ROUTE NAME	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	LADY'S ISLAND MIDDLE SCHOOL ACCESS ROAD	13	



DAVIS & FLOYD
SINCE 1954

5			
4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
	DESIGNED BY <u>AMS</u>	DRAWN BY <u>AMS</u>	CHECKED BY <u>BDW</u>

BEAUFORT COUNTY

PLAN SHEET
OUTFALL DITCH
STA 600+00.00 - STA. 605+72.50

SCALE 1" = 20' HOR. PLOT SIZE = 22" x 35"



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 28.

ITEM TITLE:
Recommend approval of a task order for JH Hiers for the Bay Pines Drainage Improvement Project (\$200,700.00)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – November 18, 2024
PRESENTER INFORMATION:
Bradley Harriott, Public Works Director Taylor Brewer, Stormwater Program Manager (5 Minutes)
ITEM BACKGROUND:
<p>Town of HHI staff notified Beaufort County staff of several severe issues that caused localized flooding after TS Debbie. Beaufort County Stormwater assessed the drainage within the neighborhood and developed a 3-stage plan of attack to address the drainage issues.</p> <ol style="list-style-type: none">1. Regrade roadside ditches and replace driveway culverts to re-establish positive drainage.2. Clear a working shelf and clean out the outfall ditch that runs behind the entire neighborhood.3. Conduct an overall drainage study for the area and perform long-term drainage improvements based on the recommendations of the study
PROJECT / ITEM NARRATIVE:
<p>The existing outfall ditch that runs along the rear of the neighborhood is in need of cleaning and maintenance. The County owns an easement for the drainage ditch but significant trees have grown around and beside the outfall ditch. In order to gain access to the ditch, significant tree clearing is required. Once the work shelf is reestablished, the ditch can be cleaned and regraded to achieve positive drainage. This work requires resources beyond our stormwater crews capacities. We reached out to our on-call drainage contractor, JH Hiers, to provide a quote to top the trees, clear/grub to establish a maintenance shelf and clean out the ditch which came back at \$200,700. The price received is significantly less than our internal cost estimate prepared by our engineering staff of \$355,720.00. Both quotes are attached.</p>
FISCAL IMPACT:
<p>The maintenance shelf establishment and ditch clearing total proposed cost is \$200,700. Project will be funded from account #5025-90-9020-51170. Available balance: \$630,516.19</p>
STAFF RECOMMENDATIONS TO COUNCIL:
<p>Staff recommends the approval of the task order to J. H. Hiers for the Bay Pines Drainage Improvement Project</p>
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve or deny the task order to J. H. Hiers for the Bay Pines Drainage Improvement Project <i>Next Step – Forward to County Council for approval on 11/25/24</i></p>



J.H. Hiers Construction, LLC
 509 Carteret
 Beaufort SC, 29910
 843.379.3262

Proposal

Number	1
Date	10/25/2024
Page	1

TO:

Bradley Harriot
 Beaufort County Stormwater Emergency On Call

Job Name:

Bay Pines Drive Ditch Improvements
 Hilton Head Island, SC

Description	Qty.	UM	Price Each	Amount
Moblization	6	EA	\$ 750.00	\$ 4,500.00
Survey Easement	1	LS	\$ 15,000.00	\$ 15,200.00
Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00
Construction Entrance	1	LS	\$ 8,000.00	\$ 8,000.00
Clearing Includes Topping Hazard Trees	1	LS	\$ 74,000.00	\$ 74,000.00
Clean Ditch/Establish Maintenance Shelf	1	LS	\$ 72,000.00	\$ 71,500.00
Dewatering	1	LS	\$ 7,500.00	\$ 7,500.00
All materials removed from ditch used to establish maintenace shelf JHH not responsible for existing control structures JHH not responsible for any tree protection or damaged trees Seeding/Final Stabilization not included No import of material for maintenance shelf included Price includes topping of hazard trees Includes silt fence along easement borders JHH not responsible for relocation of any existing utilities JHH not responsible for any property damage to existing structures JHH not responsible for any arborist services Assuming all trees to be removed except those in conflict with neighboring properties				
			TOTAL	\$ 200,700.00

Beaufort County Engineering Department

Internal Cost Estimate

November 4, 2024

Project: Bay Pines Drainage Ditch

Project Department: Stormwater

Line Item	Qty.	Unit Cost	Total Amount
Mobilization	6	\$1500	\$9,000.00
Survey Easement	1	\$10,000.00	\$10,000.00
Erosion Control	1	\$20/LF@3586	\$71,720.00
Construction Entrance	1	\$65,000.00	\$65,000.00
Clearing including topping Hazard Trees	1	\$75,000.00	\$75,000.00
Clean Ditch/Establish Maintenance Shelf	1	\$100,000.00	\$100,000.00
Dewatering	1	\$25,000.00	\$25,000.00
Total:			\$355,720.00

Costs based on recent comparable quotes from Beaufort County vendors and local industry pricing.