



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, August 28, 2023  
2:00 PM

### AGENDA

#### COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN  
THOMAS REITZ  
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN  
PAULA BROWN  
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - May 22, 2023 and June 26, 2023
6. **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.*
7. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX

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### AGENDA ITEMS

- [8.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY WITH TMS NUMBER R112-032-000-0637-0000, R112-032-000-0008-0000, AND R112-032-000-0064-0000 ALSO KNOWN AS CHERRY HILL OAK (**FISCAL IMPACT: Up to \$1,550,000 plus closing costs - Rural and Critical Program; Account # 4500**)

9. RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE HILTON HEAD ISLAND AIRPORT COST RECOVERY MODEL AND REVISED AIRLINE RATES (**FISCAL IMPACT: \$500,000 positive revenue**)
10. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT SC AERONAUTICS COMMISSION GRANT OFFER 23-029 FOR \$12,000,000 FOR HDX TERMINAL IMPROVEMENTS (**FISCAL IMPACT: no fiscal impact**)
11. RECOMMEND APPROVAL OF A CONTRACT AWARD TO EDISON FOARD, INC. FOR PHASE I OF THE HILTON HEAD ISLAND AIRPORT COMMERCIAL SERVICE TERMINAL IMPROVEMENTS. (**FISCAL IMPACT: The contract fee is \$27,196,809.29 - FAA Grants \$22,600,000, SC Aeronautics Grants \$3,000,000, SC Budget Line Item \$12,000,000, Airport Budget \$2,200,000**)
12. RECOMMEND APPROVAL OF A RESOLUTION BY THE BEAUFORT COUNTY COUNCIL AUTHORIZING THE BEAUFORT EXECUTIVE AIRPORT FACILITY USE RATE CHANGES (ARW) FACILITY USE RATE CHANGES (**FISCAL IMPACT: Associated Airport Revenue \$71,434.00 FY23 and \$100,000.00 estimated FY24**)
13. RECOMMEND APPROVAL OF A RESOLUTION AND AN INTERIM LETTER OF AGREEMENT FOR SHUTTLE SERVICES BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD (**FISCAL IMPACT: Hilton Head Island Airport will receive a monthly fee of \$1.00 per passenger**)
14. RECOMMEND APPROVAL OF A CONTRACT TO AWARD IFB #081023E, BLUFFTON PARKWAY PATHWAY PROJECT, TO FIRST CONSTRUCTION MANAGEMENT (**FISCAL IMPACT: \$227,010.44 funding source 2018 transportation sales tax**)
15. RECOMMEND APPROVAL TO PURCHASE A MOWER MAX WITH FRONT LIFT AND BOOM ATTACHMENTS FOR THE PUBLIC WORKS DEPARTMENT - ROADS AND DRAINAGE DIVISION (**FISCAL IMPACT: \$276,786.29 - Funding Source Capital Improvement Fund**)
16. RECOMMEND APPROVAL TO PURCHASE A BUCKET TRUCK UNDER STATE CONTRACT #060920 (DODGE RAM 5500 4X4 CUMMINS DIESEL TEREX LT40) FOR TRAFFIC OPERATIONS (**FISCAL IMPACT: \$162,299 - Funding Source Capital Improvement Fund**)
17. RECOMMEND APPROVAL TO PURCHASE A DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT THROUGH THE SOURCE WELL CONTRACT # 060920 - ROADS AND DRAINAGE DIVISION (**FISCAL IMPACT: \$253,143.00 - Funding Source Capital Improvement Fund**)
18. RECOMMEND APPROVAL TO PURCHASE FOUR REPLACEMENT AMBULANCES FOR BEAUFORT COUNTY EMS DEPARTMENT (**FISCAL IMPACT: Total Cost: \$1,039,984.00 funding source Capital Improvement Fund**)

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### EXECUTIVE SESSION

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19. PURSUANT TO S. C. CODE SECTIONS 30-4-70(A)(2) AND (A)(1) TO RECEIVE LEGAL ADVICE COVERED BY THE ATTORNEY-CLIENT PRIVILEGE RELATING TO THE APPOINTMENT OF PERSONS TO A PUBLIC BODY AND DISCUSSION OF THE APPOINTMENTS OF SUCH PERSONS (2024 SUPER-PENNY ADVISORY BOARD).
20. PURSUANT TO S.C. CODE SEC. 30-4-70(A)2): RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATES TO THE POTENTIAL PURCHASE OF REAL PROPERTY AND/OR POTENTIAL CONDEMNATION LITIGATION (SHEPPARD, CAUSEY WAY AND DOCK BUILDERS DRIVE).
21. MATTERS ARISING OUT OF EXECUTIVE SESSION
22. ADJOURNMENT

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



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, May 22, 2023  
3:00 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/230728>

#### 1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 3:00 pm

#### PRESENT

Chairman Logan Cunningham  
Vice-Chairman David P. Bartholomew (arrived at 3:22 PM)  
Council Member Paula Brown  
Council Member Anna Maria Tabernik  
Ex-Officio Joseph F. Passiment  
Council Member York Glover (arrived at 3:07 PM)  
Council Member Alice Howard  
Council Member Mark Lawson  
Council Member Lawrence McElynn  
Council Member Thomas Reitz

#### ABSENT

Council Member Gerald Dawson

#### 2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance.

#### 3. FOIA

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

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Passiment, seconded by Council Member McElynn, to approve the agenda.

**The Vote** - The motion was approved without objection.

#### 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Brown, to approve the minutes from April 24, 2023.

**The Vote** - The motion was approved without objection.

**6. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

No Citizen Comments.

**7. DISCUSSION ON REIMAGINE RIBAUT ROAD**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=142>

**Motion:** It was moved by Council Member Howard, seconded by Council Member Passiment, to start the discussion on Reimagining Ribaut Road.

Director of Engineering Eric Claussen briefed the Committee on Reimagine Ribaut Road's [website](#), citizens survey, multimodal transport conditions, and road safety. Director Claussen also gave an overview of the project's 8-month timeline, actions taken so far, including a public symposium on April 20th, and planned next steps, including a multiday workshop in late June where citizens can provide design input.

Council Member Howard commented on how well the April 20th symposium went and the good amount of feedback received from the public.

**8. RECOMMEND APPROVAL OF AN ORDINANCE (by title only) AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY LOCATED ON HIGHWAY 170 WITH TMS NO. R600 008 000 0005 0000**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=675>

Assistant County Administrator Fralix discussed the plans to create an offsite law enforcement center or regional administration campus on the Cooler Tract, which is adjacent to the property being discussed.

County Attorney Ward gave a presentation with GIS mapping of the 20-acre property available for purchase and the Oldfield community's requests for road alignment to create a backdoor access road and for an equestrian trail over the Cooler Tract's wetlands.

Council Member Glover and County Attorney Ward discussed the access road and the property that the County is proposing to purchase.

Council Member Lawson asked about the acreage of wetlands on the property and the estimated costs for creating the access road. County Attorney Ward replied that visuals show 3 acres of wetlands, but that they would hire a wetland consultant to confirm. ACA Fralix commented that the relative cost to build the road is small compared to the Law Enforcement Center's \$90 million expense.

Council Member Howard asked if the equestrian trail would be open to other members of the public. County Attorney Ward replied that the intention is not to have the trail open to the public and that the easement would be held by Oldfield.

Committee Chairman Cunningham and County Attorney Ward discussed the placement of the access road.

County Attorney Ward also highlighted how the Planned Urban Development (PUB) Agreement requires Oldfield to donate 6 of the 20 acres to the County and the requirement for the County to build a government facility, like an EMS or fire station on the property within ten years.

The Committee and ACA Fralix discussed the need for an EMS and fire station in that area.

Council Member Glover and County Attorney Ward discussed the requirement to build a government facility on the six acres of donated land.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Tabernik, to recommend approval of an Ordinance (by title only) authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of a portion of real property located on Highway 170 with TMS NO. R600 008 000 0005 0000.

**Discussion:** Council Member Tabernik asked about the approximate cost of the purchase. County Attorney Ward replied that the purchase is still under negotiations and that the ballpark amount would be \$60,000 per acre.

**The Vote** - The motion was approved without objection.

9. **RECOMMEND APPROVAL OF A RESOLUTION AND APPROVAL TO ENTER INTO AN IGA WITH THE TOWN OF HILTON HEAD FOR AN EXPENDITURE OF TRANSPORTATION IMPACT FEES ON THE ADAPTIVE TRAFFIC SIGNAL MANAGEMENT (ATSM) SYSTEM (FISCAL IMPACT: \$3,100,000 TO COME FROM ACCOUNT 23020011-51160 WITH A BALANCE OF \$3,298,434)**

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Glover, to recommend approval of a Resolution to enter into an IGA with the Town of Hilton Head for an expenditure of Transportation Impact Fees on the Adaptive Traffic Signal Management (ATSM) System.

**The Vote** - The motion was approved without objection.

10. **RECOMMEND APPROVAL OF A RESOLUTION ESTABLISHING A TAX ADVISORY COMMITTEE TO PLAN FOR A FUTURE SALES TAX PROGRAM**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=1810>

ACA Fralix briefed the Committee on the plan to hold a sales tax referendum in November 2024, discussions with municipalities about a 25-year plan to address roads, buildings, and schools, and the proposed six-member community as a next step.

**Motion:** It was moved by Council Member Howard, seconded by Council Member Passiment, to recommend approval of a Resolution establishing a Tax Advisory Committee to plan for a future sales tax program.

**Discussion:** Council Member Glover asked about planning for school infrastructure. ACA Fralix commented on ongoing discussions with the schools and the school district and education capital project taxes that allow for the development of schools.

Council Member Glover also raised concerns about representation.

The Committee, ACA Fralix, and County Administrator Greenway discussed the size and makeup of the Tax Advisory Committee.

**The Vote** - The motion was approved without objection.

11. **RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE PURCHASE OF A PORTION OF THE REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=2362>

Deputy Director Steve Perry provided background on Exec-Air, including their hanger building's proximity to Hilton Head Airport's taxiways and the appraisal and planned purchase of the property.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Bartholomew, to recommend approval of a Resolution authorizing the County Administrator to execute the necessary documents for the purchase of a portion of the real property abutting the Hilton Head Island Airport located on Summit Drive with TMS NO. R510 005 000 271A 0000.

**The Vote** - The motion was approved without objection.

Council Member Glover and Deputy Director Perry discussed the acreage of the property.

**12. HILTON HEAD ISLAND AIRPORT (HXD) AND BEAUFORT EXECUTIVE AIRPORT (ARW) HANGAR RENT INCREASE**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=2471>

Deputy Director Steve Perry discussed the increase of hanger fees for hangers at Beaufort Executive Airport and Hilton Head Airport to support maintenance and upgrades.

**Motion:** It was moved by Council Member Brown, seconded by Council Member Tabernik, to recommend approval of a hangar fee increase at the Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW).

**The Vote** - The motion was approved without objection.

**13. RECOMMEND APPROVAL OF A CONTRACT AWARD TO WSP FOR THE JOE FRAZIER ROAD CORRIDOR STUDY (FISCAL IMPACT: \$213,890)**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=2561>

Director Claussen briefed the Committee on the study to be undertaken by WSP to look at the capacity, safety, and walkability of the corridor. Director Claussen also noted that the project will move toward the final design once adopted by the Planning Commission and County Council.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Brown, to recommend approval of a contract award to WSP for the Joe Frazier Road Corridor Study.

**Discussion:** Council Member Glover asked for a map to be included in the presentations.

**The Vote** - The motion was approved without objection.

**14. RECOMMEND APPROVAL OF A CONTRACT AWARD TO HDR ENGINEERING, INC FOR THE US 21 CORRIDOR ACCESS MANAGEMENT PLAN (FISCAL IMPACT: \$217,992.92)**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=2704>

Director Claussen briefed the Committee on the plan to get ahead of development along the US 21 corridor and to have HDR Engineering, Inc. look at access management, safety, and pedestrian accommodations. Director Claussen said they would also be looking at safety improvements at specific locations around US 21 and Laurel Bay, including for right turn lanes.

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Howard, to recommend approval of a contract award to HDR Engineering, Inc for the US 21 Corridor Access Management Plan.

**Discussion:** Council Member Howard asked if Laurel Bay is a hotspot for accidents. Director Claussen replied that they are seeing crashes with the right turn lanes.

Council Member Glover commented that US 21 is a major thoroughfare and asked whether that would be taken into account in the study. Director Claussen replied that the plan is to get ahead of development and determine the best locations for traffic signals and improve access management.

**The Vote** - The motion was approved without objection.

**15. RECOMMEND APPROVAL OF A RESOLUTION TO USE IMPACT FEES TO RETAIN HDR ENGINEERING, INC TO STUDY, RECOMMEND, AND DESIGN ENHANCEMENTS TO BLUFFTON PARKWAY PEDESTRIAN ACCOMMODATIONS AND AESTHETICS AKA BLUFFTON PARKWAY ENHANCEMENT PROJECT (FISCAL IMPACT: \$259,954.84)**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=2889>

Director Claussen discussed the plan to showcase what a corridor could look like in terms of enhanced walkability, lighting, traffic signals, landscaping, pedestrian crossings, and wider concrete trails on a half-mile section between River Ridge and the Hampton Lake signal. Director Claussen added that the final design is expected to be completed by the end of 2023 and that construction would be completed prior to October 2024 so that the showcase can be ready before the 2024 Sales Tax.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member McElynn, to recommend approval of a Resolution to use Impact Fees to retain HDR Engineering, Inc to study, recommend, and design enhancements to Bluffton Parkway Pedestrian Accommodations and Aesthetics AKA Bluffton Parkway Enhancement Project.

**Discussion:** Council Member Tabernik noted that it was south of the Broad River impact fees.

**The Vote** - The motion was approved without objection.

**16. RECOMMENDATION OF AWARD TO KIMLEY HORN FOR THE INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MASTER PLAN (FISCAL IMPACT: \$275,000.00 TO BE PAID FROM ACCOUNT 10401243-54500 WITH A BALANCE OF \$4,353,958.64)**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=3034>

Director Claussen commented on the use of intelligent transportation systems, like smart signals, dynamic message signs, and travel time, to address capacity and safety throughout the County and in surrounding counties. Director Claussen noted that the Lowcountry Area Transportation Study (LATS) is funding 80% of the project.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Howard, to recommend approval of an award to Kimley Horn for the Intelligent Transportation Systems (ITS) Master Plan.

**Discussion:** Committee Chairman Cunningham that the County is only responsible for \$55,000 and that LATS is covering the rest.

Director Claussen explained the role of Metropolitan Planning Organizations in looking at transportation needs across communities.

**The Vote** - The motion was approved without objection.

**17. RECOMMENDATION OF CONTRACT AWARD TO TRINITY ELECTRICAL FOR THE HHI AIR TRAFFIC CONTROL TOWER TECHNOLOGY IMPROVEMENTS. (FISCAL IMPACT: \$268,695.00)**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=3206>

Deputy Director Perry commented on the importance of air traffic control towers, the Bipartisan Infrastructure Law grant award for improvements and upgrades to aging equipment, and the proposed contract with Trinity Electrical.

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Reitz, to recommend approval of a contract award to Trinity Electrical for the HHI Air Traffic Control Tower Technology Improvements.

**The Vote** - The motion was approved without objection.

**18. RECOMMEND APPROVAL OF A CONTRACT AWARD TO LSP3 FOR THE DESIGN OF THE PUBLIC WORKS BUILDING (FISCAL IMPACT: \$1,467,636)**

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

<https://beaufortcountysc.new.swagit.com/videos/230728?ts=3352>

Director Neil Desai provided background on the needs assessment that an opportunity for the public works facility to gain additional space, the selection of LSP3, and funding for the contract.

**Motion:** It was moved by Council Member Howard, seconded by Council Member Passiment, to recommend approval of a contract award to LSP3 for the design of the Public Works Building.

**Discussion:** Council Member Howard asked if the design project would include looking at different sites or if it would focus on the existing campus. Director Desai confirmed that the plans would be for the existing campus.

**The Vote** - The motion was approved without objection.

**19. EXECUTIVE SESSION**

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Brown, to enter into an executive session pursuant to S.C. Code Sec. 30-4-70 (A) (1) discussion of appointments of persons to a public body (Green Space Advisory Committee).

**The Vote** - The motion was approved without objection.

The Committee was in executive session from 3:58 PM to 4:13 PM.

**20. MATTERS ARISING OUT OF EXECUTIVE SESSION**

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Howard, to forward to the Council, for its consideration and approval, the recommendation of the Green Space Task Force as presented in the executive session.

**The Vote** - The motion was approved without objection.

**21. ADJOURNMENT**

Adjourned at or around 4:15 PM.

Ratified:



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, June 26, 2023  
3:00 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/250982>

#### 1. CALL TO ORDER

Committee Vice-Chair David Bartholomew called the meeting to order.

#### PRESENT

Vice-Chairman David P. Bartholomew  
Council Member Thomas Reitz  
Council Member Paula Brown  
Council Member Anna Maria Tabernik  
Council Member Alice Howard  
Council Member York Glover  
Council Member Gerald Dawson  
Council Member Lawrence McElynn

#### ABSENT

Chairman Logan Cunningham  
Council Member Joseph F. Passiment

#### 2. PLEDGE OF ALLEGIANCE

Committee Vice-Chair David Bartholomew led the pledge of allegiance.

#### 3. FOIA

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

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Glover, to approve the agenda.

**The Vote** – The motion was approved without objection.

**5. APPROVAL OF MINUTES**

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member McElynn, to approve the minutes of March 27, 2023.

**The Vote** – The motion was approved without objection.

**6. CITIZEN COMMENT PERIOD**

No citizen comments.

**7. RECOMMEND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO**

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member McElynn, to recommend approval of an ordinance amending Ordinance 2022/45 by removing the property located at 68 Helmsman Way with TMS No. R552 010 000 0309 0000 and other matters related thereto.

**Discussion:** Council Member Tabernik asked about ownership of 68 Helmsman Way. County Attorney Ward replied that SCDOT is the property owner and that County staff are working with SCDOT on a permanent lease.

**The Vote** – The motion was approved without objection.

**8. RECOMMEND APPROVAL OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE REGARDING A ROAD USE FEE**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=193>

**Motion:** It was moved by Council Member Howard, seconded by Council Member Glover, to recommend approval of an ordinance to amend the Beaufort County Ordinance Regarding a Road Use Fee.

**Discussion:** Assistance County Administrator Fralix discussed how the road use fee is applied to registered vehicles and supports the maintenance of County roads and facilities. ACA Fralix also discussed the implications of the Bruns v. Greenville County court case and the introduction of legislation to allow the road use fee to continue in a modified state. ACA Fralix added that staff recommends the fee be increased to \$20.

Council Member Dawson and ACA Fralix discussed the purpose of the fee increase and funding provided for road projects.

Council Member Howard and Engineering Department Director Claussen discussed the miles of unpaved roads in the County.

Council Member Tabernik and ACA Fralix discussed how the road use fee would keep pace with maintenance efforts on County roads. Director Claussen added that the fee would be evaluated on an annual basis.

**The Vote** – The motion was approved without objection.

**9. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE DEMOLITION OF STRUCTURES AND FUNDING FOR DEMOLITION OF STRUCTURES ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=748>

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Reitz, to recommend approval of a resolution authorizing the demolition of structures and funding for demolition of structures on Beaufort County owned property located at 2 Mullet Street.

**Discussion:** County Attorney Ward commented on the purchase to expand parking lots and other infrastructure, the appraisal conducted, and the recommendation to demolish the current dock system.

Public Works Director Desai commented on the engagement of a marine contractor to inspect the dock and how the assessment determined that demolishing the dock structure would be the better cost and safety option.

**The Vote** – The motion was approved without objection.

**10. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE MUTUAL AID AGREEMENTS REGARDING RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY, WITH AIKEN COUNTY, ALLENDALE COUNTY, CHARLESTON COUNTY, COLLETON COUNTY, DORCHESTER COUNTY, FLORENCE COUNTY, GREENVILLE COUNTY, HAMPTON COUNTY, JASPER COUNTY, LEXINGTON COUNTY, ORANGEBURG COUNTY, AND RICHLAND COUNTY**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Dawson, to recommend approval of a resolution authorizing the County Administrator to execute mutual aid agreements regarding relocation of detainees on a temporary basis during an emergency, with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Lexington County, Orangeburg County, and Richland County.

**Discussion:** ACA Robinson commented on the renewal of annual contracts, the extension of the contracts for five years, and the reciprocal service provided.

Council Member Tabernik and ACA Robinson discussed how Beaufort County had transferred inmates to other facilities as part of these mutual aid agreements.

**The Vote** – The motion was approved without objection.

**11. RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO W.M. ROEBUCK, INC. FOR THE CONSTRUCTION OF A TEMPORARY WOOD POLE TRAFFIC SIGNAL AT THE INTERSECTION OF US 278 AND CROSSTREE DRIVE/GATEWAY DRIVE (WINDMILL HARBOUR) USING SCDOT'S STATEWIDE CONTRACT (FISCAL IMPACT: up to \$500,000.00)**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=1060>

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Brown, to recommend approval of a resolution to approve the use of transportation impact fees for a contract award to W.M. Roebuck, Inc. for the construction of a temporary wood pole traffic signal at the intersection of US 278 and Crosstree Drive/Gateway Drive (Windmill Harbour) using SCDOT's statewide contract.

**Discussion:** County Administrator Greenway commented on Windmill Harbour's longstanding traffic issues and approval by SCDOT Secretary Hall to create a temporary signal because of SC 278's five-year bridge construction project.

Council Member Tabernik asked about the decision to put in a temporary signal instead of the mast arms. County Administrator Greenway replied that the mast arms can only be installed once road improvements are completed.

Committee Members commented on the ten-year request to add a traffic light and thanked County staff for moving this issue forward.

**The Vote** – The motion was approved without objection.

- 12. RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO W.M. ROEBUCK, INC. FOR IFB #053123 CONSTRUCTION OF MAST ARM INTERSECTION AT BLUFFTON PARKWAY, FLAY CREEK DR, AND RIVER RIDGE DR (FISCAL IMPACT: \$384,984.60)**

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Tabernik, to recommend approval of a resolution to approve the use of transportation impact fees for a contract award to W.M. Roebuck, Inc. for IFB #053123 construction of mast arm intersection at Bluffton Parkway, Flay Creek Dr, and River Ridge Dr and to move this time-sensitive item forward to full Council tonight.

**Discussion:** Director Claussen commented that the item would replace a wood pole signal put in last year with a mast arm signal.

Council Member Tabernik and Director Claussen discussed how the mast arm signal was chosen to match other poles on Bluffton Parkway.

**The Vote** – The motion was approved without objection.

- 13. RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO APAC ATLANTIC FOR IFB #062323 SC 170 NEAR-TERM IMPROVEMENTS FOR THE CONSTRUCTION OF CAPACITY AND SAFETY IMPROVEMENTS FROM OKATIE CENTER SOUTH TO SC 462 (FISCAL IMPACT: \$8,111,030.29)**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=1448>

**Motion:** It was moved by Council Member Glover, seconded by Council Member McElynn, to recommend approval of a resolution to approve the use of transportation impact fees for a contract award to APAC Atlantic for IFB #062323 SC 170 near-term improvements for the construction of capacity and safety improvements from Okatie Center south to SC 462.

**Discussion:** Director Claussen commented on the plan to enter into a cost-share agreement with the City of Hardeeville and Jasper County to address safety capacity concerns at spot locations along SC 170 and the incorporation of scheduled DOT work to address better lane utilization.

**The Vote** – The motion was approved without objection.

- 14. RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR-TERM IMPROVEMENTS PROJECT IN THE COUNTY**

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Howard, to recommend approval of a resolution to approve an intergovernmental agreement with SCDOT for pavement overlay and pavement marking improvements on US278 and interchange ramps to be included in the SC170 near-term improvements project in the county.

**The Vote** – The motion was approved without objection.

- 15. RECOMMEND APPROVAL OF A REQUEST FOR PRIVATE ROAD ACCEPTANCE OF MASTER'S WAY**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=1716>

**Motion:** It was moved by Council Member Reitz, seconded by Council Member Tabernik, to recommend approval of a request for private road acceptance of Master's Way.

**Discussion:** ACA Fralix commented on the location of Master’s Way, Hilton Head Christian’s road access and signal development, and the County’s road acceptance policy and evaluation process. ACA Fralix added that Master’s Way would connect Bluffton Parkway and H.E. McCracken Middle School. ACA Fralix also highlighted the recommendation to accept Master’s Way into the County’s road inventory.

Council Member Tabernik asked if the County Transportation Committee knew about the recommendation to accept Master’s Way and the road’s future maintenance needs. ACA Fralix replied that the CTC had not been briefed yet, but that Master’s Way would be added to the next road network evaluation and provided an overview of road rehabilitation.

**The Vote** – The motion was approved without objection.

**16. RECOMMEND APPROVAL OF A CONTRACT AWARD FOR RFP 050923 DISPOSAL AND RECYCLING SERVICES FOR CONSTRUCTION AND DEMOLITION DEBRIS AND BULKY WASTE FOR BEAUFORT COUNTY TO WASTE MANAGEMENT (FISCAL IMPACT: \$250,000)**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Dawson, to recommend approval of a contract award for RFP 050923 Disposal and Recycling Services for Construction and Demolition Debris and Bulky Waste for Beaufort County to Waste Management.

**Discussion:** Director Desai commented on the recommendation to award Waste Management a three-year unit rate contract with the option of two additional annual renewals.

**The Vote** – The motion was approved without objection.

**17. RECOMMEND APPROVAL OF CONTRACT AWARDS FOR RFP 051023 (YARD WASTE RECYCLING) TO BE DIVIDED BETWEEN GREEN RECYCLE RESOURCES AND OLIVER’S CLEAN BURN (FISCAL IMPACT: COMBINED TOTAL OF \$185,000)**

Director Desai commented on the provision of yard waste disposal service and the addition of vendors to create flexibility in operations.

**Motion:** It was moved by Council Member Howard, seconded by Council Member Brown, to approve contract awards for RFP 051023 (Yard Waste Recycling) to be divided between Green Recycle Resources and Oliver’s Clean Burn.

**Discussion:** Council Member Howard asked if the contract involved municipalities. Director Desai confirmed that the contract was strictly County.

**The Vote** – The motion was approved without objection.

**18. RECOMMEND APPROVAL OF A CONTRACT AWARD FOR RFP 030723 DEBRIS MANAGEMENT CONTRACTING SERVICES TO CERES AS PRIMARY AND CROWDER GULF AS SECONDARY CONTRACTOR**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=2152>

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Howard, to vote on items 18 and 19 as a package.

**Discussion:** Director Desai commented on the contract for services in an emergency event, such as a named storm, and the selection of primary and secondary contractors.

Council Member Tabernik and Director Desai discussed the differences between air curtain incinerators and controlled open burning.

**The Vote** – The motion was approved without objection.

**19. RECOMMEND APPROVAL OF A CONTRACT AWARD FOR RFP 030823 DEBRIS MANAGEMENT MONITORING SERVICES TO TETRA TECH**

Items 18 and 19 were voted on as a package.

Director Desi commented on the debris monitoring services contract to meet FEMA reimbursement requirements.

**20. RECOMMEND APPROVAL OF A CONTRACT AWARD TO BEAUFORT CONSTRUCTION OF SC, LLC TO CONSTRUCT A WAREHOUSE EXPANSION OF THE VOTERS REGISTRATION BUILDING ON 15 JOHN GALT ROAD (FISCAL IMPACT: \$358,000.00 plus \$35,800.00 contingency for the construction of the warehouse expansion)**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=2306>

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Glover, to recommend approval of a contract award to Beaufort Construction of SC, LLC to construct a warehouse expansion of the Voters Registration Building on 15 John Galt Road.

**Discussion:** Capital Improvement Projects Director Larson commented on the 1,800-square-foot addition to the building to expand the warehouse space and the 10% contingency to cover change orders.

Council Member Howard and Director Larson discussed the storage of voting equipment and the calibration of machines.

Council Member Glover and Director Larson discussed the contract advertisement to solicit vendors, the high demand for qualified contractors, and how Beaufort Construction of SC was the only bidder for the project.

Council Member McElynn and Director Larson discussed building and operational security.

**The Vote** – The motion was approved without objection.

**21. RECOMMEND APPROVAL OF A CONTRACT AWARD TO C.E. BOURNE & CO., INC. FOR CONSTRUCTION SERVICES TO RENOVATE THE INTERIOR AND INSTALL A NEW HVAC SYSTEM IN THE MC RILEY POOL IN BLUFFTON (FISCAL IMPACT: \$1,950,200 plus \$195,000.00 contingency for the construction of the MC Riley Pool Phase II renovations)**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=2519>

**Motion:** It was moved by Council Member Glover, seconded by Council Member Tabernik, to recommend approval of a contract award to C.E. Bourne & Co., Inc. for construction services to renovate the interior and install a new HVAC system in the MC Riley Pool in Bluffton.

**Discussion:** Director Larson commented on the previous contract with C.E. Bourne to replace the roof of the MC Riley Pool building and the second phase of the renovations, which include the installation of a new HVAC system, removal of sliding doors, and minor upgrades to flooring and restrooms. Director Larson added that the contract used the Omnia Cooperative contract program to solicit bids.

**The Vote** – The motion was approved without objection.

**22. RECOMMEND APPROVAL OF A CONTRACT AWARD TO TITAN CONSTRUCTION MANAGEMENT FOR CONSTRUCTION SERVICES TO CONSTRUCT PHASE 1 REPAIRS TO THE SPANISH MOSS TRAIL BRIDGE NEAR THE TECHNICAL COLLEGE OF THE LOWCOUNTRY ON BATTERY CREEK (FISCAL IMPACT: \$172,000.00 plus \$17,200.00 contingency for the construction of Phase 1)**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=2686>

**Motion:** It was moved by Council Member Howard, seconded by Council Member Dawson, to approve a contract award to Titan Construction Management for construction services to construct Phase 1 repairs to the Spanish Moss Trail bridge near the Technical College of the Lowcountry on Battery Creek.

**Discussion:** Director Larson commented on project bidding and the project's three phases.

Council Member Howard and Director Larson discussed the decision to split the project into three phases because of challenges with soliciting bidders due to the need for specialty contractors and the plan to bid the next phase later in the year.

Council Member Glover and Director Larson discussed updates and maintenance for other Spanish Moss Trail bridges.

**The Vote** – The motion was approved without objection.

**23. RECOMMEND APPROVAL OF A CONTRACT AWARD TO LGC GLOBAL FACILITY MANAGEMENT FOR THE JANITORIAL SERVICES FOR BEAUFORT COUNTY RFP 040623 (FISCAL IMPACT: \$809,356.96)**

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

<https://beaufortcountysc.new.swagit.com/videos/250982?ts=2928>

**Motion:** It was moved by Council Member Dawson, seconded by Council Member McElynn, to recommend approval of a contract award to LGC Global Facility Management for the Janitorial Services for Beaufort County RFP 040623.

**Discussion:** Director Larson discussed the RFP process to hire new janitorial services for County facilities, the interviews conducted with bidders, and the preference for LGC Global's management team and execution plan.

Council Member Dawson and Director Larson discussed LGC Global's headquarters location and the plan for them to set up a local office.

Council Member Howard, Council Member Glover, and Director Larson discussed the services still provided by DSN consumers.

**The Vote** – The motion was approved without objection.

**24. RECOMMEND APPROVAL OF AWARD FOR IFB #051223 TO COASTAL AIR TECHNOLOGIES FOR HVAC REPLACEMENT AT THE BEAUFORT COUNTY COURTHOUSE (FISCAL IMPACT: \$1,484,536.00)**

**Motion:** It was moved by Council Member Glover, seconded by Council Member McElynn, to recommend approval of an award for IFB #051223 to Coastal Air Technologies for HVAC replacement at the Beaufort County Courthouse.

**Discussion:** Director Lawson commented on replacing the rooftop units, indoor air handling units, and the chiller and that once awarded, the equipment would be 52 to 56 weeks out.

**The Vote** – The motion was approved without objection.

**25. ADJOURNMENT**

Adjourned: 3:55 PM

Ratified:



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY WITH TMS NUMBER R112-032-000-0637-0000, R112-032-000-0008-0000, AND R112-032-000-0064-0000 ALSO KNOWN AS CHERRY HILL OAK</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting, Monday, August 28, 2023
<b>PRESENTER INFORMATION:</b>
Ms. Amanda Flake, Natural Resources Planner (10 minutes)
<b>ITEM BACKGROUND:</b>
Rural and Critical Land Preservation Board recommended to pursue due diligence on 1/12/23, Land Use and Community Services Committee recommended due diligence on 3/11/23, RCLP recommended to purchase on 6/8/23.
<b>PROJECT / ITEM NARRATIVE:</b>
Cherry Hill Oak – Fee (TMS 112-032-000-0637, 0008, 0064) properties consist of approximately 12 acres zoned T4-N in the town of Port Royal with frontage along the marshes of Battery Creek. The property is home to a 2012 Heritage Oak, known as the Cherry Hill Oak, as well as gravesite for an enslaved woman known as Mary Pope.  The proposed purchase includes opportunity to purchase real properties identified as TMS R112-032-000-0637-0000, and R112-032-000-0008-0000, R112-032-000-0064-0000 and also known as Cherry Hill Oak. The agreed upon purchase price is \$1,550,000.
<b>FISCAL IMPACT:</b>
Up to \$1,550,000 plus closing costs (Rural and Critical Program; Account # 4500)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve purchase of Cherry Hill Oak Motion to modify purchased of Cherry Hill Oak Motion to reject purchase of Cherry Hill Oak

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY WITH TMS NUMBERS R112-032-000-0637-0000, R112-032-000-0008-0000, AND R112-032-000-0064-0000 ALSO KNOWN AS CHERRY HILL OAK**

**WHEREAS**, the real property known as Cherry Hill Oak with TMS Numbers R112-032-000-0637-0000, and R112-032-000-0008-0000, R112-032-000-0064-0000 consisting of approximately 12 acres, collectively hereinafter “Property”, is the home to the 2013 South Carolina Heritage Tree, known as the Cherry Hill Oak; and

**WHEREAS**, the fee simple owners of the Property desires to sell and Beaufort County (“County”) desires to purchase the Property in order to protect the Cherry Hill Oak and the Property; and

**WHEREAS**, the fee simple purchase of the Property has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

**WHEREAS**, the seller and County have negotiated a purchase price up to \$1,550,000 plus closing costs for the fee simple purchase of the Property; and

**WHEREAS**, on June 8, 2023, the proposed purchase of the Property was presented to the Rural and Critical Land Preservation Board (RCLPB) and the RCLPB unanimously recommended approval of the purchase of Property; 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 as described above.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute the necessary documents and provide funding up to \$1,550,000 plus closing costs for the fee simple purchase of real property with TMS Numbers R112-032-000-0637-0000, and R112-032-000-0008-0000, R112-032-000-0064-0000 also known as Cherry Hill Oak.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



## Project Analysis: Cherry Hill Oak - Fee

### PROPOSAL FOR: Fee Purchase

---

PROPERTY ID:	TMS# TMS 112-032-000-0637, 0008, 0064
OWNER:	Merry Land Investments, LLC
ACREAGE:	11.92 acres
PARTNERS:	landowner, private, Town of Port Royal
TOTAL PRICE:	\$1,550,000
PRICE Negotiated/Acre:	\$138,1460/acre
RCLPP FUNDS:	\$1,550,000
APPRAISED VALUE:	1,788,000
ZONING:	T4 NC – Town of Port Royal
COUNCIL DISTRICT:	4 (Howard)
LOCATION:	Oakview Drive, Port Royal

#### **Project Location and Attributes:**

- Property is located off of Parris Island Gateway / Highway 21
- Property contains a South Carolina Heritage Tree, designated in 2013 by TreesSC
- Property is sloping water front, including an accessible sandy spit that extends to back waters, marshes of battery creek.

#### **Purchase and Cost Structure:**

- Fee simple purchase proposed, landowner agreed to price lower than appraised value, RCLP pays 87% of appraised value
- landowner will contribute \$50,000 to tree maintenance
- private funds raised for tree maintenance and park infrastructure
- Town of Port Royal to accept maintenance responsibility for property

#### **RCLP Attributes:**

- Proximate to protected properties: OLT donated easement nearby “Pinckney easement”
- Sloping waterfront and access to water in an area without any
- Heritage Tree is documented to have larger diameter than Angel Oak in Charleston
- No current park or passive recreation property in close proximity

Beaufort County  
Rural & Critical  
**LAND  
PRESERVATION  
PROGRAM**

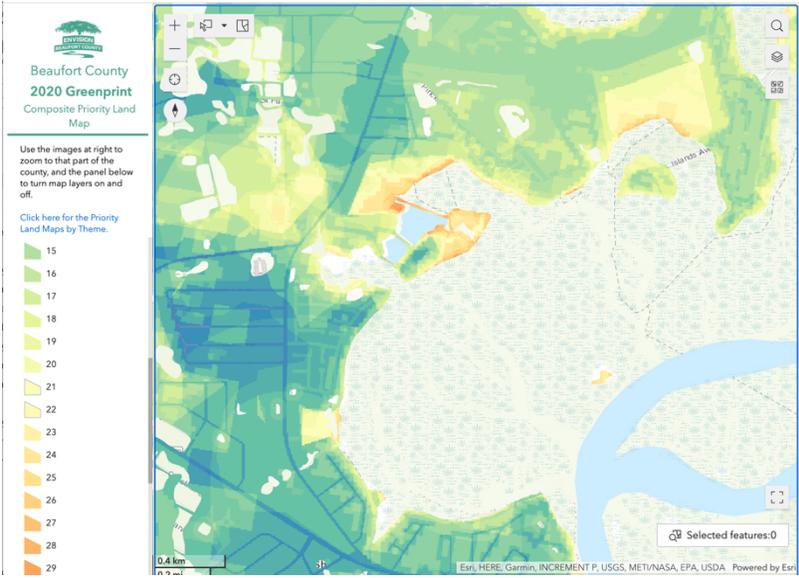


Figure 1: Greenprint Composite

# Beaufort County Rural & Critical LAND

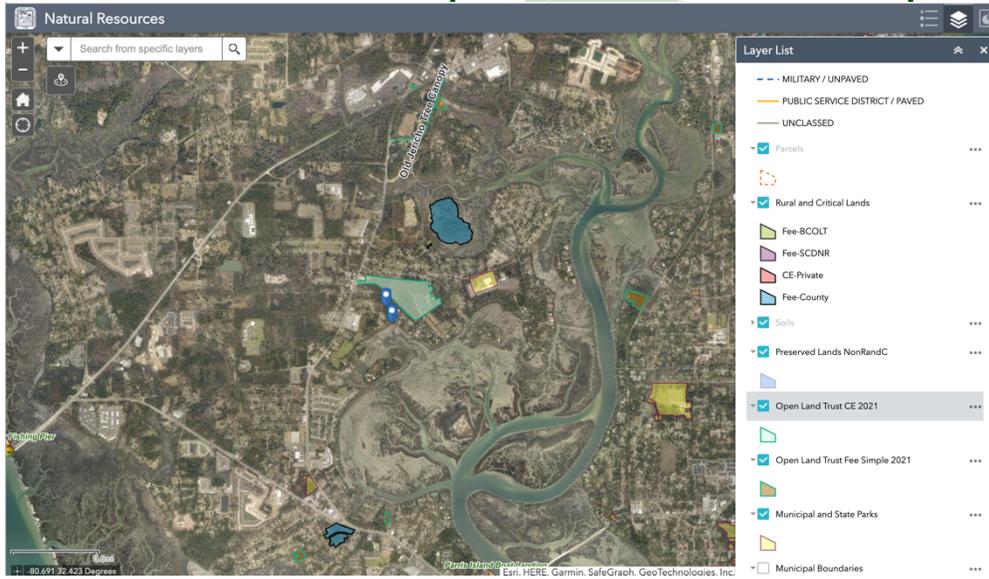


Figure 2: Location and other protected land

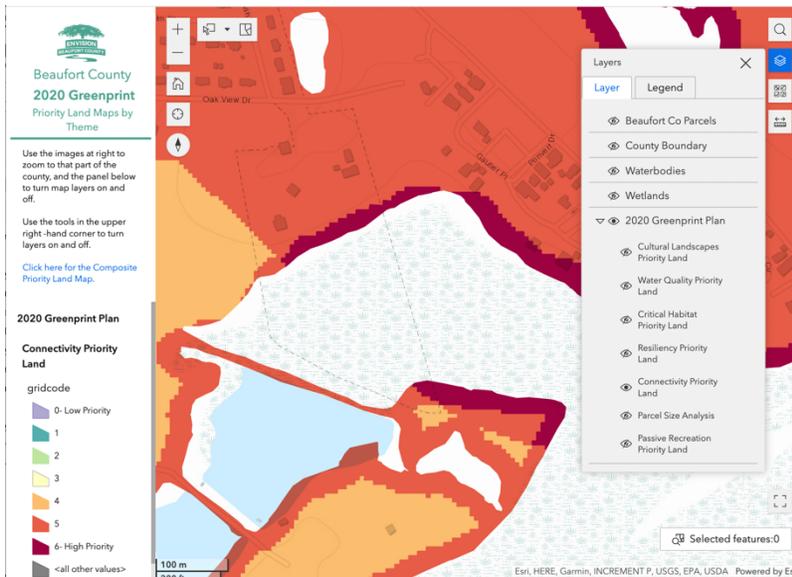


Figure 3: Greenprint Connectivity

# Beaufort County Rural & Critical LAND ON AM

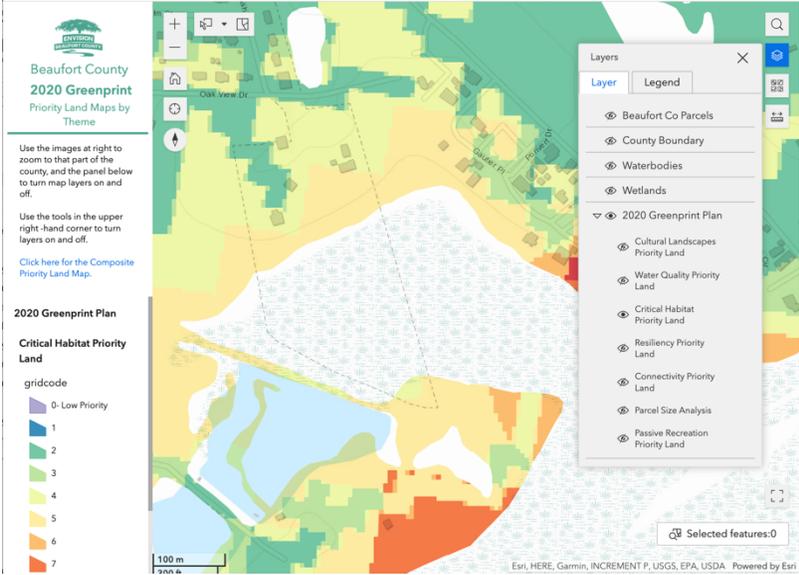


Figure 4: Greenprint Critical Habitat

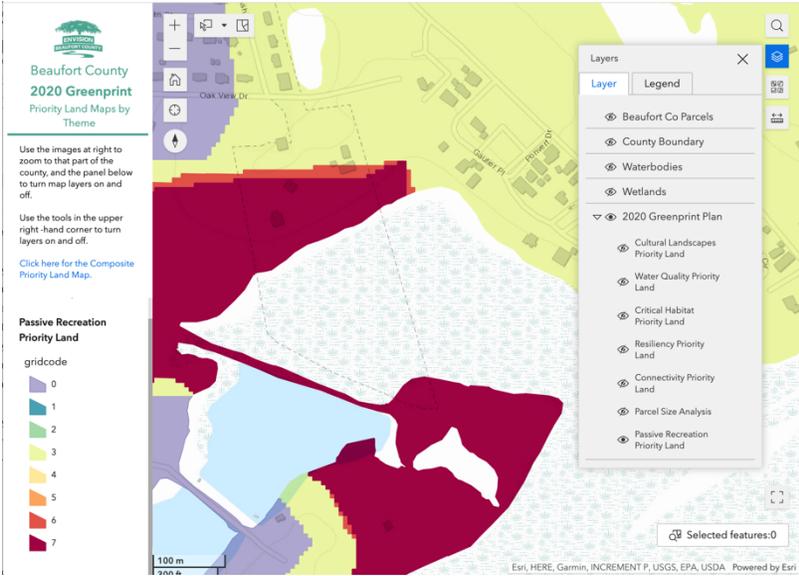


Figure 5: Greenprint Passive Recreation Priority

# Beaufort County Rural & Critical LAND ON AM

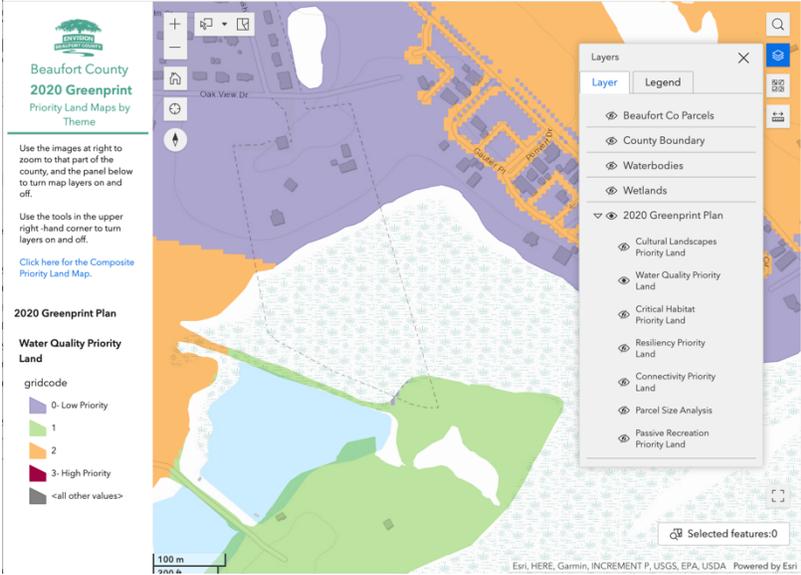


Figure 6: Greenprint Water Quality Priority

LINE TABLE			CURVE TABLE				
LABEL	BEARING	DISTANCE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
L1	S75°29'23"W	99.95	C1	375.15'	100.10'	S83°33'38"W	15°17'18"
L2	S16°40'31"E	49.78	C2	325.26'	101.02'	S84°48'56"W	17°47'40"
L3	S16°32'18"E	115.10					
L4	S16°27'26"E	78.50					
L5	S16°36'23"E	82.91					
L6	S73°50'11"W	22.82					
L7	S73°50'11"W	39.46					
L8	S73°50'11"W	61.07					
L9	S73°50'11"W	30.18					
L10	S73°50'11"W	51.09					
L11	S27°19'51"W	90.78					
L12	N17°29'28"W	48.12					
L13	S46°48'34"W	20.89					
L14	S24°18'08"W	15.88					
L15	S19°24'51"E	30.27					
L16	S16°31'54"E	119.39					
L17	S89°16'21"W	11.66					
L18	N33°06'55"W	25.44					
L19	N78°09'20"W	25.28					
L20	S68°24'42"W	34.86					
L21	N88°34'28"W	54.18					
L22	S81°14'45"W	82.57					
L23	S09°28'28"W	3.25					
L24	S01°59'18"E	28.14					
L25	S79°39'14"W	11.83					
L26	S41°41'09"W	45.24					
L27	S12°15'56"E	46.51					
L28	S75°54'01"W	46.72					
L29	S65°06'54"W	37.25					
L30	S73°50'11"W	42.95					
L31	S63°59'00"W	36.71					
L32	S51°07'06"W	42.00					
L33	S03°50'39"W	32.06					
L34	S73°50'11"W	16.10					
L35	S73°50'11"W	18.66					
L36	INTENTIONAL DELETE						
L37	INTENTIONAL DELETE						
L38	S76°09'48"W	16.48					
L39	S75°50'11"W	99.78					
L40	S75°53'56"W	60.05					
L41	S76°21'16"W	100.15					
L42	S13°39'33"E	68.51					
L43	S76°30'41"W	59.67					
L44	N13°58'49"W	67.87					
L45	S39°13'49"W	25.45					
L46	N17°29'18"W	512.44					
L47	S05°19'22"W	15.72					
L48	S15°26'37"W	6.70					
L49	S19°14'03"E	31.06					
L50	S14°44'22"E	18.66					
L51	S11°11'56"E	22.53					
L52	S13°02'57"E	18.40					
L53	S00°04'28"W	28.45					
L54	S04°07'09"W	18.54					
L55	S18°03'15"E	7.80					

- LEGEND**
- △ CALCULATED POINT - CORNER NOT SET
  - CMF ■ CONC. MONUMENT FOUND
  - CMFD ■ CONC. MONUMENT FOUND DISTURBED
  - RBF ● IRON REBAR FOUND
  - RBFD ● IRON REBAR FOUND DISTURBED
  - RBS ○ 5/8" IRON REBAR SET WITH CAP
  - △ WETLAND FLAG
  - OCRM ○ OCEAN & COASTAL RESOURCE MANAGEMENT
  - CA CRITICAL AREA
  - (T) TOTAL
  - FEMA FLOOD LINE
  - WETLAND LINE
  - TB TOP OF BANK
  - OCRM LINE
  - WETLANDS

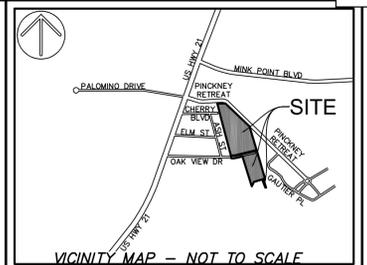
**ACREAGE CHART**

	PARCEL A	PARCEL B	PARCEL C	TOTAL
TOTAL UPLAND	356,458 SF 8.183 AC	134,142 SF 3.086 AC	N/A	489,093 S.F. 11,228 AC.
WETLAND	N/A	17,778 SF 0.408 AC	441 SF 0.010 AC	20,026 S.F. 0.460 AC.
CRITICAL AREA	N/A	6,674 SF 0.154 AC	2,399 SF 0.055 AC	9,073 S.F. 0.209 AC.
TOTAL	356,458 SF 8.183 AC	158,894 SF 3.648 AC	2,840 SF 0.065 AC	518,192 SF 11,896 AC

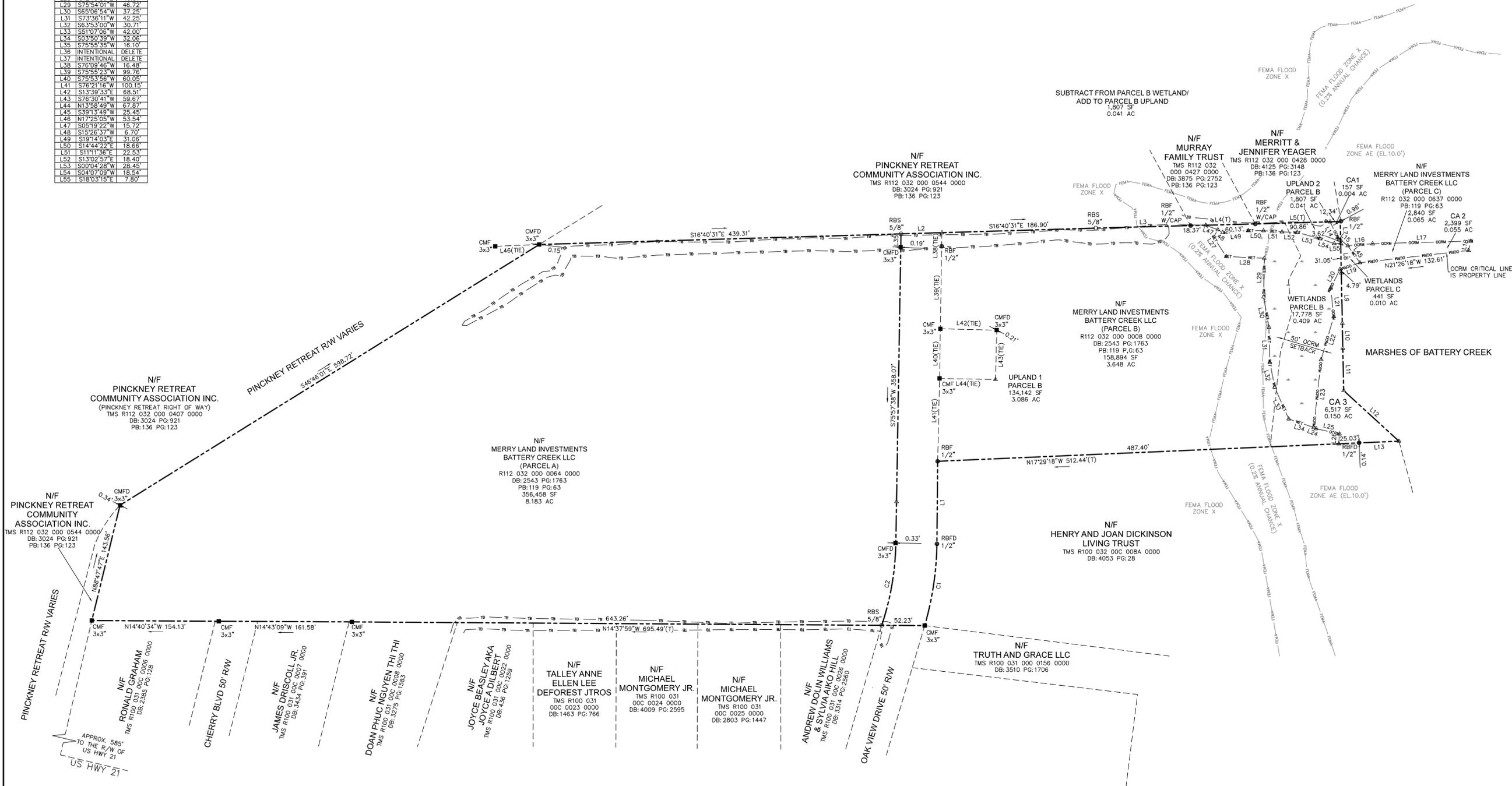
"THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT (SCDHEC OCRM) PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF SCDHEC OCRM, SCDHEC OCRM IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT."

*Watson Parky* 11/02/22  
SIGNATURE DATE

The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.



- NOTES**
- THESE PARCELS APPEAR TO LIE IN FLOOD ZONES X, X (0.2% ANNUAL CHANCE), AND AE (ELEVATION 10'), COMMUNITIES 450025 (BEAUFORT COUNTY) & 450028 (TOWN OF PORT ROYAL), MAP NUMBER 4503CD1636, HAVING AN EFFECTIVE DATE OF MARCH 21, 2022.
  - HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
  - PRECISION OF PLAT CLOSURE: 1:1,116,378.
  - BUILDING SETBACK REQUIREMENTS MUST BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION.

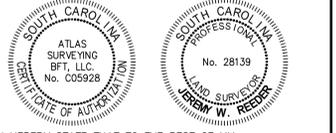


PREPARED FOR:  
BEAUFORT COUNTY &  
BEAUFORT COUNTY OPEN LAND TRUST  
A BOUNDARY AND WETLAND PLAT OF  
PARCELS A, B, & C;  
#2978 OAK VIEW DRIVE  
TAX PARCEL Nos. R112 032 000 0637 0000,  
R112 032 000 0008 0000, & R112 032 000 0064 0000  
THE TOWN OF PORT ROYAL  
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: S4D  
FIELD CHECK: JWB  
DRAWN BY: KWF  
DATE: 08-11-2023  
SCALE: 1"=60'  
PROJECT No.: BFT-22221  
FILE: BFT-22221 WETSDWG



**ATLAS SURVEYING, INC.**  
49 BROWN'S COVE ROAD, SUITE #5  
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 CRAMPED WITH SEAL



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>			
Resolution to approve the Hilton Head Island Airport Cost Recovery Model and Revised Airline Rates			
<b>MEETING NAME AND DATE:</b>			
Public Facilities and Safety Committee; August 28, 2023			
<b>PRESENTER INFORMATION:</b>			
Jon Rembold, Airports Director 3 Minutes			
<b>ITEM BACKGROUND:</b>			
Beaufort County Airports Board approved the Cost Recovery Model and the revised airline rates at their regular meeting on July 20, 2023.			
<b>PROJECT / ITEM NARRATIVE:</b>			
The purpose of the Cost Recovery Model is to fully recover the airport’s operating costs attributable to airline activity. A detailed cost analysis showed these costs were not being recovered through the existing rates charged to the airlines since FY19. The revised rates reflect a two-phase (two years) model that, when fully implemented, will fully recover the operating costs associated with airline activities. This model is a “living” tool that will be updated twice each year in an effort to remain as accurate as possible.			
<b>FISCAL IMPACT:</b>			
Implementation of the model results in revised airline rates. This is a revenue-generating item. Below is a comparative table showing the rate changes for this first year of the two-year recovery.			
	<b>FY19-23</b>	<b>FY24</b>	<b>Notes</b>
<b>Rent, Assigned Space</b>	\$40.00	\$70.00	<i>Annual, per sq ft</i>
<b>Rent, Common Space</b>	\$4.03	\$5.22	<i>Monthly, per pass.</i>
<b>Security Fees</b>	\$2.13	\$2.32	<i>Monthly, per pass.</i>
<b>ARFF Fees (Firefighting)</b>	\$3.75	\$3.76	<i>Monthly, per pass.</i>
<b>Landing Fees</b>	\$1.31	\$3.45	<i>Monthly, per 1,000lbs</i>
<b>Cost to Operate Airport</b>	\$3,390,687.00	\$3,757,445.00	<i>FY24 estimated</i>
<b>Cost Attributable to Airlines</b>	~\$3,216,678	\$2,881,000.00	<i>FY24 estimated</i>
<b>Airline Payments</b>	\$1,509,663.00	\$2,029,000.00	<i>FY24 estimated</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>			
Approve the resolution to approve the Hilton Head Island Airport Cost Recovery Model and Revised Airline Rates			
<b>OPTIONS FOR COUNCIL MOTION:</b>			
Motion to approve/deny the Hilton Head Island Airport Cost Recovery Model and Revised Airline Rates			
Move forward to Council for approval on August 28, 2023			

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION BY THE BEAUFORT COUNTY COUNCIL AUTHORIZING THE HILTON HEAD ISLAND AIRPORT COST RECOVERY MODEL AND REVISED AIRLINE RATES**

**WHEREAS**, the Hilton Head Island Airport desires to fully recover the airport’s operating costs that are attributable to airline activity; and

**WHEREAS**, an extensive cost analysis showed these costs were not being recovered through the existing rates charged to the airlines; and

**WHEREAS**, the Cost Recovery Model is a two-phased (two years) implementation model; and

**WHEREAS**, the full implementation (second year) of the Cost Recovery Model will fully recover the operating costs associated with airline activities; and

**WHEREAS**, Council has determined that it is in the best interests of its citizens to implement the Cost Recovery Model and amend the existing airline rates.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the Hilton Head Island Airport to implement the provisions of Cost Recovery Model and revised airline rates.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution to accept SC Aeronautics Commission Grant Offer 23-029 for \$12,000,000 for HXD Terminal Improvements
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; August 28, 2023
<b>PRESENTER INFORMATION:</b>
Jon Rembold; Airports Director 3 minutes
<b>ITEM BACKGROUND:</b>
Council Resolution 2022/25 directed staff to proceed with the terminal project. June 2022: SC Senator Davis announced to County Council this item was approved as a line item in the South Carolina Budget for FY 2023. Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting held July 20, 2023.
<b>PROJECT / ITEM NARRATIVE:</b>
In May 2022, South Carolina House Representative Jeff Bradley informed Beaufort County via the Hilton Head Island Airport that, as a result of communications between the airport team, county administration, and our state delegation, a \$12,000,000 line item for HXD's terminal construction was to be part of the Governor's approved budget. As directed by the Governor's Office, this grant will be used for terminal construction and is administered through the SC Aeronautics Commission Office. This grant does <i>not</i> require a local match.
<b>FISCAL IMPACT:</b>
This is a \$12,000,000 line item in the state's budget for the initial phase of terminal construction. It does not require a match, so there is no fiscal impact. For information, the grant document details the funding associated with this project. The airport's portion of that funding will be required as progress payments over the 2-year construction process. The airport/county will pay invoices and file for reimbursement via these several grants. Reimbursement typically occurs within approximately two weeks of a request. The airport can fund these progress payments thanks to the revised airline rates/charges and past grants, which freed up funds.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the resolution to accept the \$12,000,000 grant
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny Resolution to accept SC Aeronautics Commission Grant Offer 23-029 for \$12,000,000 for HXD Terminal Improvements Move forward to Council for Approval on September 11, 2023



**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION TO ACCEPT SCAC GRANT 23-029 FOR HILTON HEAD ISLAND AIRPORT (HXD) TERMINAL CONSTRUCTION PROJECT**

**WHEREAS**, this project involves the renovation and expansion of the commercial service terminal at the Hilton Head Island Airport; and

**WHEREAS**, improvements include the addition to accommodate multiple airlines; post-9/11 Transportation Security Administration-required security improvements including new restrooms in the passenger boarding area and passenger baggage screening; refurbishment and improvements; and

**WHEREAS**, the grant will be used to fund Phase I of the Hilton Head Island Airport (HXD) terminal construction project. SCAC Grant total: \$12 Million

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 23-029 for Hilton Head Island Airport (HXD) terminal construction project

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# HILTON HEAD ISLAND

A I R P O R T

## MEMORANDUM

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**TO:** BEAUFORT COUNTY ATTORNEY  
**FROM:** AIRPORTS DIRECTOR  
**SUBJECT:** SC AERONAUTICS GRANT OFFER 23-029  
**DATE:** JULY 3, 2023

---

In May 2022, South Carolina House Representative Jeff Bradley informed Beaufort County via the Hilton Head Island Airport that, as a result of communications between the airport team, county administration, and our state delegation, a \$12 Million line item for HXD's terminal construction was to be part of the Governor's approved budget.

As directed by the Governor's Office, this grant will be used for terminal construction and is administered through the SC Aeronautics Commission Office.

Attached is Council Resolution 2022/25 from March 2022 which directed staff to proceed with the terminal project.

Also attached is a Budget Earmark Disclosure form with a project description requested from the airport upon learning of the budget line item.

There is no local match required as this funding is a line item in the State budget. The local funds outlined in the SCAC cover letter speak to the mathematical match for *FAA funding*, not SCAC funding.

The County Administrator's signature is required on pages 2 and 7. Page 7 requires a seal and attestation.

The County Attorney's signature is required on page 7.

Please execute both copies of the offer and return them to the airport.

Please contact Jon Rembold with any questions.

**RESOLUTION 2022/ 25**

**A RESOLUTION REGARDING ESTABLISHING A FUNDING PLAN FOR IMPROVEMENTS TO THE HILTON HEAD ISLAND AIRPORT**

**WHEREAS**, the Hilton Head Island Airport (the “Airport”) is a significant economic engine for Beaufort County; and

**WHEREAS**, its passenger counts have seen dramatic improvement over the last several years; and

**WHEREAS**, the Airport needs substantial improvement to passenger service areas and other infrastructure; and

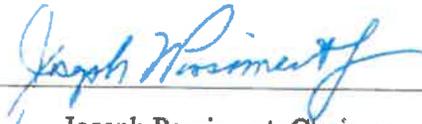
**WHEREAS**, Beaufort County Council wishes to establish a funding program to pay for the necessary improvements

**NOW, THEREFORE**, in meeting duly assembled, Beaufort County Council hereby resolves as follows:

1. Staff is directed to develop a spending and financing plan for the planned Airport construction.
2. Staff is authorized to release an RFP for proposals for the Airport construction.
3. Staff is authorized seek financing on the Hilton Head Island Airport Expansion at the appropriate time when grant funding becomes finalized.

Adopted this 28<sup>th</sup> day of March 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council



County Council of Beaufort County  
Hilton Head Island Airport  
120 Beach City Road  
Hilton Head Island, South Carolina 29926  
Phone: (843) 255-2952 Fax: (843) 255-9424  
[www.hiltonheadairport.com](http://www.hiltonheadairport.com)



Item 10.

June 1, 2022

Office of the Governor  
South Carolina Statehouse  
1100 Gervais Street  
Columbia, SC 29201

**Subject: State Budget Earmark Disclosure Information**

Earmark Sponsor: Representative Jeff Bradley, SC-123  
Project Name: Hilton Head Island Airport Terminal Improvements  
Earmark Amount: \$12 Million  
Recipient: Hilton Head Island Airport, Beaufort County Government  
Recipient Type: Local Government  
EIN: 57-6000311  
Point of Contact: Jon Rembold, C.M.  
Title: Airport Director  
Address: 120 Beach City Road, Hilton Head Island, SC  
Phone Number: 843-255-2952 (Office) 843-441-5871 (Mobile)  
Email: [jrembold@bcgov.net](mailto:jrembold@bcgov.net)  
Website: [www.hiltonhadairport.com](http://www.hiltonhadairport.com)

**Project Description**

The project to be partially funded via the requested earmark is a transformation of the Hilton Head Island Airport's commercial service passenger terminal campus. The existing building was completed in the mid-1990s and could not anticipate the effects of September 11, 2001, the increase in popularity of the island, or the change from turboprop commercial aircraft to regional jet commercial aircraft. The expanded and renovated facility will improve all areas of the building and incorporates environmentally-sensitive landscape techniques and Lowcountry vernacular in the design strategy. The result will be a modern building that reflects the character of the island while improving safety, accessibility, and security as it serves a growing market.

The project involves a new terminal loop road, additional parking and landscaping, renovation of the existing terminal building, and construction of approximately 42,000 square feet of new terminal space. Highlights of the project are new passenger boarding gate waiting areas, jet

## State Budget Earmark Disclosure Information

bridges for boarding, a modern TSA passenger screening checkpoint, new restroom facilities, ADA improvements in all areas, new facilities for both outgoing baggage and baggage claim, new rental car counters and offices, and a full-length covered passenger drop-off in front of the building.

### Public Purpose

The airport, as a part of the National Transportation System and the National Plan of Integrated Airport Systems, is a public facility providing air transportation options to local residents and visitors. It is critical to provide this transportation option to the area's residents and visitors so fewer passengers feel compelled to use a nearby airport located in a neighboring state resulting in growing inconvenience due to travel time and distance and lost revenue for our state.

### Project Budget

Based on design estimates, the total program cost is \$52 million. The FAA has previously awarded \$10 million in design and construction grant funds and it is anticipated that the FAA will grant an additional \$10 million in the 4<sup>th</sup> quarter of the Federal fiscal year 2022. The remainder of the project cost would be a Beaufort County/Airport responsibility.

### Demonstrated Community Support and Need

The airport's use has increased rapidly since the runway extension was completed in June 2018. Since then, two additional network air carriers have entered the market, and passenger numbers have increased much more quickly than anticipated. Airline service has exploded from 3 daily flights to CLT in 2018 to 25 departures to 16 cities in 2021. In 2017, 54,000 passengers used the terminal. That number increased to about 79,000 in 2018, 233,000 in 2019, 158,000 in 2020 (COVID-effects), and 388,000 in 2021. The community clearly supports its hometown airport and the need for more space and modern facilities and amenities is evidenced by the growth in passenger service. Annual state sales tax revenue grew from \$6.8 million to over \$17 million during this same period.

The new terminal's design was strongly influenced by a diverse stakeholder group that included community members as well as the tenant airlines, TSA, and design professionals. The goal of this design approach was to ensure the terminal meets the needs of these stakeholders while maintaining an unmistakable connection to the island.

### Other State Funds Previously Appropriated for this Purpose

There have been no other state funds appropriated to Beaufort County for the design or construction of this terminal facility.



2553 Airport Boulevard  
West Columbia, SC 29170  
(803) 896-6262  
www.scaeronautics.com

Henry D. McMaster  
GOVERNOR

Gary W. Siegfried  
INTERIM  
EXECUTIVE DIRECTOR

**Aeronautics Commission**

Delphin A. Gantt, Jr.  
CHAIRMAN

Anne Esposito  
DISTRICT 1

Vacant  
DISTRICT 2

Skeets Cooper  
DISTRICT 3

Lara Kaufmann  
DISTRICT 4

Charles "Doug" Barnes  
DISTRICT 5

Marco Cavazzoni  
DISTRICT 6

Christopher Bethea  
DISTRICT 7

August 14, 2023

Mr. Jon Rembold  
Airports Director  
Hilton Head Island Airport  
120 Beach City Road  
Hilton Head Island, SC 29926

Re: South Carolina Aeronautics Commission  
Project No. 23-029 Terminal Construction

Dear Mr. Rembold,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your project application and awarded up to \$12,000,000.00 to Beaufort County for the **Terminal Construction Project** at the Hilton Head Island Airport (HXD).

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

Please execute the enclosed grant agreement and return one original to SCAC at your earliest convenience.

This project qualifies for state and local government funds. Project costs and funding are as follows:

FAA Funds	\$ 21,600,000.00
Local Funds	\$ 2,160,000.00
State Funds	\$ 12,000,000.00
Other Funds*	\$ 3,000,000.00
<b>Total Project Cost</b>	<b>\$ 38,760,000.00</b>

\* SCAC Grant 23-019

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to call.

Sincerely,

Gary Siegfried, PE  
Interim-Executive Director

Enclosures: Grant

GRANT AGREEMENT  
Part 1 - OFFER

Date of Offer: August 14, 2023

Project No.: 23-029

TO: Beaufort County, South Carolina  
(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 November 30, 2022 a grant of State Funds for a project for development of the Hilton Head Island Airport (Airport) 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:

**Terminal 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 share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Amount</u>
State (this grant)	\$ <u>12,000,000.00+</u>
Sponsor	\$ <u>2,160,000.00*</u>
Federal	\$ <u>21,600,000.00</u>
Other	\$ <u>3,000,000.00**</u>

+ HXD share from South Carolina 2023 Special Legislative allocation (no local match)

\* Sponsor 10% match on Federal funding

\*\* South Carolina special line-item funding (no local match)

for a total cost of \$38,760,000.00 subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$12,000,000.00 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

Signature By:   
Executive Director

August 14, 2023  
Date

\_\_\_\_\_  
Sponsor's Signature

\_\_\_\_\_  
Date

## 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. carryout 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. carryout 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:
  - FAR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
  - Advisory Circular 150/5300-13B, 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

- FAR 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 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 is 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 complete 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 \_\_\_\_\_, 2023

\_\_\_\_\_  
(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 \_\_\_\_\_, 2023

Signature By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**

AFFIDAVIT OF NON-COLLUSION

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 \_\_\_\_\_, 2023

Signature By \_\_\_\_\_

Notary Public for \_\_\_\_\_



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

<b>ITEM TITLE:</b>								
Recommendation of Contract Award for Phase I of the Hilton Head Island Airport Commercial Service Terminal Improvements to Edison Foard, Inc (\$29,916,490.10)								
<b>MEETING NAME AND DATE:</b>								
Public Facilities and Safety Committee; August 28, 2023								
<b>PRESENTER INFORMATION:</b>								
Jon Rembold; Airports Director (5 minutes)								
<b>ITEM BACKGROUND:</b>								
<p>Council Resolution 2022/25 directed staff to proceed with the terminal project.</p> <p>The project was initially bid in June 2022. The bids were above the project budget so, Council’s approval, the team re-packaged the bid as an initial phase package, and it was then offered for bids. Bids were received June 7, 2023. Three bids were received with the lowest bid being within the project budget. The lowest qualified bid was provided by Edison Foard, Inc of Charlotte, NC in the amount of \$27,196,809.29.</p> <p>Airports Board reviewed and approved the recommendation at its regular meeting on July 20, 2023.</p>								
<b>PROJECT / ITEM NARRATIVE:</b>								
The initial phase includes the entrance road improvements, new TSA screening checkpoint, and new boarding gate areas.								
<b>FISCAL IMPACT:</b>								
<p>The contract fee is \$27,196,809.29. Staff recommends a 10% contingency of \$2,719,680.93, bringing the project’s total cost to \$29,916,490.10. The funding for this project is identified in the table below:</p> <p>Funding for the initial phase:</p> <table border="1"><tr><td>FAA Grants</td><td>\$22,600,000</td></tr><tr><td>SC Aeronautics Grants</td><td>\$3,000,000</td></tr><tr><td>SC Budget Line Item</td><td>\$12,000,000</td></tr><tr><td>Airport</td><td>\$2,200,000*</td></tr></table> <p><i>*Airport share is 10% of the FAA discretionary funding. This amount is budgeted in the “Sponsor Share” line item. This expense will be realized incrementally over a 3-5 year period.</i></p>	FAA Grants	\$22,600,000	SC Aeronautics Grants	\$3,000,000	SC Budget Line Item	\$12,000,000	Airport	\$2,200,000*
FAA Grants	\$22,600,000							
SC Aeronautics Grants	\$3,000,000							
SC Budget Line Item	\$12,000,000							
Airport	\$2,200,000*							
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>								
Staff recommends approval to award the contract for Phase I of the Hilton Head Island Airport Commercial Service Terminal Improvements to Edison Foard, Inc.								
<b>OPTIONS FOR COUNCIL MOTION:</b>								

Motion to approve/deny the recommendation to award the contract for Phase I of the Hilton Head Island Airport Commercial Service Terminal Improvements to Edison Foard, Inc.

***(Next Step: Move forward to County Council for on September 11, 2023)***





WELCOME TO HILTON HEAD ISLAND AIRPORT

**BID TABULATION**  
**TERMINAL IMPROVEMENTS-PHASE 1-IFB# 041923**  
**HILTON HEAD ISLAND AIRPORT**  
**TBE PROJECT NO. 2119-1905**  
**JUNE 7, 2023**

BASE BID					Edison Foard, Inc. Charlotte, NC LICENSE NO.: BD5 G11049		Cooper Tacica General Contracting Co. Raleigh, NC LICENSE NO.: BD5 122012		Monteith Construction Corp. Wilmington, NC LICENSE NO.: CLG.99696	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	C-105	MOBILIZATION	1	LS	\$355,962.60	\$355,962.60	\$2,500,000.00	\$2,500,000.00	\$1,187,200.00	\$1,187,200.00
2	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$66,373.00	\$66,373.00
3	C-102	CONSTRUCTION ENTRANCE	1	LS	\$15,229.20	\$15,229.20	\$14,504.00	\$14,504.00	\$25,904.00	\$25,904.00
4	C-102	SILT FENCE	1,320	LF	\$9.60	\$12,672.00	\$9.14	\$12,064.80	\$9.00	\$11,880.00
5	C-102	TREE PROTECTION FENCING	4,660	LF	\$9.82	\$45,761.20	\$9.35	\$43,571.00	\$8.00	\$37,280.00
6	C-102	CONCRETE WASHOUT	1	EA	\$1,428.00	\$1,428.00	\$1,360.00	\$1,360.00	\$9,423.00	\$9,423.00
7	C-102	SEEDING	1	LS	\$8,452.50	\$8,452.50	\$8,050.00	\$8,050.00	\$46,283.00	\$46,283.00
8	C-102	ROCK CHECK DAMS	2	EA	\$1,729.35	\$3,458.70	\$1,647.00	\$3,294.00	\$2,224.00	\$4,448.00
9	C-102	INLET PROTECTION	17	EA	\$348.60	\$5,926.20	\$332.90	\$5,659.30	\$1,224.00	\$20,808.00
10	C-102	TEMPORARY FENCE AROUND BIORETENTION SWALE	2,075	LF	\$36.75	\$76,256.25	\$52.00	\$107,900.00	\$31.00	\$64,325.00
11	C-102	SEDIMENT TUBES	4	EA	\$280.35	\$1,121.40	\$267.00	\$1,068.00	\$1,483.00	\$5,932.00
12	311000	1.5" THICK ASPHALT MILLING	340	SY	\$87.84	\$29,865.60	\$95.84	\$32,585.60	\$145.00	\$49,300.00
13	311000	ASPHALT REMOVAL	5,800	SY	\$11.04	\$64,032.00	\$10.51	\$60,958.00	\$16.00	\$92,800.00
14	REP	ASPHALT PAVEMENT REMOVAL-AIRSIDE, ANY THICKNESS	80	SY	\$57.23	\$4,578.40	\$54.50	\$4,360.00	\$56.00	\$4,480.00
15	311000	CONCRETE REMOVAL-LANDSIDE AND AIRSIDE	910	SY	\$53.04	\$48,286.40	\$50.51	\$45,964.10	\$33.00	\$30,030.00
16	REP	CONCRETE PAVEMENT REMOVAL-AIRSIDE, ANY THICKNESS	315	SY	\$33.85	\$10,662.75	\$32.24	\$10,155.60	\$68.00	\$21,420.00
17	RPS	REMOVE PIPE BOLLARD	1	EA	\$507.15	\$507.15	\$483.00	\$483.00	\$739.00	\$739.00
18	D-701	12-INCH DIAMETER SCHEDULE 80 PVC STORM DRAIN-AIRSIDE	465	LF	\$150.65	\$70,052.25	\$143.48	\$66,718.20	\$279.00	\$129,735.00
19	D-701	STORM DRAIN CLEANOUT IN PAVEMENT AND GRASS AREAS	3	EA	\$2,286.90	\$6,860.70	\$2,178.00	\$6,534.00	\$3,297.00	\$9,891.00
20	D-701	6-INCH DIAMETER SCHEDULE 80 PVC STORM DRAIN-AIRSIDE	150	LF	\$61.62	\$9,243.00	\$58.69	\$8,803.50	\$198.00	\$29,700.00
21	D-701	4-INCH DIAMETER SCHEDULE 80 PVC STORM DRAIN-AIRSIDE	40	LF	\$61.64	\$2,465.60	\$58.70	\$2,348.00	\$115.00	\$4,570.00
22	D-751	STORM DRAINAGE MANHOLE	1	EA	\$7,324.80	\$7,324.80	\$6,976.00	\$6,976.00	\$10,543.00	\$10,543.00
23	F-162	TEMPORARY SIDA FENCE	1,955	LF	\$47.25	\$92,373.75	\$52.00	\$101,660.00	\$28.00	\$54,740.00
24	F-162	TEMPORARY CONSTRUCTION FENCE	615	LF	\$42.00	\$25,830.00	\$34.00	\$20,910.00	\$29.00	\$17,835.00
25	F-162	TEMPORARY 24-FOOT WIDE MANUAL DOUBLE SWING GATE	2	EA	\$2,100.00	\$4,200.00	\$2,400.00	\$4,800.00	\$19,583.00	\$39,166.00
26	F-162	REMOVE CHAIN LINK FENCE, ANY HEIGHT	510	LF	\$4.20	\$2,142.00	\$10.00	\$5,100.00	\$11.00	\$5,610.00
27	F-162	REMOVE CHAIN LINK SLIDING GATE AND ALL RELATED APPURTENANCES, ANY SIZE	1	EA	\$1,575.00	\$1,575.00	\$2,800.00	\$2,800.00	\$3,874.00	\$3,874.00
28	F-162	NEW 8-FT CHAIN LINK FENCE WITH 3 STRANDS BARBED WIRE-BLACK COATED	325	LF	\$47.25	\$15,356.25	\$62.00	\$20,150.00	\$121.00	\$39,325.00
29	P-620	PAVEMENT MARKING REMOVAL-AIRSIDE--ANY COLOR ON ANY PAVEMENT	4,510	SF	\$7.00	\$31,570.00	\$6.67	\$30,081.70	\$7.00	\$31,570.00
30	P-620	PAVEMENT MARKING-REFLECTORIZED WHITE	625	SF	\$6.58	\$4,112.50	\$6.27	\$3,918.75	\$9.00	\$5,625.00
31	P-620	PAVEMENT MARKING-NON-REFLECTORIZED WHITE	1,360	SF	\$5.70	\$7,752.00	\$5.43	\$7,364.80	\$5.00	\$6,800.00
32	P-620	PAVEMENT MARKING-REFLECTORIZED YELLOW	1,180	SF	\$5.92	\$6,985.60	\$5.64	\$6,655.20	\$9.00	\$10,620.00
33	P-620	PAVEMENT MARKING-NON-REFLECTORIZED YELLOW	40	SF	\$9.03	\$361.20	\$8.60	\$344.00	\$6.00	\$240.00
34	P-620	PAVEMENT MARKING-REFLECTORIZED RED	1,200	SF	\$5.80	\$6,960.00	\$5.52	\$6,624.00	\$9.00	\$10,800.00
35	P-620	PAVEMENT MARKING-NON-REFLECTORIZED RED	65	SF	\$7.46	\$484.90	\$7.10	\$461.50	\$7.00	\$455.00
36	P-620	PAVEMENT MARKING-BLACK	4,080	SF	\$4.71	\$19,216.80	\$4.49	\$18,319.20	\$6.00	\$24,480.00
37	311000	WATERLINE DEMOLITION & REMOVAL	580	LF	\$17.66	\$10,240.80	\$16.82	\$9,755.60	\$69.00	\$40,020.00
38	311000	MISC. DEMOLITION	1	EA	\$23,679.60	\$23,679.60	\$22,552.00	\$22,552.00	\$71,731.00	\$71,731.00
39	311000	TREE REMOVAL	132	EA	\$1,755.60	\$231,739.20	\$1,672.64	\$220,788.48	\$2,648.00	\$349,536.00
40	312333	CONDUIT REMOVAL	1	LS	\$5,250.00	\$5,250.00	\$20,000.00	\$20,000.00	\$10,263.00	\$10,263.00
41	P-152	EMBANKMENT IN PLACE-IMPORT FILL-AIRSIDE	1,550	CY	\$43.10	\$66,805.00	\$41.05	\$63,827.50	\$127.00	\$196,850.00
42	P-152	UNSUITABLE EXCAVATION-AIRSIDE	500	CY	\$34.80	\$17,400.00	\$33.14	\$16,570.00	\$80.00	\$40,000.00
43	312000	STRIPPING TOPSOIL	1,430	CY	\$41.13	\$58,815.90	\$39.17	\$56,013.10	\$29.00	\$41,470.00
44	312000	CUT TO FILL-LANDSIDE	900	CY	\$14.97	\$13,473.00	\$14.26	\$12,834.00	\$105.00	\$94,500.00
45	312000	IMPORT FILL MATERIAL	5,100	CY	\$43.10	\$219,810.00	\$41.05	\$209,355.00	\$127.00	\$647,700.00
46	312000	MUCK & FILL	1,100	CY	\$60.26	\$66,286.00	\$57.39	\$63,129.00	\$211.00	\$232,100.00
47	312000	FINE GRADING	15,600	SY	\$11.63	\$181,428.00	\$11.08	\$172,848.00	\$3.00	\$46,800.00
48	334000	STORM DRAIN GRATE INLET	4	EA	\$5,967.15	\$23,868.60	\$5,683.00	\$22,732.00	\$10,430.00	\$41,720.00
49	334000	STORM DRAIN BUBBLER BOX	12	EA	\$7,621.64	\$91,459.68	\$7,258.70	\$87,104.40	\$12,161.00	\$145,932.00
50	334000	YARD INLET WITH DOMED GRATE	9	EA	\$4,588.50	\$41,296.50	\$4,370.00	\$39,330.00	\$11,740.00	\$105,660.00
51	334000	RIP RAP OVER FILTER FABRIC	160	SY	\$169.25	\$27,080.00	\$161.19	\$25,790.40	\$121.00	\$19,360.00
52	334000	15" RCP	198	LF	\$76.91	\$15,228.18	\$73.25	\$14,503.50	\$125.00	\$24,750.00
53	334000	18" RCP	355	LF	\$92.05	\$32,677.75	\$87.67	\$31,122.85	\$198.00	\$70,290.00
54	334000	CONCRETE FLUMES	5	EA	\$3,472.02	\$17,360.10	\$3,818.00	\$19,090.00	\$4,863.00	\$24,315.00
55	334000	12" PERFORATED UNDERDRAIN WITH STONE TRENCH	401	LF	\$137.24	\$55,033.24	\$130.70	\$52,410.70	\$192.00	\$76,992.00
56	334000	CORE EXISTING OUTLET BOX FOR UNDERDRAIN CONNECTION	1	EA	\$4,060.35	\$4,060.35	\$3,867.00	\$3,867.00	\$2,737.00	\$2,737.00
57	334000	ROOF DRAINAGE COLLECTION SYSTEM	1	LS	\$266,332.50	\$266,332.50	\$253,650.00	\$253,650.00	\$292,173.00	\$292,173.00
58	334000	BIORETENTION/BIOSWALE SOIL MEDIA CONSTRUCTION	415	CY	\$302.90	\$125,703.50	\$288.48	\$119,719.20	\$261.00	\$108,315.00
59	321216	2" ASPHALT SURFACE COURSE-LANDSIDE	4,200	SY	\$54.20	\$227,840.00	\$59.57	\$250,194.00	\$90.00	\$378,000.00
60	321123	8" AGGREGATE BASE COURSE-LANDSIDE	4,200	SY	\$50.65	\$212,730.00	\$50.02	\$210,084.00	\$78.00	\$327,600.00
61	321123	TACK COAT-LANDSIDE	300	GAL	\$33.64	\$10,092.00	\$29.58	\$8,874.00	\$57.00	\$17,100.00
62	321313	CONCRETE CURB-LANDSIDE	1,630	LF	\$43.69	\$70,825.70	\$41.61	\$68,363.30	\$57.00	\$93,210.00
63	321313	CONCRETE PAVERS-LANDSIDE	510	LF	\$211.81	\$108,023.10	\$201.72	\$102,877.20	\$888.00	\$452,880.00
64	P-501	6-INCH THICK PORTLAND CEMENT CONCRETE PAVEMENT (REINFORCED)	1,285	SY	\$227.82	\$292,748.70	\$255.02	\$327,700.70	\$402.00	\$516,570.00
65	P-501	8-INCH THICK PORTLAND CEMENT CONCRETE PAVEMENT (REINFORCED)	535	SY	\$237.72	\$127,180.20	\$265.44	\$142,010.40	\$416.00	\$222,560.00
66	P-501	8-INCH THICK PORTLAND CEMENT CONCRETE PAVEMENT (REINFORCED)	110	SY	\$281.53	\$30,968.30	\$313.19	\$34,450.90	\$493.00	\$54,230.00
67	P-501	8-INCH THICK PORTLAND CEMENT CONCRETE PAVEMENT (REINFORCED)	25	SY	\$327.82	\$8,195.50	\$362.50	\$9,062.50	\$574.00	\$14,350.00
68	P-403	BITUMINOUS BASE COURSE	835	TON	\$561.93	\$469,211.55	\$613.02	\$511,871.70	\$923.00	\$770,705.00
69	P-603	BITUMINOUS TACK	300	GAL	\$14.95	\$4,485.00	\$15.12	\$4,536.00	\$25.00	\$7,500.00
70	321313	4" CONCRETE SIDEWALK-LANDSIDE	841	SY	\$92.18	\$77,523.38	\$103.08	\$86,690.28	\$162.00	\$136,242.00
71	321313	4" CONCRETE SIDEWALK-AIRSIDE	125	SY	\$92.18	\$11,522.50	\$102.64	\$12,830.00	\$162.00	\$20,250.00
72	321313	4" CONCRETE PAD FOR BIKE RACKS	20	SY	\$173.60	\$3,472.00	\$195.50	\$3,910.00	\$305.00	\$6,100.00
73	321313	4" OYSTER SHELL CONCRETE WALKWAY	510	SY	\$114.29	\$58,287.90	\$127.99	\$65,274.90	\$201.00	\$102,510.00
74	321313	INTERNALLY PIGMENTED CONCRETE CROSSWALKS	475	SY	\$364.56	\$173,166.00	\$251.97	\$119,685.75	\$351.00	\$166,725.00
75	321313	CONCRETE WHEELSTOP	55	EA	\$144.90	\$7,969.50	\$138.00	\$7,590.00	\$437.00	\$24,035.00
76	321313	HANDICAP RAMPS WITH DETECTABLE WARNINGS	1	LS	\$28,933.54	\$28,933.54	\$32,430.00	\$32,430.00	\$50,641.00	\$50,641.00
77	321313	6" CONCRETE DUMPSTER PAD	85	SY	\$231.47	\$19,674.95	\$262.50	\$22,312.50	\$405.00	\$34,425.00
78	321313	WOOD DUMPSTER ENCLOSURE	1	EA	\$144.90	\$144.90	\$20,000.00	\$20,000.00	\$12,828.00	\$12,828.00
79	321313	STRIPING, SIGNAGE, & MARKING	1	LS	\$22,641.15	\$22,641.15	\$21,563.00	\$21,563.00	\$59,865.00	\$59,865.00
80	331100	TIE-IN TO EXISTING WATERLINE	1	LS	\$17,947.65	\$17,947.65	\$17,093.00	\$17,093.00	\$138,860.00	\$138,860.00
81	331100	10" PVC WATER LINE	640	LF	\$88.81	\$56,838.40	\$84.58	\$54,131.20	\$252.00	\$161,280.00
82	331100	6" PVC WATER LINE	6	LF	\$39.90	\$239.40	\$38.00	\$228.00	\$273.00	\$1,638.00
83	331100	6" PVC FIRE LINE	255	LF	\$43.18	\$11,010.90	\$41.12	\$10,485.60	\$150.00	\$38,250.00
84	331100	FREE-STANDING FDC	1	EA	\$16,842.00	\$16,842.00	\$16,040.00	\$16,040.00	\$7,730.00	\$7,730.00
85	331100	2" WATER LATERAL	70	LF	\$21.95	\$1,536.50	\$20.90	\$1,463.00	\$122.00	\$8,540.00
86	331100	2.5" WATER LATERAL	22	LF	\$28.56	\$628.32	\$27.20	\$598.40	\$133.00	\$2,926.00
87	331100	FIRE HYDRANTS	1	EA	\$9,028.92	\$9,028.92	\$8,599.00	\$8,599.00	\$21,972.00	\$21,972.00
88	331100	VALVES, FITTINGS, & RPZS	1	LS	\$85,335.60	\$85,335.60	\$81,272.00	\$81,272.00	\$360,818.00	\$360,818.00
89	331100	WATER TESTING	1	LS	\$15,252.30	\$15,252.30	\$14,526.00	\$14,526.00	\$57,137.00	\$57,137.00
90	333100	CONNECT TO EXISTING SEWER MANHOLE	1	EA	\$10,285.80	\$10,285.80	\$9,796.00	\$9,796.00	\$7,352.00	\$7,352.00
91	333100	STANDARD MANHOLE	3	EA	\$6,197.10	\$18,591.30	\$5,902.00	\$17,706.00	\$10,833.00	\$32,499.00
92	333100	8" SEWER LINE	386	LF	\$79.61	\$30,729.46	\$75.82	\$29,266.52	\$182.00	\$70,252.00
93	333100	6" SEWER LATERAL WITH CLEANOUTS	100	LF	\$80.23	\$8,023.00	\$76.41	\$7,641.00	\$618.00	\$61,800.00
94	333100	SEWER TESTING	1	LS	\$5,909.40	\$5,909.40	\$5,628.00	\$5,628.00	\$55,215.00	\$55,215.00
95	L-110	2-INCH DIAMETER SCHEDULE 80 PVC CONDUIT	2,700	LF	\$46.87	\$126,549.00	\$44.64	\$120,528.00	\$49.00	\$132,300.00
96	L-110	2-INCH DIAMETER SCHEDULE								

BID TABULATION  
 TERMINAL IMPROVEMENTS-PHASE 1-IFB# 041923  
 HILTON HEAD ISLAND AIRPORT  
 TBE PROJECT NO. 2119-1905  
 JUNE 7, 2023

BASE BID					Edison Foard, Inc. Charlotte, NC LICENSE NO.: BD5 G11049		Cooper Tacia General Contracting Co. Raleigh, NC LICENSE NO.: BD5 122012		Monteith Construction Corp. Wilmington, NC LICENSE NO.: CLG.99696	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
97	SPEC.	HANDHOLE	3	EA	\$1,899.45	\$5,698.35	\$1,809.00	\$5,427.00	\$6,239.00	\$18,717.00
98	CONTRACT DOCUMENTS	TERMINAL RENOVATION AND EXPANSION AS DEPICTED IN THE CONTRACT DOCUMENTS TO INCLUDE ALL CONTRACT ITEMS NOT INDICATED ELSEWHERE ON THE BID FORM	1	LS	\$21,642,000.00	\$21,642,000.00	\$20,339,012.00	\$20,339,012.00	\$26,386,000.00	\$26,386,000.00
99	12100	GATE 1 COUNTER INSERTS (ALLOWANCE NO. 1)	1	ALLOW	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
100	12100	GATE 2 COUNTER INSERTS (ALLOWANCE NO. 2)	1	ALLOW	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
101	12100	TEMPORARY SIGNAGE (ALLOWANCE NO. 3)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
102	12100	PLAN REVIEW, BUILDING PERMIT, UTILITY TAP AND MISC. FEES (ALLOWANCE NO. 4)	1	ALLOW	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
103	12100	SOIL TESTING FOR PERCOLATION RATES AND COMPOSITION ADJUSTMENT (ALLOWANCE NO. 5)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
104	12100	COST TO MOVE TSA AND LEO OFFICES (ALLOWANCE NO. 6)	1	ALLOW	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
105	SPEC	FINE GRADING-LANDSCAPING	1	LS	\$3,150.00	\$3,150.00	\$670.47	\$670.47	\$742.00	\$742.00
106	SPEC	SOIL AMENDMENTS-LANDSCAPING	1	LS	\$682.50	\$682.50	\$15,085.71	\$15,085.71	\$15,991.00	\$15,991.00
107	SPEC	HERBICIDE	1	LS	\$367.50	\$367.50	\$470.51	\$470.51	\$530.00	\$530.00
108	SPEC	LANDSCAPING WITH REQUIRED IRRIGATION SYSTEM COMPLETE PER PLAN	1	LS	\$69,823.37	\$69,823.37	\$108,196.38	\$108,196.38	\$114,689.00	\$114,689.00
109	SPEC	SOD, ZOYSIA JAPONICA 'ZEON', KOREAN GRASS	8,000	SF	\$1.21	\$9,680.00	\$1.95	\$15,600.00	\$3.00	\$24,000.00
110	SPEC	PHASE 1 - YEAR 1 MAINTENANCE	1	LS	\$2,100.00	\$2,100.00	\$19,620.00	\$19,620.00	\$20,798.00	\$20,798.00
111	SPEC	PHASE 1 - YEAR 2 MAINTENANCE	1	LS	\$2,100.00	\$2,100.00	\$20,304.00	\$20,304.00	\$21,523.00	\$21,523.00
112	SPEC	PHASE 1 - YEAR 3 MAINTENANCE	1	LS	\$2,100.00	\$2,100.00	\$21,024.00	\$21,024.00	\$22,286.00	\$22,286.00
113	SPEC	PHASE 2 - YEAR 1 MAINTENANCE	1	LS	\$0.00	\$0.00	\$3,840.00	\$3,840.00	\$4,071.00	\$4,071.00
114	SPEC	PHASE 2 - YEAR 2 MAINTENANCE	1	LS	\$0.00	\$0.00	\$3,984.00	\$3,984.00	\$4,224.00	\$4,224.00
115	SPEC	PHASE 2 - YEAR 3 MAINTENANCE	1	LS	\$0.00	\$0.00	\$5,400.00	\$5,400.00	\$5,724.00	\$5,724.00
116	SPEC	PHASE 6 - YEAR 1 MAINTENANCE	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
117	SPEC	PHASE 6 - YEAR 2 MAINTENANCE	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
118	SPEC	PHASE 6 - YEAR 3 MAINTENANCE	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
119	371APD	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER COVER	1	EA	\$2,940.00	\$2,940.00	\$3,534.00	\$3,534.00	\$3,747.00	\$3,747.00
120	SPEC	5-LUMINAIRE LED APRON FLOODLIGHT POLE WITH 50-FT MOUNTING HEIGHT, COMPLETE	2	EA	\$40,000.00	\$80,000.00	\$42,000.00	\$84,000.00	\$36,860.00	\$73,720.00
121	SPEC	REINFORCED CONCRETE TRANSFORMER PAD	1	EA	\$10,678.50	\$10,678.50	\$10,000.00	\$10,000.00	\$4,293.00	\$4,293.00
122	SPEC	REINFORCED CONCRETE GENERATOR PAD	1	EA	\$3,150.00	\$3,150.00	\$17,500.00	\$17,500.00	\$16,505.00	\$16,505.00

<b>TOTAL BASE BID AMOUNT</b>	<b>\$27,196,809.29 *</b>	<b>\$28,232,314.40</b>	<b>\$36,530,153.00</b>
DBE SUBCONTRACTOR AMOUNT	\$1,515,000.00	\$1,530,000.00	\$0.00
DBE PERCENTAGE OF BASE BID AMOUNT	5.6%	5.4%	0.0%

\* DENOTES MATH ERROR

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBER, BRIGHT & ELLINGTON, INC. 6/8/2023  
 DATE

BID TABULATION  
 TERMINAL IMPROVEMENTS-PHASE 1-IFB# 041923  
 HILTON HEAD ISLAND AIRPORT  
 TBE PROJECT NO. 2119-1905  
 JUNE 7, 2023

ADD ALTERNATE BID					Edison Foard, Inc. Charlotte, NC LICENSE NO.: BD5 G11049		Cooper Tacia General Contracting Co. Raleigh, NC LICENSE NO.: BD5 122012		Monteith Construction Corp. Wilmington, NC LICENSE NO.: CLG.98696	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	347713	BID ALTERNATE NO. 1A - GATE 1 AIRCRAFT GATE EQUIPMENT TO INCLUDE 2A \$35,000 SPARE PARTS ALLOWANCE	1	LS	\$1,402,000.00	\$1,402,000.00	\$1,432,000.00	\$1,432,000.00	\$1,399,836.00	\$1,399,836.00
2	347713	BID ALTERNATE NO. 1B - GATE 2 AIRCRAFT GATE EQUIPMENT TO INCLUDE 2A \$35,000 SPARE PARTS ALLOWANCE	1	LS	\$1,414,000.00	\$1,414,000.00	\$1,409,000.00	\$1,409,000.00	\$1,378,000.00	\$1,378,000.00
3	347713	BID ALTERNATE NO. 1C - GATE 3 AIRCRAFT GATE EQUIPMENT TO INCLUDE 2A \$35,000 SPARE PARTS ALLOWANCE	1	LS	\$1,502,000.00	\$1,502,000.00	\$1,528,000.00	\$1,528,000.00	\$1,505,200.00	\$1,505,200.00
4	CONTRACT DOCUMENTS	BID ALTERNATE NO. 2 - FURNITURE ALLOWANCE	1	ALLOW	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
5	CONTRACT DOCUMENTS	BID ALTERNATE NO. 3 - ALTERNATE CANOPY ENTRANCE	1	LS	\$1,121,000.00	\$1,121,000.00	\$864,000.00	\$864,000.00	\$1,645,000.00	\$1,645,000.00
6	12300	BID ALTERNATE NO. 4 - FOUNDATION DRAINAGE	1	LS	\$231,000.00	\$231,000.00	\$248,000.00	\$248,000.00	\$86,920.00	\$86,920.00
7	EB-44	BID ALTERNATE NO. 5 - SEAL/REJUVENATE EXISTING ASPHALT PARKING PAVEMENT TO REMAIN AFTER DEMOLITION-LANDSIDE	8,200	SY	\$3.76	\$30,832.00	\$4.58	\$37,556.00	\$22.00	\$180,400.00
8	321313	BID ALTERNATE NO. 6 - NON-REFLECTORIZED WHITE PAVEMENT MARKING OF EXISTING PARKING SPACES TO REMAIN IN EXISTING ASPHALT PARKING PAVEMENT AFTER SEALING/REJUVENATING-LANDSIDE	950	SF	\$4.83	\$4,588.50	\$6.00	\$5,700.00	\$32.00	\$30,400.00
9	321313	BID ALTERNATE NO. 7 - HOLDROOM UPFIT	1	LS	\$469,000.00	\$469,000.00	\$390,000.00	\$390,000.00	\$800,000.00	\$800,000.00
10	321313	BID ALTERNATE NO. 8 - SECOND MANNED CHECKPOINT LANE	1	LS	\$106,000.00	\$106,000.00	\$127,000.00	\$127,000.00	\$120,840.00	\$120,840.00
11	321313	BID ALTERNATE NO. 9 - GATE COUNTER INSERTS TO INCLUDE \$7,000 ALLOWANCE	1	LS	\$7,000.00	\$7,000.00	\$16,500.00	\$16,500.00	\$7,000.00	\$7,000.00
12	SPEC	BID ALTERNATE NO. 10 - 1-LUMINAIRE LED APRON FLOODLIGHT POLE WITH 45-FT MOUNTING HEIGHT, COMPLETE	1	EA	\$76,000.00	\$76,000.00	\$105,000.00	\$105,000.00	\$27,560.00	\$27,560.00
13	SPEC	BID ALTERNATE NO. 11 - 2-LUMINAIRE LED APRON FLOODLIGHT POLE WITH 45-FT MOUNTING HEIGHT, COMPLETE	1	EA	\$76,000.00	\$76,000.00	\$115,000.00	\$115,000.00	\$27,560.00	\$27,560.00
14	SPEC	BID ALTERNATE NO. 12 - 3-LUMINAIRE LED APRON FLOODLIGHT POLE WITH 35-FT MOUNTING HEIGHT, COMPLETE	1	EA	\$76,000.00	\$76,000.00	\$95,000.00	\$95,000.00	\$13,780.00	\$13,780.00
15	SPEC	BID ALTERNATE NO. 13 - 2-LUMINAIRE LED APRON FLOODLIGHT POLE WITH 35-FT MOUNTING HEIGHT, COMPLETE	1	EA	\$76,000.00	\$76,000.00	\$91,625.00	\$91,625.00	\$13,780.00	\$13,780.00

DEDUCT ALTERNATE BID

ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	321313	BID ALTERNATE NO. 14 - DELETE HOLDROOM SHELL	1	LS	(\$376,000.00)	(\$376,000.00)	(\$700,000.00)	(\$700,000.00)	(\$675,000.00)	(\$675,000.00)

\* DENOTES MATH ERROR



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>		
Recommend Approval of Beaufort Executive Airport (ARW) facility use rate changes		
<b>MEETING NAME AND DATE:</b>		
Public Facilities and Safety Committee; August 28, 2023		
<b>PRESENTER INFORMATION:</b>		
Jon Rembold; Airports Director 3 minutes		
<b>ITEM BACKGROUND:</b>		
<p>Beaufort Executive Airport’s Facility Use Fees have not been significantly increased in over 10 years. In June, 2023, the Airports Board’s ARW Committee recommended the fee increase described in this package. At its regular meeting on July 20, 2023, the Airports Board voted in favor of the fee structure proposed in this package. Pursuant to Section 6-65 of the Beaufort County Code of Ordinances, with approval of the aviation board, the Airports Director is authorized to establish these fees.</p>		
<b>PROJECT / ITEM NARRATIVE:</b>		
<p>Beaufort Executive Airport charges Facility Use Fees to customers as a method of self-funding airport operations and maintenance. These fees have been consistently lower than comparative airports and have not increased significantly in several years. Maintenance and replacement costs continue to increase as the facility ages, prompting this fee increase. The airport endeavors to operate as financially self-sufficiently as possible to comply with FAA Sponsor Assurances and County policy regarding enterprise funds.</p>		
<b>FISCAL IMPACT:</b>		
	<b>FY23</b>	<b>FY24</b>
<b>Fee</b>		
<b>Ramp Fee (Large aircraft only)</b>	\$150.00	\$150.00
<b>Tie-down (Lg,Daily,Transient)</b>	\$20.00	\$50.00
<b>Tie-down (Lg,Monthly,Tenant)</b>	\$150.00	\$200.00
<b>Tie-down (Sm,Daily,Transient)</b>	\$10.00	\$20.00
<b>Tie-down (Sm,Monthly,Tenant)</b>	\$100.00	\$150.00
<b>Associated Airport Revenue</b>	\$71,434.00	\$100,000.00 <i>(estimated)</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>		
Staff recommends approval of the facility use rate changes at Beaufort Executive Airport (ARW)		
<b>OPTIONS FOR COUNCIL MOTION:</b>		
Motion to approve /deny the recommended approval of Beaufort Executive Airport (ARW) facility use rate changes		
Move forward to Council for Approval on September 11, 2023		

RESOLUTION 2023/\_\_\_\_\_

**A RESOLUTION BY THE BEAUFORT COUNTY COUNCIL AUTHORIZING THE BEAUFORT EXECUTIVE AIRPORT FACILITY USE RATE CHANGES**

**WHEREAS**, the Beaufort Executive Airport desires to become as financially self-sufficient as feasible; and

**WHEREAS**, an informal regional comparative rate analysis was conducted by Airports Board members, which showed existing rates at Beaufort Executive Airport are comparatively low; and

**WHEREAS**, the facility use rates at Beaufort Executive Airport have not been significantly increased in a decade; and

**WHEREAS**, the maintenance costs of the airport continue to increase as the age of the airport increases and said maintenance cannot be deferred; and

**WHEREAS**, Council has determined that the rate changes outlined in the table shown below are in the best interest of its citizens and will assist the airport in maintaining a safe and efficient facility.

Fee	FY23	FY24
Ramp Fee (Large aircraft only)	\$150.00	\$150.00
Tie-down (Lg,Daily,Transient)	\$20.00	\$50.00
Tie-down (Lg,Monthly,Tenant)	\$150.00	\$200.00
Tie-down (Sm,Daily,Transient)	\$10.00	\$20.00
Tie-down (Sm,Monthly,Tenant)	\$100.00	\$150.00

Associated Airport Revenue            \$71,434.00            \$100,000.00            *Estimated*

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the Beaufort Executive Airport to implement the new facility use rates.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

<b>ITEM TITLE:</b>
Recommendation to approve an Interim Letter of Agreement for Shuttle Service between Beaufort County and The Best of Hilton Head
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; August 28, 2023
<b>PRESENTER INFORMATION:</b>
Jon Rembold; Airports Director 3 minutes
<b>ITEM BACKGROUND:</b>
The Airports Board reviewed and recommended approval of the agreement at its monthly meeting held August 17, 2023.
<b>PROJECT / ITEM NARRATIVE:</b>
The Best of Hilton Head will operate a shuttle service to/from Hilton Head Island Airport, to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity. There is not a shuttle policy in place, so this interim letter of agreement will serve as the interim shuttle policy. It will be in place on a trial basis and can be modified as the Airport deems appropriate. Shuttle vehicles will be tracked via a geo-fence and will submit a detailed monthly report showing number of trips and passengers with their monthly payment to the Airport.
<b>FISCAL IMPACT:</b>
Hilton Head Island Airport will receive a monthly fee of \$1.00 per passenger with a minimum fee of \$5.00 each time a shuttle vehicle enters Airport property.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Staff recommends approval of the Interim Letter of Agreement between Beaufort County and The Best of Hilton Head.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to approve/deny an Interim Letter of Agreement between Beaufort County and The Best of Hilton Head Move forward to Council for Approval on September 11, 2023

**INTERIM LETTER OF AGREEMENT**

**FOR SHUTTLE SERVICE**

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring ground transportation services. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **The Best of Hilton Head** agree as follows:

1. PRIMARY SERVICE

Operator shall have the non-exclusive right and privilege to operate a shuttle service to/from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator’s Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. FACILITIES ASSIGNED TO THE OPERATOR

Customer loading/unloading area in designated Shuttle Parking area. (Subject to change by the Airports Director). No other location on Airport property shall be used for any business or commercial purpose, directly or indirectly, by shuttle operators.

Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal.

3. FEES

Operators entering into this Agreement agree to pay a monthly fee of **\$1.00 per passenger with a minimum fee of \$5.00** each time entering Airport property. Twenty (20) days after the beginning of each calendar month during the term hereof, Shuttle Operator shall furnish to County an accounting of the previous month's GEO Fence Report along with payment for the appropriate sum of money as computed in accordance with this subsection.

First Vehicle:

- Vehicle VIN# \_\_\_\_\_
- Make/Model \_\_\_\_\_
- Vehicle Capacity \_\_\_\_\_
- License Plate \_\_\_\_\_

Payment address:

Hilton Head Island Airport  
 Attn: Administration  
 120 Beach City Road  
 Hilton Head Island, SC 29926

The County reserves the right to limit the number of Shuttle vehicles that logistically can be handled within the airport terminal campus and still provide the traveling public with adequate service.

4. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with high quality ground transportation facilities and service.

Accordingly, the Operator agrees to conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by shuttle companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this shuttle service.

5. SHUTTLE EQUIPMENT

A) Operator agrees to provide vehicles with the capacity for a maximum of fifteen (15) passengers and baggage.

All shuttles shall have an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All shuttles shall be marked uniformly on the outside with the company name/logo.

B) An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old.

C) Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

D) Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

E) Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the shuttle service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of

each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

- F) The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director or designee in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

#### 6. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina, Beaufort County, and the Town of Hilton Head Island. All drivers must obey all traffic laws and regulations while operating the shuttle.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

#### 7. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State, County, and Town of Hilton Head Island laws and shall obtain and maintain all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

#### 8. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions of their drivers, and Beaufort County and its officers and employees shall in no way be responsible for their acts or omissions. Operator agrees to fully indemnify and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and

defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:           \$100,000 each person           \$300,000 each occurrence

Property Damage:       \$50,000 each occurrence

- A) In all insurance policies carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of an insurance policy required pursuant to this Agreement is cause for termination until the required insurance is reinstated by an acceptable policy.
- B) The Operator shall furnish to the County all required Certificates of Insurance before beginning operations under this Agreement. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

#### 9. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airports Director (See Shuttle Rules attached).

#### 10. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

#### 11. TERM

The term of this agreement shall commence on the date signed by the County Administrator and shall end on June 30, 2024.

## 12. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A) The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B) The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits thereunder shall pass to any assignee to or transfer thereof.
- C) The abandonment or discontinuance of the operations and services by the Operator.
- D) The failure of the Operator to keep required insurance in force.
- E) The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F) The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G) Two or more complaints are received concerning cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H) The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I) The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, except those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

## 13. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A) The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

- B) A breach by the County of any of the terms and covenants or conditions within this agreement and the failure of the County to remedy such breach for fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

14. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

15. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 12(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

16. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

17. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

18. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

19. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C) That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D) That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

## 20. GENERAL PROVISIONS

- A) South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B) Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

## 21. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County  
 Hilton Head Island Airport  
 120 Beach City Road  
 Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: \_\_\_\_\_

\_\_\_\_\_

Physical: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E Mail \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COUNTY ADMINISTRATOR  
BEAUFORT COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER , \_\_\_\_\_

DATE \_\_\_\_\_

**BEAUFORT COUNTY COUNCIL  
HILTON HEAD ISLAND AIRPORT  
SHUTTLE RULES**

The following rules shall apply to the operation of shuttles and conduct of drivers at the Hilton Head Island Airport.

**Rule 1**

Permitted Locations:

No other location on Airport property shall be used except the Shuttle Parking area, for any business or commercial purpose, directly or indirectly, by shuttle operators.

**Rule 2**

Attending Vehicle:

Vehicles shall not be left standing unattended in any location on airport property with the engine running.

**Rule 3**

Permitted Time:

Operator vehicles are limited to (1) hour parking in the designated Shuttle Parking area for each visit.

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION BY THE BEAUFORT COUNTY COUNCIL AUTHORIZING THE INTERIM POLICY ON AIRPORT SHUTTLE SERVICE; CASE OF *BEST OF HILTON HEAD***

**WHEREAS**, the Hilton Head Island Airport does not have a current shuttle service policy; and

**WHEREAS**, “The Best of Hilton Head” operates a shuttle service and requested to operate at the Hilton Head Island Airport; and

**WHEREAS**, the FAA sponsor assurances require that airports make every effort to become financially self-sufficient; and

**WHEREAS**, the interim shuttle policy provides a revenue-generating opportunity in favor of the Hilton Head Island Airport via a \$1.00 per passenger (\$5.00 minimum per vehicle per trip) charge; and

**WHEREAS**, Council has determined that the proposed shuttle service is in the best interest of its citizens as a means of transporting residents and citizens who use the Hilton Head Island Airport.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the Hilton Head Island Airport to implement the subject interim policy on shuttle service

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award to First Construction Management for IFB #081023E Bluffton Parkway Pathway Project (\$227,010.44)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – August 28, 2023
<b>PRESENTER INFORMATION:</b>
Eric Claussen – Director of Engineering (5 mins)
<b>ITEM BACKGROUND:</b>
On July 10, 2023, Beaufort County published IFB #081023E Bluffton Parkway Pathway Project requesting competitive bids for the material procurement and construction of a pathway along Bluffton Parkway near SC 46. On August 10, 2023, The County received four (4) bids to perform the specified scope. First Construction Management was the apparent lowest responsive bid.
<b>PROJECT / ITEM NARRATIVE:</b>
As part of the 2018 one cent transportation sales tax, a program of pathways was identified for construction to provide better and safer access to pedestrians at key areas on Beaufort County. This pathway along Bluffton Parkway was one of the projects identified and will connect two existing pathways near SC 46. The project was originally bid June 9, 2022 with no contract ever being executed. The project was put out to rebid July 10, 2023 with an alternative allowing a concrete pathway. The project will consist of all materials and construction to complete approximately 650' of 8' wide concrete pathway extending from the SC 46 to the existing pathway at Soperton Dr.
<b>FISCAL IMPACT:</b>
The contract fee is for materials and construction in the amount of \$189,175.37. Staff recommends a 20% contingency of \$37,835.07, bringing the project's total cost to \$227,010.44. The funding for this project will be 2018 One Cent Sales Tax – Sidewalks and Pathways account number 47050011-54510 with a balance of \$21,274,070.40.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award First Construction Management for IFB #081023E Bluffton Parkway Pathway Project
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation to award First Construction Management for IFB #081023E Bluffton Parkway Pathway Project  <i>Next Step: Move forward to County Council to award First Construction Management for IFB #081023E Bluffton Parkway Pathway Project</i>

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 14.



<b>Project Name:</b>	Bluffton Parkway Pathway Project
<b>Project Number:</b>	IFB 081023E
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	10-Aug-23
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price
First Construction Mainagement	X	X	X	X	Self Performing	NA	\$ 189,175.37
Atlantic Asphalt	X		X	X	Self Performing	NA	\$ 275,869.82
AOS Specialty Contractors	X		X	X	X	X	\$ 361,606.26
JS Construction	X	X	X	X	X	X	\$ 254,413.82

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

*David L. Thomas*  
 Bid Administrator Signature

*Victoria Moyer*  
 Bid Recorder



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to purchase a Mower Max with front lift and boom attachments for the Public Works Department - Roads and Drainage Division (\$276,786.29)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – August 28 <sup>th</sup> , 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
The purchase of a new Mower Max is to replace a 2004 John Deere 7220 Farm Tractor with boom arm that has 4,334 hours.
<b>PROJECT / ITEM NARRATIVE:</b>
Purchase of Mower Max with mulching head, boom, and front lift attachment. The Mower Max is a piece of equipment that is used in numerous different facets and is essential to a more efficient and productive operation for the Roads and Drainage Division for the maintenance of County rights of way and roadside systems.
<b>FISCAL IMPACT:</b>
A quote has been provided from ATMAX, sole source in the amount of \$276,786.29. The funding source for this item was approved in the FY2024 budget meeting for Public Works account number 10401301-54000.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the purchase of a Mower Max with front lift and boom attachments for the Public Work Department
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the recommendation to purchase a Mower Max with front lift and boom attachments for the Public Works Department. <i>(Next Step: Move forward to County Council for on September 11, 2023)</i>

# MOWERMAX<sup>TM</sup>

## Boom Mower

Item 15.



**MADE IN FLORIDA**

# ENGINEERED FOR PERFORMANCE

Item 15.

The revolutionary, **3rd Generation MowerMax Boom Mower** is designed and purpose built from the ground up to have the best **Stability, Visibility, Maneuverability and Versatility** of any boom mower on the market. The MowerMax is a heavy-duty boom mower that is also very safe, easy to operate and maintain.



## OPTIMUM STABILITY

The MowerMax is designed to have a low center of gravity. The counterweights are mounted directly opposite the boom for maximum benefit and it's easy to add additional counterweights. These features combined with the rear axle stabilizer system, make the MowerMax an extraordinarily stable machine.



## INCOMPARABLE VISIBILITY

The MowerMax cab forward design greatly enhances the operator's visibility making for a much more productive and safer cutting experience. Plus the right side of the cab has an unobstructed view.



## EXTREMELY SIMPLE & COMFORTABLE

The MowerMax is extremely simple to operate and very comfortable for the operator! The MowerMax is easy to get into and out of with non slip coated steps integrated into the main counter-weight. The cab has a plush, Grammer air-ride suspension seat with tilt and lumbar, a tilt & telescoping steering wheel with steering knob, 6.2in color AM/FM/CD stereo with Bluetooth & optional Backup Camera, and a 7in Control Display.



## OUTSTANDING MANEUVERABILITY

The MowerMax has hydrostatic, 2 speed transmission which is operated by two foot pedals and comes with permanent 4 wheel drive with 45% limited slip front axle and 100% operator controlled rear differential lock. The MowerMax Boom also has 4 wheel steering with 3 different steering modes: **1) 4 Wheel Steer 2) Front Wheel Steer or 3) Crab Steer.** These three steering modes allows the MowerMax to be extremely maneuverable and productive. Lastly all of MowerMax booms come with 180 degree rotation with a helical actuator for maximum operating flexibility.



4-WHEEL



FRONT



CRAB

## SERIOUS VERSATILITY

The MowerMax Boom is extremely versatile with 4 different boom head attachments as well as the optional front lift arms with universal quick attach mounts that allows you to use over 30 common skid steer attachments.



60in Rotary Deck



50in HD Flail



90in Quad Saw



50in Fecon Mulcher



Universal Quick Attach



84in Broom



96in Front Rotary Deck

# EXCEPTIONALLY SAFE

Item 15.

**ATMAX Equipment** knows that boom mowing often happens on busy roads under rough conditions, so safety of the operator and the machine are of utmost importance! **1/2in Lexan Glass** on boom side. **ROPS & FOPS** - Most tractors and other purpose built boom mowers only have ROPS even though all trim trees with them! **Bright Yellow Powder Coated Paint** with 2 front LED daytime running lights, 2 reflective SMV diamonds, 2 - SAE Class 1 strobes, 1 - 35in LED directional control bar, 12 amber/white mini LED flashers, and over 30ft of reflective decals and DOT tape.



# MOWERMAX BOOM MOWER SPECIFICATION

Item 15.

## Power Unit Specs

Engine	Cummins F 3.8QSF 154 HP Stage V Turbo Diesel
Cooling System (Engine & Hydraulic)	Horizontally-mounted Radiator/CAC/Oil Cooler with High Flow Fan & Reversing Cleanout System
Transmission	Two Speed Closed Loop Hydrostatic with Double Foot Pedal Controls, Optional 4 Speed Transmission with 220% more torque
Drive Train & Steering	Permanent 4-Wheel Drive with 4-Wheel Steering and 3 Steering Modes
Differential Lock	45% Limited Slip on Front Axle and 100% Operator-controlled Rear Locking Rear Axle
Parking Brake	Standard SAHR Electric over Hydraulic
Service Brake	Standard Foot Pedal Controlled
Tires	460/70-R24 Radial with Multiuse Tread or 550/45-22.5 22 Ply Flotation with Lug Tread
Ground Speed	0-8 MPH Work Mode 0-25 MPH Travel Mode

## Boom Arm Specifications

Boom Controls	Multifunction, Electric Over Hydraulic Joystick
Boom Lengths	Approximately 22ft, 24ft, 26ft & Telescoping 27ft to 30ft
Boom Rotation	180 Degrees with Helical Actuator with Cross Port Relief
High Flow Hydraulics to Boom Attachments	Closed Loop Hydrostatic Pump with 30GPM @ 5000psi
<b>Available Boom Attachments:</b>	
Rotary Decks	50in & 60in with Hydraulic Door & Optional 90 Degree Swivel
Mulching Head	50in Fixed Tooth Mulching mfg for MowerMax by Fecon with optional 180 Degree Swivel
Saw Heads	48in Single Blade Direct Drive, 69in Triple Blade Belt Drive & 90in Quad Blade Belt Drive
Flail Heads	50in Brush Flail & 60in Grass Flail with optional 180 Degree Swivel
Ditch Maintainer	22in Cutting Width with Hydraulically Controlled Debris Shute
Log/Debris Grapple	55in Wide (open) Grapple with 360 Degree Rotation

## Front Lift Arm Specs (Optional)

Attachment Types	Most Universal Skid Steer Mount Attachments
Lift Capacity	2500lbs
High Flow Hydraulics to Attachments	Closed Loop Hydrostatic Pump with 30GPM @ 5000psi

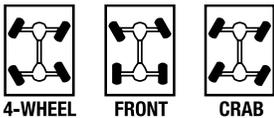
## General Specs

Width with Boom in Stow	100in
Length with Boom in Stow (no boom attachments)	236in
Height	112in
Weight (with 24ft boom & no attachments)	19,500lbs approximately
Diesel Fuel Tank Capacity	48 Gallon Aluminum Tank with Locking Fuel Cap
DEF Tank Capacity	5 Gallons

## Cab & Safety Features

Grammer Air Ride Suspension Seat with Back Rest, Lumbar, Tilt with Operator Presence Switch & Seatbelt with Switch  
 Tilt Steering Column with Telescoping Steering Wheel with Knob  
 Easy to View, Adjustable 7in Color Display with All Gauges and Warning Signals  
 6.2in Color AM/FM/CD Stereo with Bluetooth and Optional Backup Camera  
 Front Hedlights with LED Daytime Running Lights and Rear LED Brake Turn and Backup Lights  
 12 Amber/White LED Mini Flashers on all 4 Sides  
 1 - Cab Mounted, Amber LED Bar and 1 - LED Directional Control Bar on Rear on Cab  
 Backup Alarm  
 2 Reflective SMV Diamonds and over 28ft of Reflective DOT tape  
 Certified ROPS - ISO 3471 & FOPS - ISO 3449

## STEERING MODES



6902 East 7th Avenue • Tampa, FL 33619

Sales: 813-634-1111

WWW.MOWERMAX.COM



**Call to schedule a demonstration:**

**DAVID:** 813-781-0100  
(FL, TX, LA, VA, WV, MO)

**NEAL:** 423-595-4897  
(AL, AR, GA, TN, SC, NC)

**PATRICK:** 614-306-68  
(OH, IN, KY, IL, MI, PA)

# **MOWERMAX<sup>®</sup>**

## **Boom Mower**

Item 15.

### **Boom Arm Attachments**



**50in & 60in Rotary Deck**  
*with optional 90 Degree Swivel*



**50in Fecon Mulching Head**  
*with optional 180 Degree Rotate*



**50in Hammer Flail**  
*with optional 180 Degree Rotate*



**62in Standard Flail**  
*with optional 180 Degree Rotate*



**50in HD Flail with**  
*optional 180 Degree Rotate*

# Boom Arm Attachments



**Triple or Quad Saw**  
with optional 90 Degree Rotate



**48in Single Saw**  
with optional 90 Degree Rotate



**55in Grapple with 360 Rotator**  
(available on summer 2021 units)



**22in Ditch Maintainer**  
with Adjustable Hydraulic Chute

**ATMAX**  
EQUIPMENT CO.

6902 East 7th Avenue • Tampa, FL 33619

Sales: 813-634-1111

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# **MOWERMAX<sup>®</sup>**

## **Boom Mower**

Item 15.

### **Front Lift Arm Attachments**



***Angled Broom***



***96in Rotary Mower***



***Cold Planer (pot hole repair)***



***Buffalo Blower***  
(for dirt, leaves and light snow)



***Chipper***



***Guardrail Mower***

# Front Lift Arm Attachments



**Stump Grinder**



**Brush Grapple**  
(moving debris off roads)



**Pavement Saw**



**Trencher**



**Dozer Blade**



**Pallet Forks**



**Snow Blower**



**120in Snow Plow  
with Hydraulic Angling**



**Snow Pusher**

**ATMAX**  
EQUIPMENT CO.

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Sales: 813-634-1111

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6902 E. 7th Ave.  
Tampa, FL 33619

8136341111 x 4

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Item 15.  
**Quote**

Date	Quote #
8/2/2023	4150

Name / Address
Beaufort Co, SC 120 Shanklin Rd Beaufort SC 29906

Rep
NC

Item	Description	Qty	Cost	Total
MMB Gen 3 New	Mower Max Boom - Gen 3	1	191,282.50	191,282.50T
24ft Boom Arm	24ft Boom Arm without Head Attachment	1	14,386.45	14,386.45T
Rotary Deck MMB	60in Rotary Deck with hydraulic controlled deck door, Quick Disconnect and 90 Degree System	1	16,363.75	16,363.75T
Front Lift	Front Lift Arms with Universal Attachment Mount and Hydraulic QDS	1	10,416.25	10,416.25T
Rev Fan	Reversing Radiator Fan	1	1,088.75	1,088.75T
MM Boom Std - Gen 3	STANDARD EQUIPMENT INCLUDED: 154 HP Turbo Diesel, Stage V Cummins 4-Speed Hydrostatic Transmission 6 Section Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Cab certified for both ROPS - ISO 3471 and FOPS - ISO3449 Red Dot AC/Heat Cab with AM/FM/DVD 6.2in Touchscreen with Blue Tooth and iPod Control Heavy duty Radial Multi-Purpose Tires 180 Deg Boom Rotation Full time 4WD and 4 Wheel Steering with Rear Axle Stabilizer Front headlights with LED daytime running lights, turn lights and rear brake lights with turn lights 1-Class 1 LED Strobes, 12 LED Mini Flasher/Strobes and 1 - 36in LED Directional Control Bar 12v Air-ride, Grammer cloth seat with lumbar, tilt, arm rest & two safety switches Training - Operator and Safety Back-up alarm and camera		0.00	0.00T
SHIPPING & HANDL...	SHIPPING & HANDLING - Included	1	0.00	0.00
SC Contract	SC State Contract No. 4400032503		0.00	0.00T
	Quote is good through 10/1/23			
	Sales Tax		7.00%	16,347.64

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<b>Total</b>	\$249,885.34
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6902 E. 7th Ave.  
Tampa, FL 33619

8136341111 x 4

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Item 15.  
**Quote**

Date	Quote #
8/2/2023	4151

Name / Address
Beaufort Co, SC 120 Shanklin Rd Beaufort SC 29906

Rep
NC

Item	Description	Qty	Cost	Total
Stump Grinder	Stump Grinder for front lift arms		10,249.50	10,249.50T
Ditch Maintainer	Ditch Maintainer with Quick Disconnect System	1	15,128.75	15,128.75T
SC Contract	SC State Contract No. 4400032503		0.00	0.00T
	Quote is good through 10/1/23			
	Sales Tax		6.00%	1,522.70

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<b>Total</b>	\$26,900.95
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# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to purchase a Bucket Truck (Dodge RAM 5500 4x4 Cummins Diesel Terex LT40) for Traffic Operations (\$162,299) under State Contract #060920
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – August 28 <sup>th</sup> , 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
New vehicle (aerial equipment) purchase.
<b>PROJECT / ITEM NARRATIVE:</b>
Purchase of a Bucket Truck for Traffic Operations.
<b>FISCAL IMPACT:</b>
A quote has been provided from Custom Truck One Source. This is on Source Well Contract # 060920, in the amount of \$162,299. The funding source for this item was approved in the FY 24 budget for Public Works. Account number 10401301-54000.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Public Works Director and the Fleet Manager recommend approving the purchase of the Bucket Truck for Traffic Operations to replace 2008 F450 Bucket Truck 128,501 miles (failed Safety inspection due to over the 10 years/125,000 miles)
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation to approve the purchase of the Bucket Truck. <i>Next Steps - A Majority Vote for Acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>



# Terex LT40 Aerial Device RAM 5500 4x4 Diesel Spec # (L40R550LB4X4D)

## CHASSIS SPECS & BODY SPECS

### ENGINE

6.7L I6 Cummins Turbo Diesel  
Heavy Duty Engine Cooling

### TRANSMISSION

Heavy Duty 6 Speed Automatic  
Auxiliary Transmission Cooler  
Man. Shift-On-The-Fly Transfer Case

### BRAKE SYSTEM

Anti-Lock 4-Wheel Disc Brakes

### FUEL TANK(S)

52 Gallon Capacity  
Small DEF Tank

### FRONT AXLE

4.10 Ratio  
Conventional Differential  
Stabilizer Bar  
225/70R 19.5G All Traction Tires

### REAR AXLE(S)

Anti-Spin Differential Rear Axle  
Heavy Duty Stabilizer Bar  
Dana@S111 Rear Axle  
225/70R 19.5G All Traction Tires  
4.10 Ratio

### CHASSIS FEATURES

40/20/40 Split Bench  
Air Conditioning  
Uconnect 3.0 AM/FM  
Power/Convenience Package  
Electronic Vehicle Info. Center  
Chrome Appearance Group  
50 State Emissions

**GVWR** 19,500 lbs



### LINE BODY

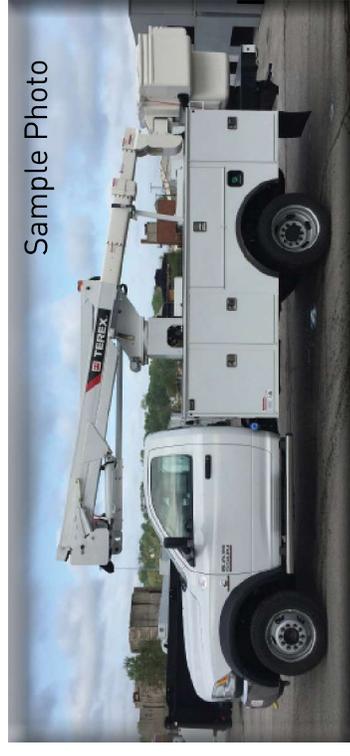
16 Ga. Galvalume Body Materials.  
12 Ga. Hot Rolled Treadplate Floor.  
12 Ga. Hot Rolled Treadplate Compartment Tops.  
Stainless Steel Automotive Rotary Type Door Latches.  
Chain Stops On All Doors.  
Double Panel Body Doors.  
Rubber Rolled Crown Type Fenders.  
(Installed With Cutouts)  
Master Door Lock System.  
Front Bulk Head - Bolt On  
Shelving / Hooks  
Streetside Compartmentation:  
(1) Vertical  
In #2 Vertical - Full Size Gripstrut Access Steps To  
Bed Area  
(1) Horizontal  
(1) Rear Vertical  
Full Size Hotstick Shelf With Rear Dropdown Access Door.  
Curbside Compartmentation:  
(2) Vertical  
Full Size Gripstrut Access Steps To Bed Area.  
(1) Horizontal  
(1) Rear Vertical:  
Full Size Tailshelf With 7-Lamp Light Bar  
Installed At Rear.  
Rear Lighting LED In Tailshelf:  
Rubber Mounted Recessed Rear Lighting Kit With  
Harness - Installed  
Wheel Chock Storage:  
Two Built Into Body Wheelwells Curbside.  
4 Outrigger Pads & Storage.  
Tailgate:  
Removable Composite Wood Tailgate Installed  
At Rear Of Load Space.  
Removable Composite Wood Sidegate.  
Single Top Mount Amber Strobe Light.  
Grab Handles:  
Two (2) Bolt-On Type  
Paint:  
Powder Coat Body And Inside Of Compartments  
Paint White.  
Non-Skid Applied To Bed Area Floor,  
Compartment Tops And Tailshelf - Roll-On  
Type (Not A Bedliner)  
Rubberized Protective Undercoating.

## EQUIPMENT SPECS

### HI-RANGER FEATURES:

Working Height - 45'6"  
Side Reach - 26'6"  
Lower Controls - Individual Levers @ Turntable  
Lower Boom Filament Wound Hi-Strength Fiberglass Insert  
Providing Insulation Gap  
Upper Boom Filament Wound Hi-Strength Fiberglass Boom  
Providing Insulation Gap  
Boom Rest w/ Ratchet Style Tie Down  
Continuous Unrestricted Rotation  
Rated for 46KV Category C Machine  
in Accordance w/ ANSI/SIA A92.2-2009  
Full Pressure Open Center Hydraulic System  
Powder Coat Painted White  
Two Complete Service Manuals, Warning Decals  
24" x 30" x 42" End Mounted Platform  
w/ (1) Access Step w/ Non-Slip Surface  
Safety Harness and Lanyard  
Insulated Platform Liner: Tested at 50KV AC  
Waterproof Platform Cover  
Auxiliary Power  
Boom Tip w/ 4-Function Controls and Platform Rotator  
Upper Controls - "Control Plus"  
Single Stick Controller  
Platform Rated @ 400 lbs  
Hydraulic Platform Rotator  
Hydraulic Platform Tilt @ Lower Control  
Hydraulic Tool Outlets @ Platform  
Torsion Bar For Stability

### Sample Photo



ETA 4th Quarter 2023

PRICE: \$160,799 USD

*Price Is Subject To Change Without Notice And Is Not Guaranteed Due To Fluctuation In Material Or Component Prices, Including Manufacturer's Surcharges.*

Sample 60 Month Lease Payment: \$2,601 Subject To Approval  
For More Details Call Custom Truck Capital (833) CTC-FIN1

Ex Works: Union Grove, WI

Item 16.

888-684-8146 [www.customtruck.com](http://www.customtruck.com)

ASK ABOUT THE CUSTOMIZED AND FLEXIBLE LEASING & FINANCING SOLUTIONS AVAILABLE FROM CUSTOM TRUCK CAPITAL

DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions. Pictures are representative and may not be identical.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to purchase a Dump Truck for the Public Works Department - Roads and Drainage Division (\$253,143.00)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – August 28 <sup>th</sup> , 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (3 Minutes)
<b>ITEM BACKGROUND:</b>
Ther purchase of a new dump truck is to replace a 2004 Dump Truck with 252,480 miles. Standard replacement schedule is for 10 years/120,000 miles.
<b>PROJECT / ITEM NARRATIVE:</b>
Purchase of the Dump Truck for the Public Works Department – Roads and Drainage Division.
<b>FISCAL IMPACT:</b>
A quote has been provided from Peterbilt. This is on Source Well Contract # 060920, in the amount of \$253,143.00 The funding source for this item was approved in the FY 24 budget for Public Works. Account number 10401301-54000.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends to the purchase of the dump truck for Public Works as planned in the current fiscal year budget.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the recommendation to purchase of the Dump Truck for Public Works. <i>(Next Step: Move forward to County Council for on September 11, 2023)</i>



KEEPING CUSTOMERS FOR LIFE



Item 17.

07-26-23

LENNY A. CARPENTER  
TLG PETERBILT FLORENCE

CUSTOMER COMPANY NAME    Beaufort County c/o Beaufort County Council  
CUSTOMER ADDRESS            120 Shanklin RD  
CUSTOMER CITY, STATE, ZIP    Beaufort SC 29906

**Regarding: 2024 Peterbilt 567 DUMP**

To Whom It Concerns:  
REGARDING: SOURCEWELL QUOTATION FOR NEW 2024 PETERBILT 567 TRI  
AXLE DUMP CONTRACT # 060920

The Larson Group Peterbilt is pleased to bid on a new 567 DUMP truck for you.

2024 Peterbilt (567) specifications  
Price does not include SC STATE TAX  
Price includes pre-delivery inspection.  
Price is FOB our dealership location in, FLORENCE SC

TRUCK PRICE =	\$214,732.00
ADD ON'S INCLUDE LOGAN BODY, WITH HIGHLIFT GATE,	\$35,160.00
25 TON PINTLE HOOK	\$3,251.59
FOB TLG PETERBILT FLORENCE SC =	\$253,143.00

Please call or email me if you have any questions regarding this quotation.

We look forward to doing business with you and your agency.

Sincerely

LENNY CARPENTER  
TRUCK SELLS  
PETERBILT OF FLORENCE  
1-800-456-8177  
CELL # 843-339-8167  
lcarpenter@tlgtrucks.com



THE LARSON GROUP    **TLGTRUCKS.COM**  
Phone: 417.865.5355    3026 N Mulroy Road  
Fax: 417.869.7738    Strafford, MO 65757



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to Approve the Purchase of Four Replacement Ambulances for Beaufort County EMS Department (\$1,039,984.00)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee on August 28, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACA Infrastructure (10 minutes)
<b>ITEM BACKGROUND:</b>
In FY 2022, two ambulance remounts were approved in the budget and ordered from HGAC Buy Cooperative. In FY 2023, two new ambulances were approved in the budget and ordered with the same vendor. As of the start of FY 2024, none of the four ordered ambulances had been built nor delivered to the County.
<b>PROJECT / ITEM NARRATIVE:</b>
Recently, the EMS department was notified by HGAC Buy Cooperative that four new ambulances were made available due to a canceled order from another entity. The EMS department has confirmed that the four new ambulances available meet the specifications of those previously ordered and would be a suitable replacement. The vendor has confirmed that if we accept the four new ambulances, we can cancel our two previous orders at no charge.
<b>FISCAL IMPACT:</b>
Since we have closed out the FY 22 books, if we cancel that order the allocated funds will return to the General Fund. The funds for the FY 23 order have been rolled forward to FY 24 budget. In the FY 24 Capital Fund, \$1,203,000 was budgeted for EMS ambulance purchases. Between the FY 23 rollover funds and the FY 24 Capital Funds, there is sufficient funding to purchase the four ready-to-go ambulances.  FY 23 Account# 10001230-54000 via PO 20220701 (Balance of \$310,878) FY 24 Account# 10401230-54000, EMS Vehicle Purchase (Balance of \$1,203,000)  Total Cost: \$259,996.00 each x 4 ambulances = \$1,039,984
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends canceling the previous orders of four ambulances from HGAC Buy Cooperative for the purchase of four ready-to-go ambulances from the same vendor for a total purchase cost of \$1,039,984.00.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Approve the purchase of four ready-to-go ambulances from HGAC Buy Cooperative for a purchase cost of \$1,039,984.  Deny the purchase of four ready-to-go ambulances from HGAC Buy Cooperative, keep the existing ambulance orders with the same vendor, and wait for the delivery of those previously ordered vehicles.  <i>(Next Step: Pending approval to purchase, this item would move forward to County Council for approval on September 11, 2023)</i>

