



County Council Meeting Beaufort County, SC

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

**Monday, September 23, 2024
5:00 PM**

AGENDA

COUNCIL MEMBERS:

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

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- *Council Member Paula Brown*
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 - *Special Called Council Meeting of July 23, 2024*
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH - Vice-Chairman Lawrence McElynn
- [8.](#) UPDATE ON THE PROGRESS OF HISTORIC MITCHELLE- *Mr. Ahmad Ward, Executive Director*

CITIZEN COMMENTS

[9.](#) **CITIZEN COMMENT PERIOD - 15 MINUTES TOTAL**

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

COMMITTEE REPORTS

10. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

11. APPROVAL OF CONSENT AGENDA

- [12.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO REPEAL AND REPLACE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, DIVISION 4 (BEAUFORT COUNTY PURCHASING ORDINANCE); TO ESTABLISH NEW POLICIES OF CENTRALIZED PURCHASING AND COMPETITIVE BIDDING FOR COUNTY AGENCIES (A NEW PURCHASING ORDINANCE); DELEGATING PURCHASING AUTHORITY TO THE COUNTY PURCHASING DIRECTOR; ESTABLISHING PROCEDURES FOR THE PURCHASING OF GOODS AND SERVICES AS REQUIRED BY COUNTY AGENCIES; AND OTHER MATTERS RELATED THERETO

Vote at First Reading on August 26, 2024 - 11:0

Vote at Second Reading on September 9, 2024 - 11:0

- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ACCEPTING THE TRANSFER OF AUTHORITY FOR CONDUCTING MUNICIPAL ELECTIONS FROM THE TOWN OF PORT ROYAL TO THE BEAUFORT COUNTY BOARD OF VOTER REGISTRATION AND ELECTIONS

Vote at First Reading on September 9, 2024 - 11:0

- [14.](#) FIRST READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 3.1.60 (CONSOLIDATED USE TABLE), 3.3.40 (COMMUNITY CENTER MIXED USE (C4) ZONE STANDARDS), AND 3.3.50 (REGIONAL CENTER MIXED USE (C5) ZONE STANDARDS) TO ALLOW DWELLING: SINGLE FAMILY DETACHED UNIT IN C4 NEIGHBORHOOD MIXED USE AND C5 REGIONAL CENTER MIXED USE

- [15.](#) FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO ARTICLE 1 (GENERAL PROVISIONS), DIVISION 1.3 (APPLICABILITY AND JURISDICTION), SECTION 1.3.50 (EXEMPTIONS) OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO PROVIDE EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICES USES

- [16.](#) FIRST READING OF AN ORDINANCE FOR A COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN

- [17.](#) FIRST READING OF AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES PART 1 GENERAL ORDINANCES, CHAPTER 46 HEALTH AND SANITATION, ARTICLE IV ALCOHOL AND DRUG ABUSE BOARD SECTIONS 121 PURPOSE AND 122 POWERS AND DUTIES; AND REPEALING SECTION 46-122 MEMBERSHIP

- [18.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD

CITIZEN COMMENTS

19. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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EXECUTIVE SESSION

- 20. PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING CLAIMS OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (BEAUFORT COUNTY v. BROAD CREEK DEVELOPMENT, LLC)
 - 21. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO SETTLEMENT OF LEGAL CLAIMS (WALLS V BEAUFORT COUNTY AND JAMES BECKERT)
 - 22. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO PENDING LITIGATION (HOLLAND V BEAUFORT COUNTY)
 - 23. PURSUANT TO S.C. CODE SECTION 30-4-7(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION AND POTENTIAL CLAIMS (FAA MATTER)
-

END OF EXECUTIVE SESSION

- 24. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 25. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Community Services and Public Safety Committee

1. THIRD READING OF AN ORDINANCE AUTHORIZING BEAUFORT COUNTY MEMORIAL HOSPITAL TO PLEDGE REVENUES IN CONNECTION WITH THE ISSUANCE BY THE SOUTH CAROLINA JOBS ECONOMIC DEVELOPMENT AUTHORITY OF ITS HEALTHCARE REVENUE BONDS (SOUTH OF BROAD HEALTHCARE PROJECT) SERIES 2024 IN THE AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$120,000,000; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO

Vote at First Reading on August 26, 2024 - 11:0

Vote at Public Hearing and Second Reading on September 9, 2024 - 11:0

2. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B (**FISCAL IMPACT: The cost of the purchase is be the appraisal value, \$1,140,000, plus closing costs. Funding for this project is Land Purchase account 4000-80-1000-54400 with a balance of \$3,000,000**)

Vote at First Reading on August 26, 2024- 11:0

Vote at Public Hearing and Second Reading on September 9, 2024 - 11:0

3. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

Vote at First Reading on August 26, 2024 - 11:0

Vote at Second Reading and Public Hearing on September 9,2024 -11:0

Items Originating from the Public Facilities Committee

4. APPROVAL OF A CHANGE ORDER TO DAVIS & FLOYD FOR RFP#092420TE LADY'S ISLAND ACCESS ROADS DESIGN AND ENGINEERING
5. APPROVAL OF A TRANSFER OF FUNDS BETWEEN AIRPORT ACCOUNTS AND A CONTRACT AWARD TO GULF STREAM CONSTRUCTION FOR IFB#081424 BEAUFORT COUNTY EXECUTIVE AIRPORT SITEWORK CONSTRUCTION SERVICES.
6. APPROVAL OF CONTRACT AWARD TO GULF STREAM CONSTRUCTION FOR IFB#072224 BEAUFORT COUNTY GOVERNMENT CENTER (NEW ARTHUR HORNE) PARKING LOT PROJECT

END OF CONSENT AGENDA

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

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



Special Called Meeting of County Council Beaufort County, SC

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

**Tuesday, July 23, 2024
5:00 PM**

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/311054>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00PM

PRESENT

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

ABSENT

Council Member Logan Cunningham
Council Member Gerald Dawson

2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the 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

Chairman Passiment stated public notice of this meeting had been published, posted, and distributed in compliance with SC FOIA

4. APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Tabernik, Seconded by Council Member Glover to remove item number 7, Pursuant To S.C. Code Section 30-4-70 (a)(2): receipt of legal advice where the legal advice relates to matters covered by the attorney-client privilege (S.C. Code Section 4-9-610 et seq.)

The Vote - Motion was approved without objection.

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

The Vote - Motion was approved without objection.

5. CITIZEN COMMENT PERIOD

There were no citizen comments.

6. EXECUTIVE SESSION

Motion: It was moved by Council Member Reitz, Seconded by Council Member Brown to have the executive session discussion in open so the public can hear.

The Vote - Voting Yea: Council Member Bartholomew, Council Member Brown, and Council Member Reitz. **Voting Nay:** Chairman Passiment, Vice-Chairman McElynn, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. The motion Fails 3:6

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard to go into executive session to discuss the following items:

Pursuant To S.C. Code Section 30-4-70 (a)(2): discussion of matters covered by the attorney-client privilege (inquiries and investigations pursuant to S.C. Code section 4-6-660- HSB)

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Nay:** Council Member Bartholomew, Council Member Brown, and Council Member Reitz. The motion passed 6:3.

7. MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to authorize the chairman of county council to release a report, which is titled report concerning council actions relating to procurement and purchasing issues. This report will detail the issues that have come to our attention as a result of the investigation council commission during the summer of 2023.

The Vote - Motion was approved without objection.

8. ADJOURNMENT

The meeting was adjourned at 5:36PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:

~ Proclamation ~

Whereas, September 15 through October 15 is observed nationwide as National Hispanic Heritage Month; and

Whereas, in 1968, California Congressman George E. Brown pushed to recognize the contributions of the Latino community leading to Congress passing the official request for President Johnson to mark September 15 and September 16 as the beginning of National Hispanic Heritage Week; and

Whereas, in 1987, Representative Esteban E. Torres of California proposed expanding the observance to cover a 31- day period and, in 1988, Senator Paul Simon from Illinois submitted a similar bill that successfully passed Congress; and

Whereas, on September 14, 1989, President George H.W. Bush became the first president to declare the 31-day period stating “Not all of the contributions made by Hispanic Americans are so visible or widely celebrated, however, Hispanic Americans have enriched our Nation beyond measure with the quiet strength of closely knit families and proud communities”; and

Whereas, National Hispanic Heritage Month traditionally honors the culture and contributions of both Hispanic and Latino Americans, celebrating heritage rooted in all Latin American Countries; and

Whereas, National Hispanic Heritage Month starts on September 15th, which marks the anniversary of independence for Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and

Whereas, National Hispanic Heritage Month running through October 15th also plays tribute to Mexico, Chile and Belize’s celebration of independence which is September 16th, September 18th and September 21st.

Now, Therefore, Be It Resolved, that Beaufort County Council does hereby proclaim September 15th through October 15th

“National Hispanic Heritage Month”

Dated this 23rd day of September 2024

Joseph Passiment, Chairman
Beaufort County Council

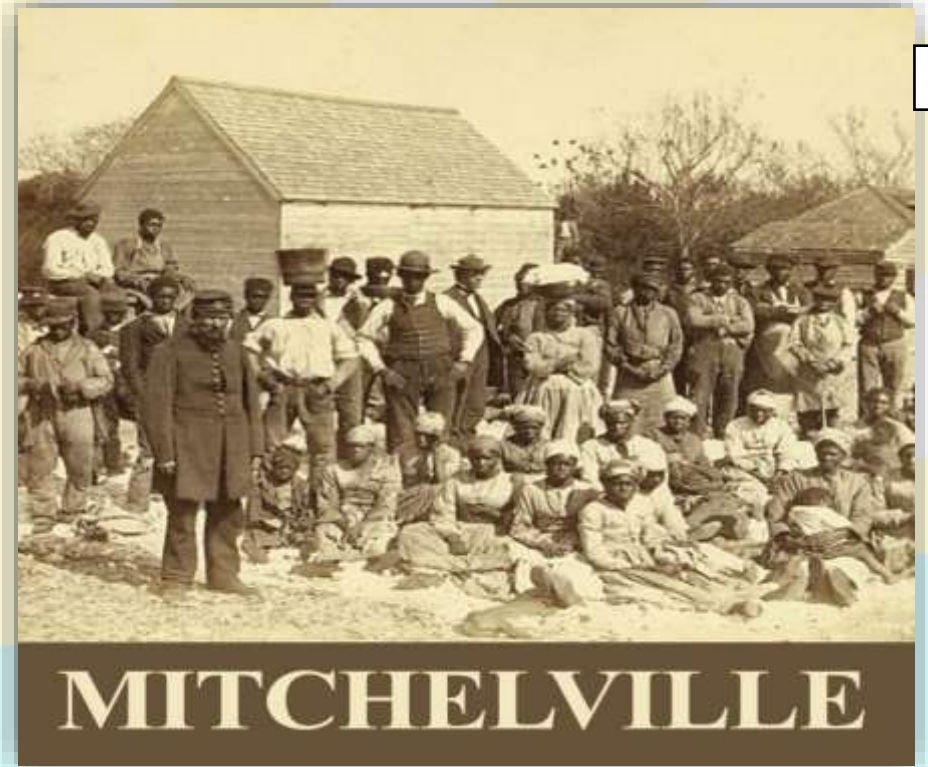
Historic Mitchelville Freedom Park Presentation



HISTORIC
MITCHELVILLE
FREEDOM PARK | EST 1862

OUR MISSION

The Historic Mitchelville Freedom Park (HMFP) is a 501(c)(3) non-profit organization whose mission is: To preserve, promote and honor Historic Mitchelville, the first town of self-governing formerly enslaved people in the United States



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62



Archaeologists from the Masters of Arts Public Archaeology program at Binghamton University led by Katherine Seeber have conducted excavations in the Park since 2017 and have helped us find evidence of one of the historic churches and helped us to map the site for future construction.

Our archaeology team uncovered what they believe is an outdoor cooking hearth or chimney base for a fireplace in a home. This is extremely important, because this would mark the only remaining intact structure on the Park site.



Item 8.
HMFP welcomed 1,530 people back to the Park for our 10th annual Juneteenth celebration at the Park on June 15th. There was a full week of events to commemorate, including a 5k, Drum Circle and a birding event with HHI Audubon. We had visitation from 15 different states for the week's activities.





Holiday Nights and Lights has quickly become a key event for HMFP. Last year's event brought 3000 people to the site.

8 Places Across the U.S. That Illuminate Black History

Over the years, many important African American landmarks have disappeared or fallen into disrepair. An effort to restore them promises a fuller understanding of American history as a whole.



Give this article



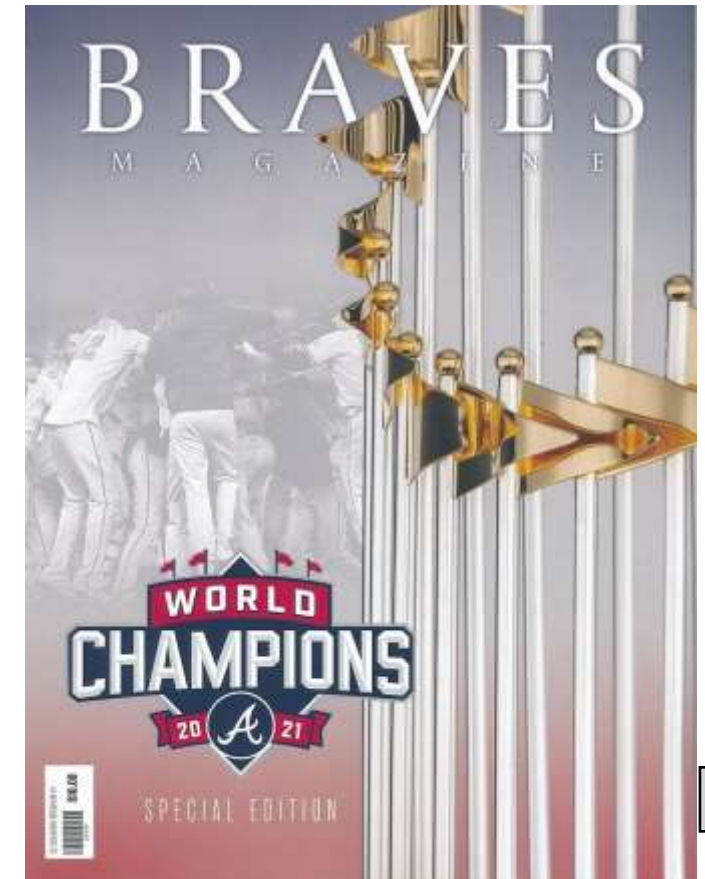
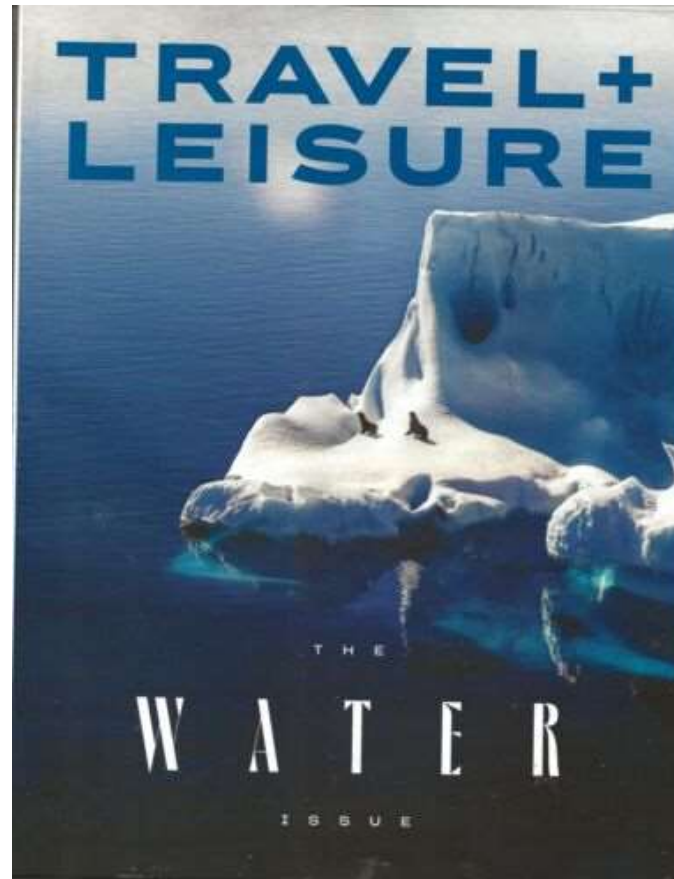
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In Birmingham, Ala., the 16th Street Baptist Church, site of the 1963 bombing that killed four little girls, is among the grantees of the National Trust for the Historic Preservation's African American Cultural

Mitchelville has been highlighted in major American periodicals such as USA Today and Travel and Leisure Magazine. The New York Times listed Mitchelville as one of the eight U.S. sites illuminating Black History.

Item 8.





HMFP enjoys important collaborations with ,
local and state cultural attractions, as well as
regional and national museums and
organizations

Item 8.



HISTORIC MITCHELVILLE FREEDOM PARK

SITE PLAN

Item 8.





Item 8.



HMFP unveiled 5 "Ghosted Structures" illustrating the homes along the historic area. We aligned these structures based on archaeology performed in the area.

The "Church / Archaic Reflection area, located at the site of one of the four Mitchelville churches also includes the imprint of a 4,000-year-old Indigenous group.

Item 8.



DESIGN BY: WLA STUDIO & PROUN DESIGN
www.wlandstudio.com www.proundesign.com





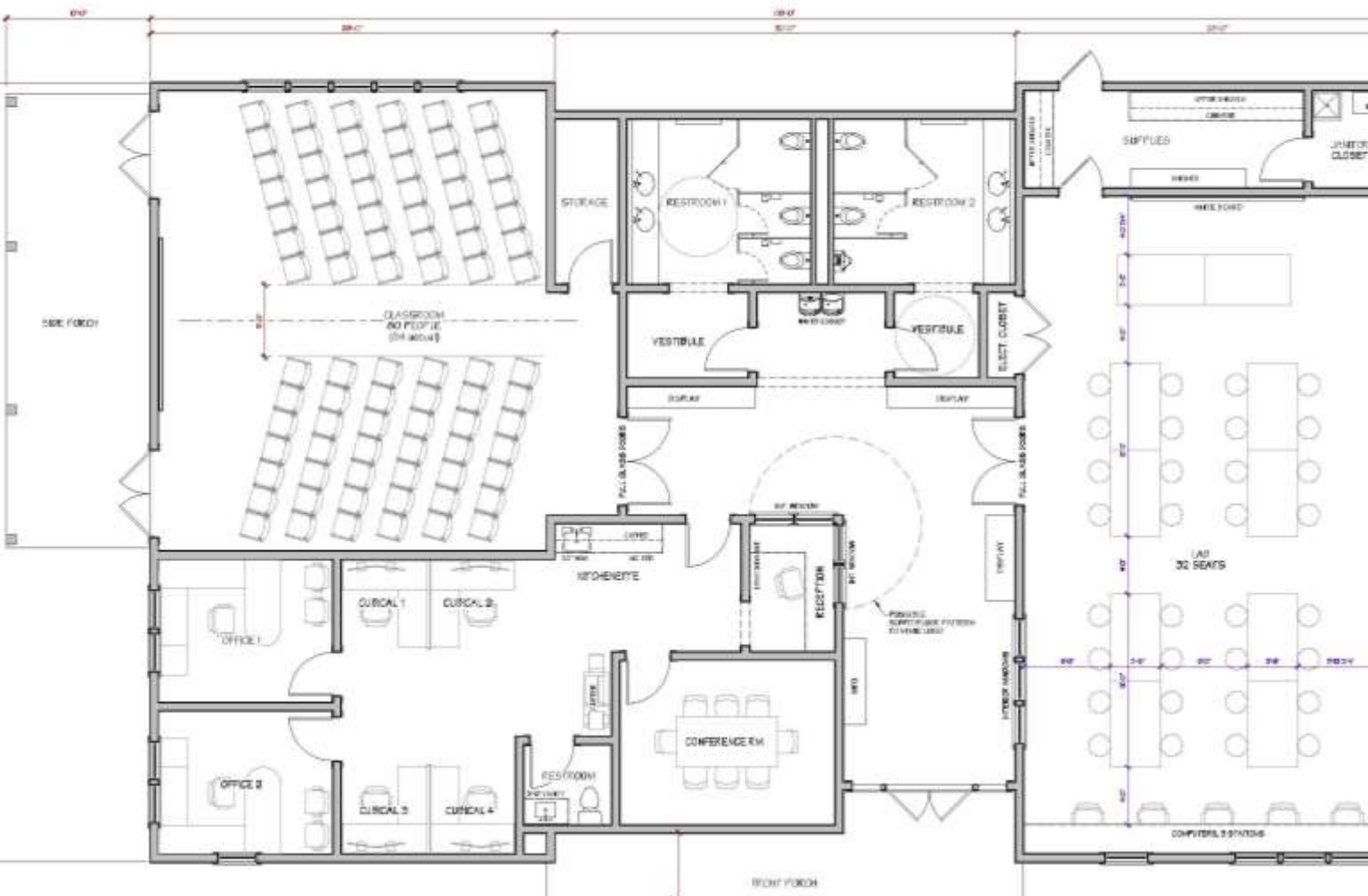
HISTORIC MITCHELLEVILLE FREEDOM PARK

Interpretive Site Plan

Item 8.



HMFP has been awarded \$2.5 Million dollars from the Mellon Foundation. This will support the implementation of site components consisting of the Freedom Plaza, An Archaeological Research Facility and Auditorium and aspects of the Interpretative Trail.



Item 8.



The Archaeological Research Facility and Auditorium will be a 4000 sq ft building that will allow us to process materials from excavations onsite and provide space for Mitchelville programs

Please visit us:

Web: <http://exploremitchelville.org/>

Facebook: <https://www.facebook.com/mitchelville>

Twitter: <https://twitter.com/mitchelville>

Instagram: <https://www.instagram.com/exploremitchelville>

Email: info@exploremitchelville.org
award@exploremitchelville.org

Questions?

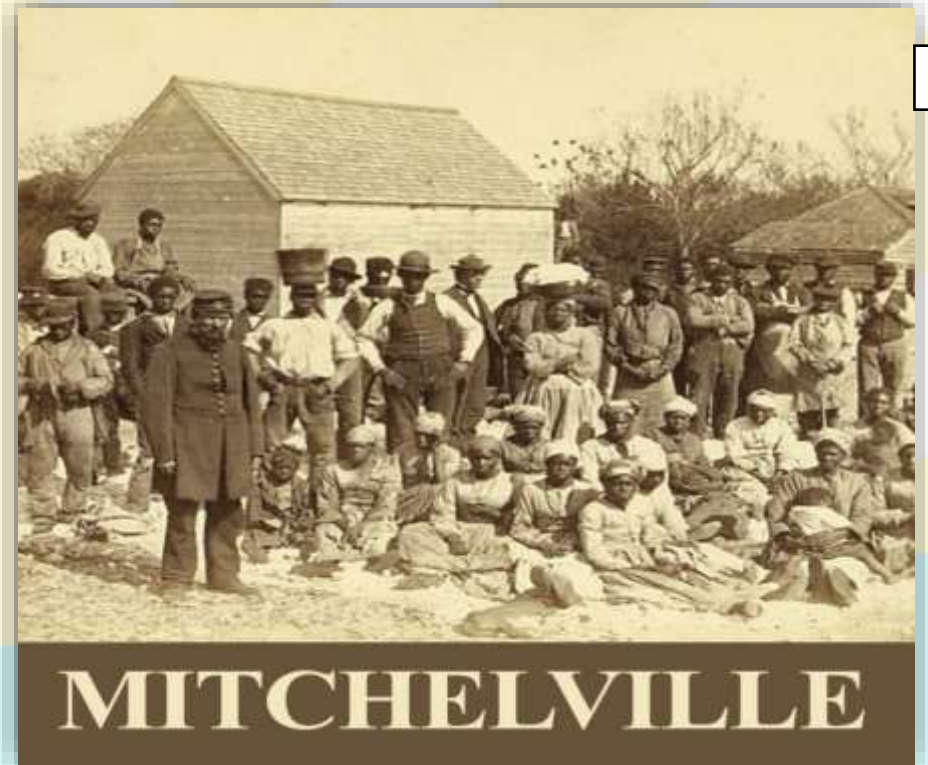
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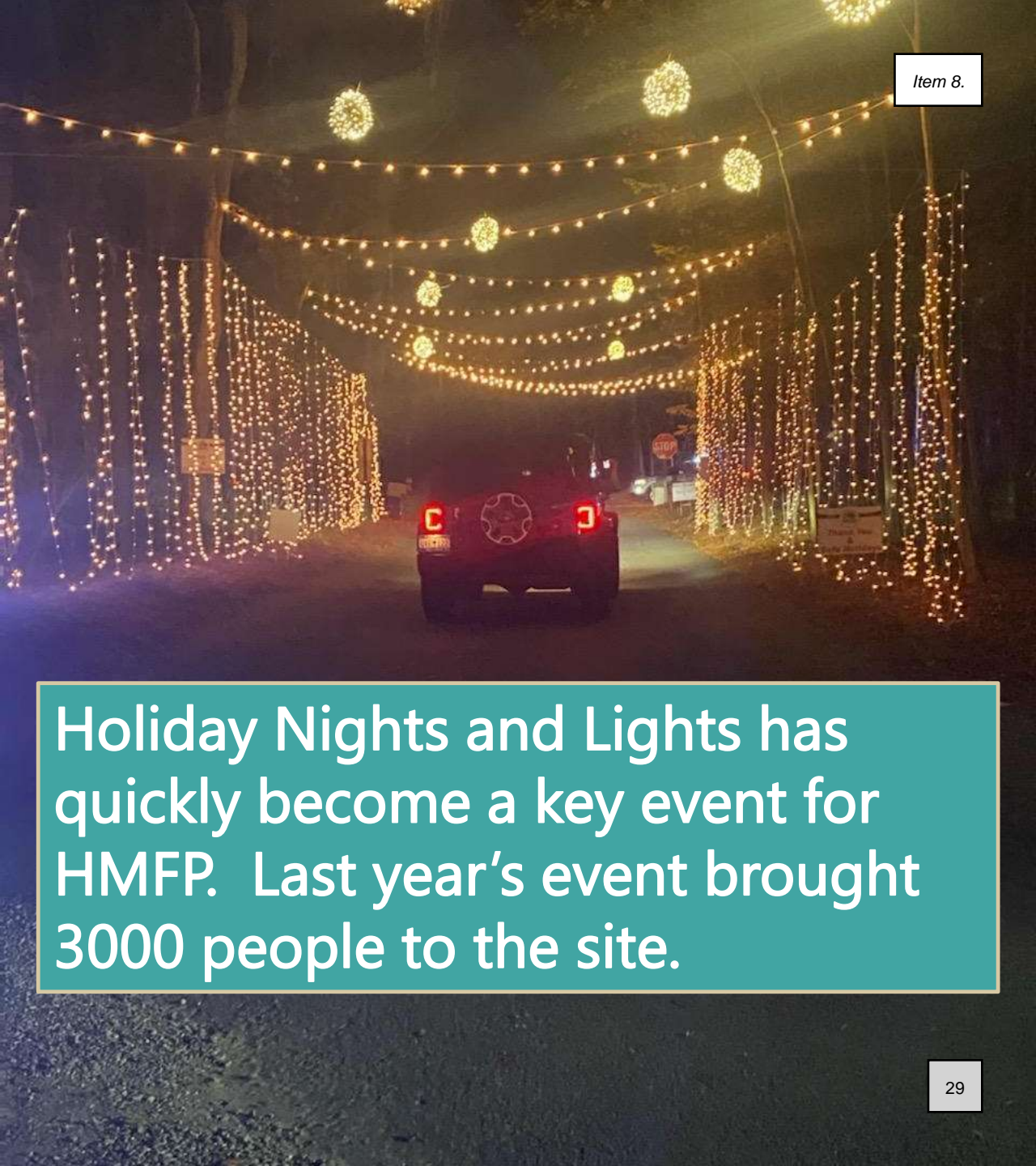
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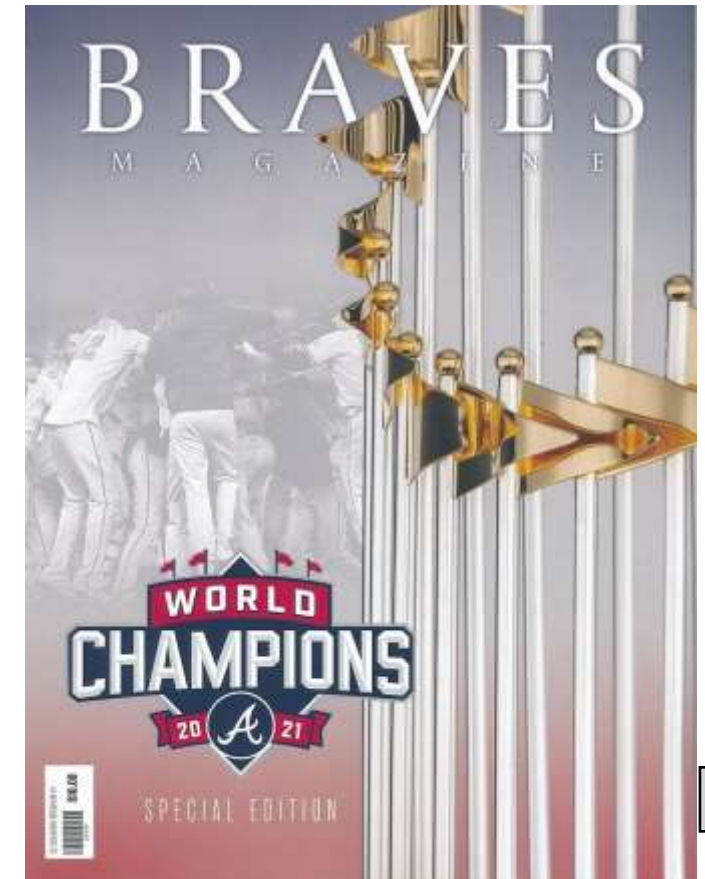
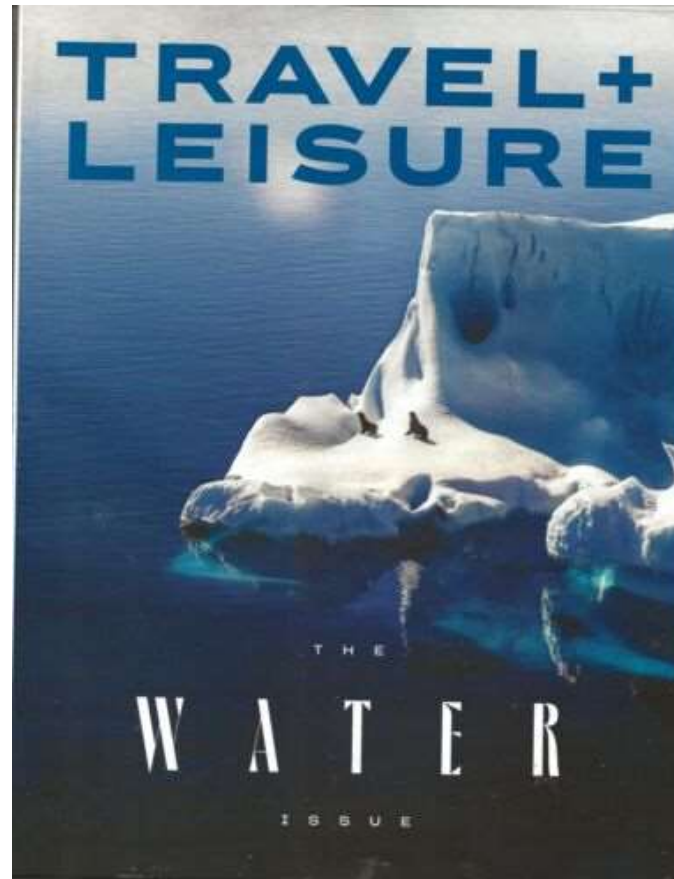
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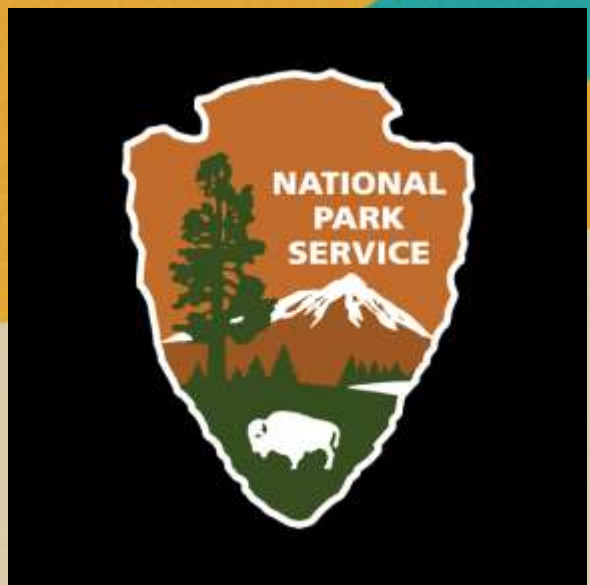
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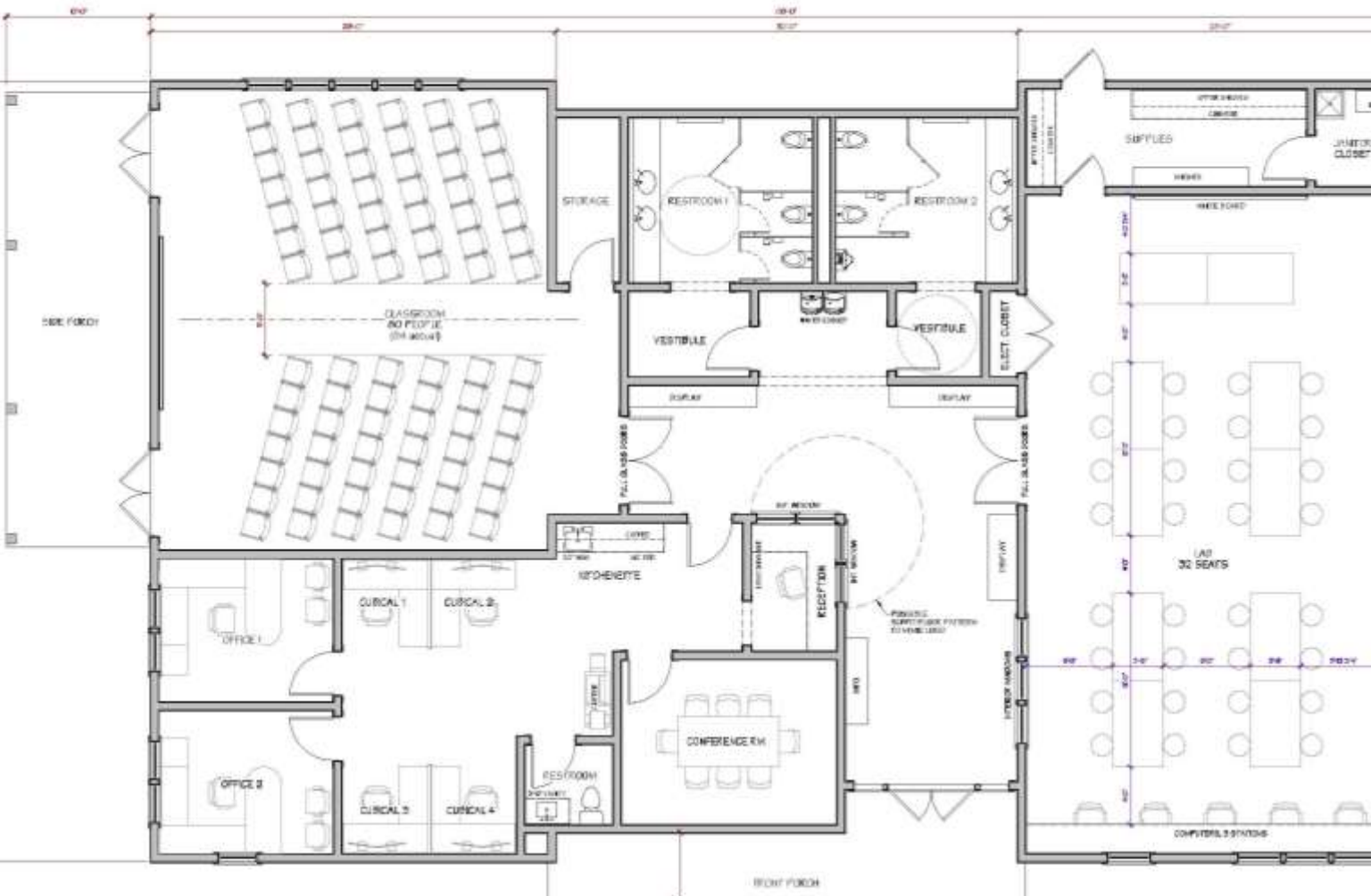
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The Archaeological Research Facility and Auditorium will be a 4000 sq ft building that will allow us to process materials from excavations onsite and provide space for Mitchelville programs

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Instagram: <https://www.instagram.com/exploremitchelville>

Email: info@exploremitchelville.org
award@exploremitchelville.org

Questions?

CITIZENS COMMENTS 2nd PORTIONDATE: 9/23/24 Any TopicPRINT FULL NAME: SKIP HOAGLANDTOPIC: TAX FUNDING AND USECITIZENS COMMENTS 2nd PORTIONDATE: 9/23/24 Any TopicPRINT FULL NAME: Carrie B. MajorTOPIC: Youth + Community Ctr - St HelensCITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 9/23/24PRINT FULL NAME: SKIP HOAGLANDAgenda Item to be addressed: # 9 AGENDCITIZENS COMMENTS 2nd PORTION

Item 9.

DATE: 9/23/24 Any TopicPRINT FULL NAME: LYNN GREENETOPIC: TAX FUNDING AND USECITIZENS COMMENTS 2nd PORTIONDATE: 09/23/24 Any TopicPRINT FULL NAME: Kade YarbroughTOPIC: Dauphine Ferry



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE:
AN ORDINANCE TO REPEAL AND REPLACE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, DIVISION 4 (BEAUFORT COUNTY PURCHASING ORDINANCE); TO ESTABLISH NEW POLICIES OF CENTRALIZED PURCHASING AND COMPETITIVE BIDDING FOR COUNTY AGENCIES (A NEW PURCHASING ORDINANCE); DELEGATING PURCHASING AUTHORITY TO THE COUNTY PURCHASING DIRECTOR; ESTABLISHING PROCEDURES FOR THE PURCHASING OF GOODS AND SERVICES AS REQUIRED BY COUNTY AGENCIES; AND OTHER MATTERS RELATED THERETO
MEETING NAME AND DATE:
Finance, Administration, and Economic Development, August 26, 2024
PRESENTER INFORMATION:
John Robinson, Acting Chief Financial Officer
ITEM BACKGROUND:
State law (S.C. Code Sec. 11-35-5320) requires Counties to adopt ordinances or procedures embodying sound principles of appropriately competitive procurement. Pursuant to state law, Beaufort County adopted its present purchasing ordinance in 1982. The County has amended the ordinance several times in the intervening years. In 2023 Council retained the services of Haynsworth Sinkler Boyd to, among other things, draft a new and updated purchasing ordinance. Staff worked with Haynsworth Sinkler Boyd to draft a new purchasing ordinance that embraces good procurement principles of integrity, transparency, uniformity, and accountability. If adopted, this ordinance will repeal and replace the existing purchasing ordinance.
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
There will be no fiscal impact to the County. This action repeals Beaufort County's current procurement code and replaces it with an updated code.
STAFF RECOMMENDATIONS TO COUNCIL:
Repeal the current ordinance and adopt the proposed purchasing ordinance
OPTIONS FOR COUNCIL MOTION:
Adopt the ordinance as proposed, modify the ordinance as proposed, deny the ordinance.

ORDINANCE 2024/_____

AN ORDINANCE TO REPEAL AND REPLACE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, DIVISION 4 (BEAUFORT COUNTY PURCHASING ORDINANCE); TO ESTABLISH NEW POLICIES OF CENTRALIZED PURCHASING AND COMPETITIVE BIDDING FOR COUNTY DEPARTMENTS AND ELECTED OFFICIALS (A NEW PURCHASING ORDINANCE); DELEGATING PURCHASING AUTHORITY TO THE COUNTY PURCHASING DIRECTOR; ESTABLISHING PROCEDURES FOR THE PURCHASING OF GOODS AND SERVICES AS REQUIRED BY COUNTY DEPARTMENTS AND ELECTED OFFICIALS; AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County is required by the South Carolina Code of Laws, Section 11-35-5320, to adopt competitive procurement policies; and

WHEREAS, Beaufort County's existing Purchasing Ordinance was originally adopted in 1982. The Ordinance has been amended several times. The most significant and most comprehensive amendment took place in 1996, more than twenty-six years ago; and

WHEREAS, Council wishes to update the County's existing Purchasing Ordinance, Policies, Procedures and Regulations by repealing the existing Ordinance and by adopting a new Ordinance that embodies sound principles of appropriately competitive procurement; and

WHEREAS: The new Ordinance is set forth in Exhibit "A" which is attached hereto and incorporated herein by reference. The purpose of the Ordinance is to set forth a centralized purchasing system that provides for fair and equitable treatment of all persons involved in public purchasing by Beaufort County Departments, Elected and Appointed Officials, to maximize value in public procurement, and to provide safeguards for maintaining a procurement system that is based on integrity, transparency, uniformity, and accountability; and

WHEREAS, the provisions of this Ordinance, as set forth in Exhibit "A", shall apply to all contracts and to the procurement of all supplies, services, and construction, entered into by Beaufort County Departments, Elected and Appointed Officials after the effective date of the Ordinance. It shall apply to every expenditure of public funds for public purchasing irrespective of the source of the funds. When procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal laws and regulations. Nothing in this Ordinance shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL
That: Chapter 2, Article VII, Division 4 (Beaufort County Purchasing Ordinance) is hereby repealed, and a new Purchasing Ordinance for Beaufort County Public Departments and Elected Officials as set forth in Exhibit "A" is hereby adopted.

Adopted this _____ day of 2024. This Ordinance shall take effect immediately upon Third and Final Reading by County Council.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Part 1-General Ordinances, Chapter 2-Administration, Article VII-Finance,
DIVISION 4. – PROCURMENT SERVICES

Sec. 2-501. Title.

This Division shall be known as and may be cited as the "Beaufort County Procurement Ordinance".

Sec. 2-502. General Provisions.

- (a) *Statement of Policy and Application.* It shall be the policy of Beaufort County Council that all goods and services required by County Departments, Appointed Officials, and Elected Officials shall be procured by centralized purchasing procedures based on integrity, transparency, uniformity, and accountability. The provisions of the Beaufort County Procurement Ordinance shall apply to all contracts and to the procurement of all supplies, services, and construction entered into by Beaufort County Departments, Appointed Officials, and Elected Officials. It shall apply to every expenditure of public funds for public purchasing irrespective of the source of the funds.
- (b) *Intent and Purpose.* It is the intent of County Council that a primary concern of county government be the effective provision of services to the citizens of the County in a competitive, efficient and economical way, and that all purchases of goods and services be conducted with a primary concern for the efficient and economical use of revenues provided by its citizens. The purpose of the procedures, requirements, regulations, and processes set forth in this Division, hereinafter collectively referred to as the "Procedures", is to adopt procurement practices that are appropriately competitive and allow the County:
 - (1) to provide increased economy in County procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the County and in compliance with the provisions of the Ethics Government Accountability and Campaign Reform Act;
 - (2) to foster effective broad-based competition for public procurement within the free enterprise system;
 - (3) to provide a clear and comprehensive ordinance governing procurement by the County and to permit the continued development of explicit and thoroughly considered procurement policies and practices;
 - (4) to ensure the fair and equitable treatment of all persons who deal with the County's procurement system which will promote increased public confidence in the procedures followed in public procurement; and
 - (5) to provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process.

Sec. 2-503. Definitions.

Except as specifically defined in this Section, all words used in this Division have their customary dictionary meaning. For purposes of this Division the following words, terms and phrases shall have the meanings ascribed in this Section, except where the context clearly indicates a different meaning:

After the Fact Purchase means a request to create a purchase order in support of a good, service, or contract which has already been received or executed. Purchase orders or contracts as a result of an “Emergency Purchase” are not considered an “After the Fact” purchase.

Authorized Person means those Officials or Employees authorized to execute County Contracts as set forth in Section 2-506.

Brand name or Equal Specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet county requirements, and which provides for the submission of equivalent products.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Capital Assets means a County owned item, acquired through purchase, donation, construction or transfer, which has tangible value of Five Thousand (\$5,000) Dollars or greater and a useful life of greater than two (2) years. The County Asset Manager under the direction of the Procurement Services Director may deem any county owned item as a managed capital asset.

Change Order or Contract Modification means a written document signed and issued by an Authorized Person and a contractor of the County altering the specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties of the contract.

Competitive Bid Process means an informal or formal procurement process requesting from sellers or vendors quotes, bids, qualifications and proposals from qualified vendors for the provision of a goods or services. This process requires an Employee to evaluate each vendor response and select the vendor who offers the lowest price, is most qualified, or is the best value to the County.

Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract means all types of County agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, property or construction.

Contractor means any person having a contract with the County.

Contractors On-Call List means a project delivery method where a vendor or groups of vendors after a competitive solicitation process are selected to provide services or materials to the County for one or more types of projects over an extended period of time but limited to a time period not to exceed three (3) years.

Construction Management at-Risk means a project delivery method in which the County awards separate contracts, one for design services to design a project and the second to a construction manager at-risk for both construction of the project according to the design and construction management services, which include but are not limited to those Professional Services associated with contract administration, project management, and other services provided in connection with the administration of a construction project.

Co-operative Purchasing Entity means an organization or alliance of municipalities or other governmental bodies throughout the United States established in part to achieve economies of scale and innovations through group purchasing strategies, shared resources and centrally administered competitive procurement processes to afford value and discount pricing programs to its members.

County means Beaufort County, a political subdivision of the State of South Carolina.

County Council Committees means the committees comprised of members of County Council.

Delegation of Authority or *Delegate Authority* means the transfer of decision-making power, responsibilities and authority from one individual to another individual, where said transfer shall only be deemed to have occurred if memorialized in writing and signed by the assignor.

Design Services means those Professional Services associated with the practice of architecture, professional engineering, land surveying, landscape architecture, and interior design pertaining to construction, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including without limitation studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual design, plans and specifications, construction documents, cost estimates, construction observations, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

Design-Bid-Build means a project delivery method in which the County sequentially awards separate contracts following separate competitive processes. The first for design services to design a project and the second for construction of the project according to the design.

Design-Build means a project delivery method in which the County enters into a single contract for design and construction of a project.

Design-Build-Finance-Operate-Maintain means a project delivery method in which the County enters into a single contract for design, construction, finance, maintenance, and operation of a project over a contractually defined period.

Design-Build-Operate-Maintain means a project delivery method in which the County enters a single contract for design, construction, maintenance, and operation of a project over a contractually defined period.

Emergency Procurement means the purchase of goods or services when there exists an imminent threat of harm to public health, welfare, critical economy and efficiency, government operations, or safety under emergency conditions.

Employee(s) means any individual who is monetarily compensated, draws a salary or wage from the County, excluding elected and appointed officials; and any other compensated individual performing services for the County or any department, agency, commission, council, board, or any other entity established by the County, excluding contractors and subcontractors; and whereby this definition is solely applicable to the Beaufort County Procurement Ordinance.

Financial interest means ownership of or ownership in, and should be determined when:

- a. any interest of immediate family or involvement in any relationship from which, or as a result of, a person within the past year has received, or is presently or in the future entitled to receive, equal to or greater than Five Hundred (\$500) Dollars per year, or its equivalent;
- b. Ownership of Five (5%) Percent of any real property, personal property, or business; or
- c. Holding a position or controlling interest in a business such as officer, director, trustee, partner, employee, or the like; or holding any position of management.

Gratuity means a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family means a spouse, children, parents, an individual for whom an individual has legal custody of, or an individual claimed as a dependent for income tax purposes.

Invitation for Bids or *IFB* means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Local Vendor means a vendor shall be deemed to be a "Beaufort County Local Vendor" if such vendor is a Person or Business that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

Non-Responsive Bidder means a Person or Business who has submitted a bid, proposal, or qualification which does not conform with all material aspects of the Scope of Work presented. These persons or business may not be considered to have or possess the following:

- a. evidence of financial stability, material, equipment, facility, personnel resources, expertise or ability to obtain them;
- b. A satisfactory record of performance and integrity;
- c. Qualified legally to contract with the County; and
- d. Supplied all necessary information in connection with the inquiry concerning responsibility.

Official means an individual elected by the people, or an individual appointed by the General Assembly or the Governor; including, but not limited to, the Sheriff, Auditor, Treasurer, Clerk of Court, Coroner, Public Defender, Probate Judge, Magistrates, Director of Veterans Affairs, and Director of Voter Registration and Elections. When referencing all elected and appointed officials described above, the term “Officials” shall be used.

Operations and Maintenance means a project delivery method in which the County enters into a single contract for the routine operation, routine repair, and routine maintenance of a project.

Person means any business, individual, union, committee, club, other organization, or group of individuals.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services, equipment or construction.

Professional Services refers to those services provided by an individual or business requiring specialized knowledge and skill usually of a mental or intellectual nature and usually requiring a license, certificate or registration. These services may include, but are not limited to, being within the scope of the practice of architecture, professional engineering, land surveying, real property appraisal, auditors, construction management, veterinarians, consultants, legal counsel, medical services, actuary services, and lobbyists.

Public Agency means a public entity subject to or created by the County who acts in an official capacity or performs functions for the County and is supported in whole or in part by public funds; this includes, but is not limited to, organizations, corporations, and non-profits.

Public Procurement Unit means any agency of the Federal Government, the State of South Carolina, and any county, city, town, special purpose district or any other government subdivision of the State of South Carolina or public agency of any such subdivision.

Procurement Services Department means the Employee(s), regardless of department name, which serves as the County’s central procurement office for processing the County’s goods and services; and provides support to the Procurement Services Director as requested and necessary to ensure compliance with the Procedures.

Procurement Services Director means the Employee, regardless of title, whose primary function is to oversee and manage, with assistance from the Procurement Services Department, all procurement activities of the County, including but not limited to compliance with the Procedures.

Qualified Bidder means a determination by the Procurement Services director or designee, that a bidder or bid has passed preliminary evaluation and is eligible to submit bids, is well-suited to fulfill the requirements outlined in a solicitation, is financial stable, and possess the requisite experience, and technical ability.

Ratification means the act of confirmation or affirmation of an unauthorized purchase, contract, or agreement by the appropriate approval authority.

Request for Proposals or *RFP* means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications or *RFQ* means a solicitation document that is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation. RFQ's may include requesting proposals as part of the RFQ solicitation process.

Responsive Bidder means a Person or Business who has submitted a bid or proposal which conforms in all material aspects to the Invitation for Bids or Request for Proposals.

Responsible Bidder means a Person or Business who has the capability in all respects to perform adequately the contract requirements set forth in an Invitation for Bids or Request for Proposals, and has the integrity and reliability which, as substantiated by past performance and reputation, will assure good faith quality performance. Factors to be considered in determining whether the county standards of responsibility have been met include whether a prospective Contractor has:

- a. evidence of financial stability, material, equipment, facility, personnel resources, expertise or ability to obtain them;
- b. A satisfactory record of performance and integrity;
- c. Qualified legally to contract with the County; and
- d. Supplied all necessary information in connection with the inquiry concerning responsibility.

Reverse Auction Method means a real-time bidding process taking place at a previously scheduled time in which multiple prospective Contractors, anonymous to each other, submit bids to provide the designated goods or services.

Small Disadvantaged Business means a business which is at least fifty-one (51%) owned and controlled by socially disadvantaged individuals including, but not limited to, most minority classes and women.

Selection Committee means a group of individuals who have specific knowledge or ability necessary to evaluate proposals or bids based on evaluation criteria specified in the solicitation.

Members and number of members must be void of conflict of interest and shall be appointed by the Procurement Services Director.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole Source refers to a situation where goods or services are only available from a single source vendor, with a unique ability or knowledge with respect to the supply, service or construction or a circumstance that is beneficial to the County and to the public. The sole source vendor and selection process may be based on issues concerning availability, standardization, warranty, and proprietary justification.

Specification means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Split Purchase means a procurement which has been divided into two or more purchase orders, contracts, or agreements, with the intent to avoid the approved solicitation process.

Supplies means all property, including but not limited to equipment, materials, printing, insurance, and leases of personal property.

Unauthorized Purchase means the procurement of goods or services which have not been properly procured through the County procurement procedures or approved by the appropriate authority as defined in this Division.

Using Agency means any department, commission, board, or public agency requiring supplies, services, or construction procured.

Sec. 2-504. Application of Procedures.

- (a) *General Application.* These Procedures apply to Procurements that are solicited for or contracts entered into after the adoption of and effective date of the Beaufort County Procurement Ordinance.
- (b) *Application of County Procurement.* These Procedures shall apply to every expenditure of funds by the County for the purpose of procuring property, supplies, services, and construction services for the County irrespective of the source of funds or the type of procurement. It shall also apply to the disposal of County equipment and supplies.
- (c) *Application to State or Federal Fund Procurements.* Where a procurement involves funds provided by the State of South Carolina or the United States of America, that procurement shall be in compliance with such State or Federal laws and authorized regulations as are

mandatorily applicable. However, in every instance where the provisions of this Article are more restrictive than State or Federal laws or authorized regulations, the provisions of this Article shall be followed.

- (d) *Purchases of \$5,000.00 and Under; Exempt Items.* These Procedures do not apply to any Procurement less than \$5,000.00 or that are exempt pursuant to Section 2-505. Departments may not create a Split Purchase to circumvent the dollar amount of \$5,000.00.

Sec. 2-505. Items Exempt from Procedures.

- (a) *Decision of County Council.* County Council, upon recommendation from the County Administrator, may exempt by ordinance specific items, services, or projects from these Procedures when County Council finds that such exemption is in the best interest of the County.
- (b) *Specific Exemptions Generally.* The following items shall be exempt from the provisions of these Procedures:
- (1) Works of art for museum and public display;
 - (2) Published books, library books, maps, periodicals, technical pamphlets;
 - (3) Copyrighted educational films, filmstrips, slides and transparencies;
 - (4) Postage stamps, postal fees, and U.S. Post Office box rentals;
 - (5) Professional dues, membership fees, seminar registration fees, and professional training, subject to the County Administrator's approval;
 - (6) Medicine and drugs;
 - (7) Utilities including gas, electric, water and sewer;
 - (8) Advertisements or advertisement time/space in professional publications, newspapers, radio, television, and social media platforms, including local Chambers of Commerce;
 - (9) Fixed wing and rotary wing aircraft maintenance;
 - (10) Fixed Base operators, but only if approved by County Council; and
 - (11) Legal services, provided that legal services must be approved by the County Administrator or County Council.
- (c) *Real Property.* The purchase, lease or sale of real property by the County are exempt from the Procedures. The County Administrator may direct Employee(s) to have initial discussions with the owner of real property to determine potential terms and conditions for the purchase of real property; and may secure ancillary Professional Services when deemed appropriate. After receipt of approval from County Council, the County Administrator shall negotiate the final terms of a purchase, lease or sale of real property.
- (d) *Cooperative Purchasing.* The County may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement or programs for procurements with one or more Public Procurement Units in accordance with an agreement entered into between the participants.

- (1) Such cooperative procurement may include, but is not limited to, joint or multi-party contracts between Public Procurement Units.
- (2) Without limiting the County's ability to participate in procurements with other Public Procurement Units, the County may participate in the South Carolina Statewide Term Contracts program ("State Contract"), provided, however, that if any item needed for a Procurement is available from a potential Contractor within Beaufort County and the item (i) meets all State Contract specifications and (ii) is priced equal to or less than the State Contract price, the County may purchase such items from the potential Contractor within Beaufort County.

Sec. 2-506. Procurement Responsibilities, Duties and Authority.

The Procurement Services Director shall oversee and manage all procurement activities of the County, ensure compliance with these Procedures, and upon request or when required shall provide an annual report to the County Administrator concerning the County's procurement activities.

- (a) *Principal Public Procurement Official.* The Procurement Services Director shall serve as the principal public procurement official of the County and shall be responsible for the procurement of supplies, services, and construction, as well as the management and disposal of managed capital assets.
- (b) *Duties.* In accordance with this Division, the Procurement Services Director shall:
 - (1) Purchase all supplies, materials, equipment, and contractual services required by County agencies and perform the procurement-related functions required of the Procurement Services Director;
 - (2) Negotiate contracts, or delegate authority to negotiate contracts, and submit the contracts for approval and award;
 - (3) Use standard specifications wherever they are applicable to purchase orders and contracts and ensure compliance with such specifications through adequate inspection of deliveries;
 - (4) Manage the transfer of capital assets between agencies of supplies, materials, and equipment that are no longer needed by a holding agency but that can be used by the receiving agency;
 - (5) Exchange, trade in, or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the County Administrator not to be required or appropriate for public use;
 - (6) Develop, with the approval of the County attorney as to legal sufficiency, standard forms and conditions of solicitations, purchase orders and contracts;
 - (7) Develop and prescribe the use by agencies of other documents required in carrying out this Division and amend or eliminate any such forms;
 - (8) Dispose of managed assets or other property that is deemed surplus; and
 - (9) Perform other duties as assigned by supervisor.

(c) *Operational Procedures.* Pursuant to this Division and consistent with the Procedures, the Procurement Services Director shall develop and adopt operational procedures relating to the execution of its duties.

(d) *Delegation of Authority.*

- (1) The Procurement Services Director may delegate authority established in this Division to an assignee within the Procurement Services Department, the Chief Financial Officer, or to any Employee or Official approved by the County Administrator.
- (2) The County Administrator may delegate authority established in this Division to any Employee at their discretion but excluding the Procurement Services Director and the Chief Financial Officer.
- (3) Notwithstanding any other terms contained in this Division pertaining to delegation of authority, procurement authority with respect to certain supplies, services, or construction may be delegated to other Employees by the County Administrator, when such delegation is deemed necessary for the effective procurement of the supplies, services, or construction.
- (4) This Section shall apply to every delegation of authority referenced in this Division.

(e) *Dollar Limitations for Contract Execution.* Only the following Authorized Persons shall have the authority to execute contracts on behalf of Beaufort County:

- (1) The Procurement Services Director or the Chief Financial Officer shall have the authority to execute any contract subject to this Division which is equal to or less than Fifty Thousand (\$50,000) Dollars;
- (2) The County Administrator or the County Administrator's designee shall have the authority to execute any contract subject to this Division which is equal to or less than One Hundred Fifty Thousand (\$150,000) Dollars;
- (3) County Council Committees shall have the authority to authorize the County Administrator to execute any contract subject to this Division which is equal to or less than Two Hundred Thousand (\$200,000) Dollars; and
- (4) County Council shall have the authority to authorize the County Administrator to execute any contract subject to this Division which is greater than Two Hundred Thousand (\$200,000) Dollars.

(f) *Beaufort County Procurement Cards.*

- (1) *Authorized Procurement Card.* The Procurement Card is a credit card issued to an Employee or Official by the Procurement Services Director, the Chief Financial Officer, or County Administrator.
 - (2) *Use of Procurement Card.* Procurement cards may be used to purchase goods and services by Employees and Officials that hold such card. The cardholder shall use the procurement card for legitimate County purposes only and in compliance with the Beaufort County Procurement Card Program Manual.
 - (3) *Procurement Card Compliance.* Purchases for goods and services with a procurement card shall adhere to the Dollar Limitations established in Section 2-506(e) in this Division. Purchases with a procurement card shall *not* be made if it creates a Split Purchase, an After the Fact purchase, or to circumvent the creation of a Purchase Order.
 - (4) *Misuse of Procurement Card.* Misuse of the procurement card shall subject the cardholder to disciplinary action in accordance with County personnel policies and criminal laws.
- (g) *Specialty Services.* Professional Services under Fifty Thousand (\$50,000) Dollars may be selected based on qualifications, availability, or from an “on-call” pre-qualified list. Final cost may be negotiated by the Procurement Services Director. Vendors on the “on-call” list should be rotated, for similar type of Professional Services.
- (h) *Elected and Appointed Officials.* Provided that funds have been approved by County Council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit within any Official’s office shall be exempt from the dollar limitations on expenditure authority established in Section 2-506(e) of this Division, provided that an Official’s office complies with all the provisions as may be required by South Carolina law and the Beaufort County Purchasing Ordinance. County Council may request reports and information as it deems necessary and prudent on the procurement activities of an Official to ensure compliance with the Beaufort County Procurement Ordinance.
- (i) *Solicitations, Bids, Awards or Purchase in Violation of Ordinance.*
- (1) *Applicability.* The provisions herein apply where it is determined administratively, or upon administrative review, that a purchase, solicitation, bid, or award of a contract is in violation of this ordinance.
 - (2) *Remedies Prior to Award.* If prior to award it is determined that a solicitation, bid, or proposed award of a contract is in violation of law, then the solicitation, bid, or proposed award shall be:
 - (i) Canceled; or
 - (ii) The unlawful bid not considered; or
 - (iii) Revised to comply with the law.

(j) *Ratification.*

- (1) Ratification shall only be approved by the County Administrator.
- (2) Ratification may be considered for purchases which did not follow proper procedures or approvals established in these Procedures.
- (3) Upon knowledge of an unauthorized purchase or contract approval, known as but not limited to an After the Fact or a Split Purchase, the Procurement Services Director shall notify in writing the Department Head or other appropriate Employee of the purchase which is considered unauthorized.
- (4) The Department Head or other appropriate Employee shall prepare a written determination as to the facts and circumstances surrounding an unauthorized procurement, what corrective action is being taken to prevent occurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable. If the price paid is unreasonable, the individual committing that act may be held pecuniarily liable for the difference.
- (5) Procurement Services Director shall prepare written justification of Ratification. Ratification documents shall be prepared for and presented to the County Administrator for consideration. Ratification approval process should adhere to the limitations established in Section 2-506(e).

Sec. 2-507. Retention of and Public Access to Procurement Information.(a) *County Procurement Records.*

- (1) *Project File.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be kept together in a singular Project File by the Procurement Services Director.
- (2) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by County Council and consistent with South Carolina Department of Archives and History and Records Management Division's General Records Retention Schedules for County Records.

(b) *Public Record.* Procurement information shall be a public record pursuant to S.C. Code 1976, § 30-4-10 et seq. (The Freedom of Information Act).

- (1) Commercial or financial information obtained in response to a request for proposal which qualifies as privileged and confidential under the statute may be exempt from disclosure.

- (2) Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include the following:

- (i) Customer lists;
- (ii) Design recommendations;
- (iii) Identification of prospective problem areas under a request for proposal;
- (iv) Design concepts, including methods and procedures; and
- (v) Biographical information which qualifies as personal and private information under the statute may be exempt.

- (3) For all documents submitted in response or with regard to any solicitation or other request, the person submitting the documents shall comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public.

- (c) *Access to Solicitation Prior to Award.* If requested in writing before a final award by an actual bidder, offeror, contractor, or subcontractor with regard to a specific intended award or award of a contract, the Procurement Services Director shall, within five days of the receipt of any such request, make documents directly connected to the procurement activity and not otherwise exempt from disclosure available for inspection at an office of the Procurement Services Director. Without otherwise limiting any other exemptions granted by law, and except as provided herein, documents of and documents incidental to proposed contractual arrangements, including those used for contract negotiations, are not exempt from disclosure after the date notice of intent to award is given, unless the notice is subsequently canceled.

Sec. 2-508. Methods of Source Selection.

Unless otherwise provided by these Procedures, all County contracts must be awarded by an IFB (pursuant to Section 2-509) or Request for Proposals (pursuant to Section 2-510), except as provided in:

- 1. Section 2.511 -- Small Purchases Under \$50,000.00;
- 2. Section 2.512 -- Request for Qualifications;
- 3. Section 2-513 -- Reverse Auction
- 4. Section 2-514 -- Emergency Procurement;
- 5. Section 2-515 -- Sole Source Procurement; and
- 6. Section 2-516 -- Pre-Qualification.

Sec. 2-509. Invitation for Bids (IFB).

- (a) *Notice of Invitation for Bids.* An Invitation for Bids shall include (or state where such information is to be made available) a project or purchase description, and all contractual terms and conditions applicable to the procurement. At least two weeks before the date designated in the IFB for the opening of bids, the IFB shall be publicly announced.
- (b) *Receipt and Opening of Bids; Electronic Submittal Requirements.* Bids will only be received electronically and must be submitted online prior to the date and time listed in the IFB. Bids shall be received into an online 'lockbox' folder and shall not be opened prior to the due date and time listed in the IFB. Bids will be opened in a transparent manner and the amount of each bid, and such other relevant information as may be deemed appropriate by the Procurement Services Director, together with the name of each bidder, shall be tabulated by the Procurement Services Director. The ranking of each bidder, which need not include the dollar amounts of the bids, shall be made available to all bidders after the contract award.
- (c) *Bid Acceptance and Bid Evaluation.* Subject to the County's right not to accept any bid, the selected bid shall be accepted unconditionally without alteration or correction, except as otherwise authorized in these Procedures or by the Procurement Services Director. The IFB shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the IFB or addenda to such bids. Bids shall be evaluated based on the requirements set forth in the IFB and addenda.
- (d) *Correction or Withdrawal of Bids or Proposals, Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids or proposals before or after award, or cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with the solicitation, when it is for good cause and in the best interests of the County, provided, however, after bid or proposal opening, changes in prices or other provisions of solicitations prejudicial to the interest of the County or fair competition must not be permitted. The reasons for cancellation, withdrawal or correction shall be made part of the Project File and notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.
- (e) *Award.* If an award is to be made, the contract shall be awarded by written notice to the lowest responsible/responsive bidder. In the event two or more bidders are tied in price while otherwise meeting all the required conditions, an award shall be made to bidder who is determined in the discretion of the Procurement Services Director to be the most responsive, responsible, and qualified for the project described in the IFB.
- (f) *Right of Rejection and Re-solicitation.* The Procurement Services Director has the right, prior to award of the contract, to reject any and all bids for cause, or without cause, as he or she deems appropriate. The County has the right to determine not to award the contract to any bidder or to re-solicit bids based upon modified terms and conditions.

Sec. 2-510. Request for Proposals (RFP).

- (a) *Notice of Request for Proposals.* The RFP shall be publicly announced at least two weeks before the date designated in the RFP for the bid opening and shall include a description of the Project, enumerating all requirements for the Project; or state where such information is to be made available.
- (b) *Receipt and Opening of Proposals; Electronic Submittal Requirements.* Proposals will only be received electronically and must be submitted online prior to the date and time listed in the RFP. Proposals shall be received into an online 'lockbox' folder and shall not be opened prior to the due date and time and time listed in the RFP. Proposals will be opened in a transparent manner, but information within such proposals shall not be disclosed at this time.
- (c) *Selection Committee.* For each project in which a RFP is used, the Procurement Services Director shall approve a Selection Committee whom the Procurement Services Director determines to be qualified to make an informed decision as to the most responsive, responsible and qualified bidder for the proposed project.
- (d) *Evaluation of Proposals.* The RFP shall state the relative importance of each evaluation criterion but need not require numerical weightings for each factor. The Selection Committee shall review all responsive proposals and evaluate them using only the criteria set forth in the RFP. The Selection Committee shall adhere to any weightings for each of the criteria set forth in the RFP. The Selection Committee may hold interviews with the most qualified proposers as the Selection Committee deems appropriate. Following its evaluation of the proposals, the Selection Committee will rank the top proposer.
- (e) *Negotiation.* The Procurement Services Director shall negotiate a contract for services with the most qualified firm at a compensation which is fair and reasonable to the County. The Procurement Services Director may, at their discretion, include members of the Selection Committee in the negotiation process. Should the Procurement Services Director be unable to negotiate a satisfactory contract with the firm, negotiations shall be formally terminated. Negotiations shall commence in the same manner with the second and then the third, until a satisfactory contract has been negotiated. If no agreement is reached with one of the three, additional persons or firms in order of their competence and qualifications may be selected after consultation with the Selection Committee, and negotiations shall be continued in the same manner until agreement is reached.
- (f) *Right to Withdraw and Re-Solicit.* Until award, the Selection Committee and the Procurement Services Director have the right to determine not to award the contract to any proposer or to determine to re-solicit proposals based upon modified terms and conditions.

Sec. 2-511. Small Purchases.

- (a) *Small Purchase Authority.* The Procurement Services Director may authorize any procurement not exceeding \$50,000 by the solicitations of written quotations from a minimum of three qualified prospective Contractors.
- (b) As necessary, the Procurement Services Director may be required to contact additional prospective Contractors to obtain three quotations. If three quotations are not available following a reasonable effort, the Procurement Services Director shall document this fact in writing and place it in the Project File.
- (c) Award will be made to the lowest responsive and responsible bidder, provided that in addition to price, maintenance and service costs, transportation costs, delivery time, and other requirements relative to the purchase may be evaluated. If an award is not made to the lowest bidder, the reasons shall be documented in writing by the Procurement Services Director.

Sec. 2-512. Request for Qualifications (RFQ).

- (a) *Preparation of Project Description.* The Procurement Services Director along with the Using Agency Department Head shall be responsible for developing a description of the proposed project, listing the required Professional Services for that project, and preparing a formal invitation to firms for submission of information.
- (b) *Public Announcement.* The formal invitation shall be publicly announced. Nothing contained herein shall preclude the Procurement Services Director from directly inviting any person to submit information.
- (c) *Selection Committee.* For each project in which a RFQ is used, the Procurement Services Director shall approve a Selection Committee whom the Procurement Services Director determines to be qualified to make an informed decision as to the most responsive, responsible and qualified bidder for the proposed project.
- (d) *Selection and Ranking of the Most Qualified.* The Selection Committee shall evaluate each of the firms interviewed based upon criteria set forth in the invitation. Based upon these evaluations, the Selection Committee shall select the firms which, in its judgment, are the best qualified. The Selection Committee's report ranking the firms shall be in writing and will be made available to all firms interviewed upon written request from the interviewed firms.
- (e) *Interviews with Interested Firms.* Following receipt of information from all interested persons and firms, the Selection Committee shall hold interviews with at least three firms who have responded to the Selection Committee's advertisement and who are deemed most qualified on the basis of information available prior to the interviews, or if less than three persons or firms have responded to the advertisement, the Selection Committee shall hold

interviews with those that did respond. The purpose of the interviews shall be to provide such further information as may be required by the Using Agency Selection Committee to fully acquaint itself with the relative qualifications of the several interested firms.

- (f) *Negotiation of Contract.* The Procurement Services Director shall negotiate a contract for services with the most qualified firm at a compensation which is fair and reasonable to the County. The Procurement Services Director may, at their discretion, include members of the Selection Committee in the negotiation process. Should the Procurement Services Director be unable to negotiate a satisfactory contract with the firm, negotiations shall be formally terminated. Negotiations shall commence in the same manner with the second and then the third, until a satisfactory contract has been negotiated. If no agreement is reached with one of the three, additional persons or firms in order of their competence and qualifications may be selected after consultation with the Selection Committee, and negotiations shall be continued in the same manner until agreement is reached.
- (g) *Small Professional Purchases.* Purchases not expected to exceed \$50,000.00 for Professional Services may be procured using the small purchasing procedures in Section 2-511.

Sec. 2-513. Reverse Auction.

- (a) *Invitation for Reverse Auction Bids.* The Procurement Services Director shall issue an invitation for Reverse Auction Bids, which shall include all requirements for the bids, include the specifications for the required goods and services, the time of delivery and the quantities required.
- (b) *Public Notice.* Public notice of the bids (or pre-qualification of bidders) shall be announced. Not less than fourteen (14) days prior to the date set forth therein for the commencement of the Reverse Auction.
- (c) *Receiving Bids.* Bids shall be received online through a managed website specifically utilized for a Reverse Auction at a time and place designated in the IFB, and pursuant to the time period allotted for the Reverse Auction and other rules applicable to the Reverse Auction as set forth in the Invitation for Reverse Auction. The final amount of each bid and such other relevant information, together with the name of each bidder, shall be recorded in writing. This record, and each final bid, shall be open to public inspection after award.
- (d) *Bid Acceptance, Evaluation and Award.* Bids shall be unconditionally accepted without alteration or correction except as authorized in this Policy. The bidder with the lowest responsive, responsible bid will be awarded the contract.
- (e) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted as set forth in Section 5-509(d).

Sec. 2-514. Emergency Procurement.

Notwithstanding any other provision of these Procedures, the Procurement Services Director may make or authorize others to make Emergency Procurements. Such Emergency Procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the Emergency Procurement and for the selection of the particular vendor shall be included in the Project File; however, such written determination shall not be deemed to be a condition precedent to an award under this Section. The written determination must state at a minimum the cause of the Emergency Procurement, the reason the non-emergency procurement could not be followed within the time needed for the goods or services provided, and whether any competition was practicable.

Sec. 2-515. Sole Source.

- (a) *Use of Sole Source.* Sole source procurement is not the preferred procurement method and shall only be used when absolutely necessary and when all other procurement methods have been exhausted.
- (b) *Determination of Sole Source.* A contract may be awarded without competition when the Procurement Services Director recommends in writing, stating with particularity the factual basis for the determination. Sole Source justification and recommendation described herein shall be submitted by the Procurement Services Director to the County Administrator. Sole source determination shall demonstrate that:
 - 1. There exists only one appropriate, practicable source for the required supply, service, equipment or construction item;
 - 2. An explanation as to why no other vendor will be suitable or acceptable to meet the need;
 - 3. That a particular source for the required supply, service or construction item has a unique ability or knowledge, or circumstance that is beneficial to the County and to the public with respect to the supply, service or construction;
 - 4. Determination of fair and reasonable price; and
 - 5. Sole Source awards may be granted for contract renewals to maintain standardization, for specific proprietary concerns, to maintain existing product or service warranties or guarantees, or when in the best interest of the County as determined to meet the requirements herein.
- (c) *Record of Sole Source.* A record of Sole Source procurements shall be maintained as a public record and shall include the written Sole Source determination, listing each Contractor's name, the amount and type of each Contract, a listing of the items procured under each Contract, and the identification number of each Project File.

Sec. 2-516. Prequalification of Bidders.

- (a) The Procurement Services Director may pre-qualify all prospective bidders (including those for Reverse Auction) or proposers. The Procurement Services Director may also use pre-qualification selection procedures for the On-Call Contractor's List method of Source Selection in Section 2-522(d).
- (b) Notice of pre-qualification shall be publicly announced and shall set forth the criteria (or state where such criteria are to be made available) by which the qualifications and appropriateness of prospective bidders shall be determined. Only those criteria set forth in the pre-qualification notice may be considered in pre-qualifying bidders. The Procurement Services Director shall make all pre-qualification decisions in the exercise of its reasonable discretion and shall make a written record of the bases for its pre-qualification determinations. Prior to issuance of the IFB or RFP, all prospective bidders or proposers that were provided with pre-qualification notice will be notified of the Procurement Services Director's decisions relating to pre-qualification.

Sec. 2-517. Cancellation and Rejection of Solicitations.

When it is for good cause and in the best interests of the County, the County may cancel an IFB, RFP, RFQ or any other solicitation, or reject any or all bids or proposals in whole or in part as may be specified in the solicitation. The reasons for such cancellation or rejection shall be made part of the Project File. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.

Sec. 2-518. Responsibility of bidders and offerors.

- (a) *Determination of Non-Responsibility.* If a bidder or offeror who otherwise would have been awarded a County contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Services Director. The unreasonable failure of the bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.
- (b) *Right of Nondisclosure.* Unless otherwise required by applicable law, information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the County outside of the office of the Procurement Services Director, Administration, Legal Department, or Using Agency without prior written consent by the bidder or offeror.

Sec. 2-519. Local Vendor Preference.

- (a) *Extension of Local Vendor Preference.* To the extent no bids are received from a Beaufort County Local Vendor, a vendor shall be deemed to be a Beaufort County Local Vendor if such vendor is a Person or Business authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (but only if Jasper, Hampton or Colleton Counties offer reciprocal preferences to Beaufort County Local Vendors), has a business license of Jasper, Hampton or Colleton Counties or one of the municipalities within such counties, and maintains a representative inventory of commodities within Jasper, Hampton or Colleton Counties or one of the municipalities within such counties.
- (b) *Preference Amount.* If a bid from a responsive and responsible Beaufort County Local Vendor does not exceed the lowest qualified bid from a nonlocal vendor by more than five percent or \$10,000.00, whichever is less of the lowest nonlocal bidder, the lowest Beaufort County Local Vendor has the discretion to match the bid submitted by the nonlocal vendor and receive the contract award.
- (c) *State or GSA Contracts.* When purchasing from State or General Services Administration (“GSA”) contracts, the County may purchase like items from a Local Vendor if the Local Vendor is willing to meet or beat the State or GSA contract pricing.

Sec. 2-520. Small Disadvantaged Businesses.

- (a) *Policy.* The County promotes an atmosphere whereby Small Disadvantaged Businesses are given an opportunity to provide goods and services to the County. The Procurement Services Department shall include Small Disadvantaged Businesses on any bidders lists it maintains, and the Procurement Services Department will actively seek bids and proposals from Small Disadvantaged Businesses.
- (b) *Approved List.* The Procurement Services Department will maintain an approved list of Small Disadvantaged Businesses. The Procurement Services Department will utilize an approved published list of Small Disadvantaged Business Enterprise from the South Carolina Department of Transportation's certified list.

Sec. 2-521. Project Delivery Methods.

- (a) *Authorized Methods.* The following project delivery methods are authorized:
 - (1) Design-Bid-Build;
 - (2) Construction Management at-Risk;
 - (3) Operations and Maintenance;
 - (4) Design-Build;
 - (5) Design-Build-Operate-Maintain;
 - (6) Design-Build-Finance-Operate-Maintain;
 - (7) Contractors On-Call List; and

(8) Such other project delivery method that the Procurement Services Director may approve combining one or more aspects of the delivery methods in items 1-7 above in this Section 2-521.

(b) *Construction Projects.* The Procurement Services Director, in consultation with the relevant Using Agency, shall have discretion to select the appropriate method of project delivery for a particular construction project. In determining which method to use, the Procurement Services Director shall consider the County's requirements, its resources, and the potential contractor's capabilities. The Procurement Services Director shall execute and include in the Project File a written determination setting forth the facts which led to the selection of a particular method of project delivery for each construction project.

Sec. 2-522 Source Selection of Project Delivery Methods.

Except as provided elsewhere in these Procedures, source selection methods applicable to procurements for the project delivery methods identified in Section 2-521 shall be as follows:

(a) *Design-Bid-Build and Construction Management At-Risk.*

(1) *Design.* The selection process provided for in Section 2-514 of this Division shall be used to procure Professional Services; including construction management.

(2) *Construction.* Either an IFB or RFP must be used to procure construction in design-bid-build procurements.

(b) *Design-Build, Design-Build-Operate-Maintain and Design-Build-Finance-Operate-Maintain.* RFPs must be used for the procurement of all design-build project delivery methods.

(c) *Operations and Maintenance.* IFBs or RFPs must be used to procure contracts for operations and maintenance.

(d) *Contractors On-Call List.* The Procurement Services Director is authorized to select a group or groups of pre-qualified vendors to provide services or materials to the County for one or more types of projects over an extended period of time (not to exceed three years).

(1) Such group(s) of pre-qualified vendors shall be selected pursuant to an RFP or Qualifications Based Selection processes set forth in these Procedures.

(2) Once an on-call contract is properly executed, the Procurement Services Director may procure services from such contractor(s) without further public notice or solicitation. If multiple vendors are on the executed contract, the Procurement Services Director should rotate the vendors when possible.

Sec. 2-523. Bonds and Security.

- (a) Bid security shall be required for all IFBs for construction contracts entered into pursuant to Section 2-509. Payment bonds, performance bonds, or other bonds as applicable shall be one provided by one or more surety companies meeting the criteria established by the Procurement Services Director. Bid security shall be in an amount equal to at least five percent of the bid unless a higher percentage is specified in the IFB. Any bid which does not comply with the bid security requirements shall be rejected.
- (b) When a contract to improve real property exceeding \$50,000 is awarded, the following bond security shall be delivered to the County upon or within a reasonable time after the execution of the contract and shall be binding on the parties:
 - (1) A performance bond satisfactory to the County, executed by one or more surety companies meeting the criteria established in the IFB or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the contract price; and
 - (2) A payment bond satisfactory to the County, executed by one or more surety companies meeting the criteria established in the IFB or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to 100% of the contract price.
 - (3) Bonding requirements may be waived for any emergency procurement.

Sec. 2-524. Disposal of Surplus Supplies.

All surplus supplies, materials and equipment which are considered salvage or surplus, may be sold to the highest responsive bidder in accordance with and upon such terms and conditions as the Procurement Services Director shall require with respect to such surplus supplies and materials; provided, however, that the Procurement Services Director may sell, lease, or dispose of any supplies, materials, or junk which has a value of less than Five Thousand (\$5,000) Dollars. An internet-based auction site may be used to sell surplus supplies, materials or equipment.

Sec. 2-525. Contract Terms.

- (a) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate as determined by the Procurement Services Director and which will promote the best interests of the County may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

- (b) *Multiterm Contracts; Specified Period.* A contract for supplies or services may be entered into for a period of time, including all renewals or extensions, not to exceed five years unless otherwise approved by County Council, provided that the term of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
- (c) *Void Contract Terms or Conditions.* Any term or condition in any contract entered into by the County that requires the County to defend, indemnify, or hold harmless another Person shall be void ab initio, unless such term is expressly authorized by law. Any contract containing any terms or conditions inconsistent with any of the foregoing is otherwise enforceable as if it did not contain such term or condition.
- (d) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Services Director.
- (e) *Change Orders.* All Change Orders or Contract modification in excess of ten percent of the original Contract must first be approved by the Procurement Services Director and Beaufort County Budget Director. Change Orders must not exceed the total budgeted project amount, to include any approved contingency funds. Change Order requests which exceed the total budgeted funds are subject to the approval process established in Section 2-506.
- (f) *Gratuities and Kickbacks.* The prohibition against gratuities and kickbacks prescribed in Section 2-533 of this Division shall be conspicuously set forth in every contract and solicitation.
- (g) *Standard Contract Clauses.* The Procurement Services Director, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. If the Procurement Services Director establishes any standard clauses, such clauses may be varied provided that any variation and that notice of any such material variation be stated in the IFB or RFP.

Sec. 2-526. Specifications

- (a) *Purpose.* The purpose of a specification is to serve as a basis for obtaining a supply, service, or construction item adequate and suitable for the extent practicable, the cost of ownership and operation as well as initial acquisition cost.
- (b) *Policy.* It is the policy of the County that all specifications shall be drafted so as to assure cost effective procurement of the County's actual needs and shall not be unduly restrictive.
- (c) *Brand Name or Equal Specification.* The use of a Brand Name or Equal Specification may be used only when the Procurement Services Director determines in writing that the use of such a specification is in the County's best interests.

Sec. 2-527. Resolving Protests

- (a) *Right to Protest.* Any actual or prospective bidder, proposer or contractor, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest, setting forth the grievance and the grounds therefor, shall be submitted in writing within ten days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after fifteen days of notification of award of contract.
- (b) *Authority to Resolve Protests.* The Procurement Services Director shall have the authority to settle and resolve a protest of an aggrieved bidder, proposer or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision.* Should the parties fail to resolve the protest, the Procurement Services Director shall promptly issue a decision in writing, stating the reasons for the action taken. A decision of the Procurement Services Director shall be mailed or otherwise furnished immediately to the protestant and any other intervening party, and the decision shall be final unless a Person adversely affected by the decision appeals to the County Administrator within seven (7) days of receiving the decision. The County Administrator shall make a ruling concerning the appeal within fifteen days of receipt of the appeal. The ruling of the County Administrator shall be mailed or otherwise furnished immediately to the protestant and any other intervening party, and the ruling shall be final.

Sec. 2-528. Debarment.

The offer of cash, merchandise, gratuities or any other thing of value to an Official or Employee by any Contractor or prospective Contractor is prohibited and shall be reason for the Procurement Services Director or County Administrator declaring such Contractor or prospective Contractor to be an irresponsible bidder and for debarring such Contractor or prospective Contractor from participation in the County's Procurements for a period of (2) years. A decision to debar shall be mailed or otherwise furnished immediately to the affected Contractor or prospective Contractor, and the decision shall be final unless appealed in writing to County Council and received by the Clerk to Council within ten (10) days of receiving the decision.

Sec. 2-529. Auditing and fiscal reporting.

- (a) The Chief Financial Officer shall develop written plans for the annual auditing of County Procurements.
- (b) On an annual basis auditors working for the County either as employees or as third-party professional consultants shall review the adequacy of the County's internal controls in order to ensure compliance with the requirement of these Procedures. A noncompliance discovered through an audit must be transmitted in writing to the Chief Financial Officer and County Administrator.

Sec. 2-530. Internal Reporting.

When any information or allegations concerning anticompetitive or unethical practices among any bidders or proposers come to the attention of any Employee, immediate notice of the relevant facts shall be transmitted to the County Attorney or pursuant to the County's Whistleblower Policy.

Sec. 2-531. Training.

The Procurement Services Director will develop a system of training for procurement processes that are consistent with and further the efficient implementation of these Procedures and that encompasses the latest techniques and methods of public procurement which are consistent with these Procedures. All Employees with purchasing responsibility shall take part in annual training.

Sec. 2-532. Employee conflict of interest.

It shall be unethical for any Employee to participate directly or indirectly in a procurement contract when the Employee knows that:

1. The Employee or any member of the Employee's Immediate Family has a financial interest pertaining to the procurement contract;
2. Any other person, business, or organization with whom the Employee or any member of an Employee's Immediate Family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
3. An Employee or any member of an Employee's Immediate Family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

Sec. 2-533. Gratuities and Kickbacks.

- (a) *Gratuities.* It shall be unethical and prohibited for any person to offer, to give, or agree to give any Employee or former Employee, or for any Employee or former Employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- (b) *Kickbacks*. It shall be unethical and prohibited for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

Sec. 2-534. Prohibited Employee Participation.

An Employee is prohibited from participating directly or indirectly in any procurement process while said Employee is also an employee of an entity contracting with the County. An Employee is prohibited from any unethical participation or action including, but not limited to, S.C. Code of Laws Ann. Title 8 Chapter 13 Public Officers and Employees as it applies.

Sec. 2-536. Use of Confidential Information.

It shall be unethical for any Employee or former Employee to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

Sec. 2-537. Severability.

If any provision of these Procedures, this Division, or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Procedures or the Division which can be given effect without the invalid provisions or application, and to this end the provisions of these Procedures and Division are declared to be severable.

Sec. 2-538. Repealed.

All previously issued ordinances pertaining to public procurement for this County are hereby repealed.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:
RECOMMEND APPROVAL OF AN ORDINANCE ACCEPTING THE TRANSFER OF AUTHORITY FOR CONDUCTING MUNICIPAL ELECTIONS FROM THE TOWN OF PORT ROYAL TO THE BEAUFORT COUNTY BOARD OF VOTER REGISTRATION AND ELECTIONS
MEETING NAME AND DATE:
Finance, Administration, and Economic Development, August 26, 2024
PRESENTER INFORMATION:
Marie Smalls Beaufort County Board of Voter Registration and Elections
ITEM BACKGROUND:
<p>State law (S.C. Code Sec. 5-15-145) allows municipalities to transfer authority for conducting municipal elections to County elections commissions. It also authorizes Counties to conduct municipal elections. As a condition of the transfer of authority to conduct elections, the governing bodies of the municipality and the County must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement.</p> <p>The Town of Port Royal has worked with the Beaufort County Board of Voter Registration and Elections to agree on the terms of the transfer. Chief among the terms is that the Town of Port Royal shall reimburse Beaufort County for all costs incurred in conducting the municipal elections and protests. Town Council for the Town of Port Royal has adopted an ordinance embodying the terms of this agreement (Ordinance No 2024-13). The Board of Voter Registration and Elections presents the Town's ordinance, and an ordinance accepting the transfer, to County Council for its review, approval, and in support of Council adopting an ordinance embodying the same terms all as permitted by state law.</p>
PROJECT / ITEM NARRATIVE:
See above.
FISCAL IMPACT:
There will be no fiscal impact to the County. The Town of Port Royal is required to reimburse Beaufort County for all expenses incurred in conducting the municipal elections and any subsequent protests.
STAFF RECOMMENDATIONS TO COUNCIL:
Adoption of the Ordinance
OPTIONS FOR COUNCIL MOTION:

Adopt the Ordinance as Presented, Deny the Ordinance, Modify the terms of the agreement.

ORDINANCE No. 2024/_____

AN ORDINANCE ACCEPTING TRANSFER OF THE CONDUCT OF MUNICIPAL ELECTIONS FROM THE TOWN OF PORT ROYAL TO THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF BEAUFORT COUNTY

WHEREAS, §5-15-145 of the South Carolina Code of Laws provides that municipalities are authorized to transfer by Ordinance authority for conducting municipal elections to the county elections commission; and

WHEREAS, §5-15-145 also provides that county elections commissions are authorized to conduct municipal elections; and

WHEREAS, §5-15-145 provides that the ordinance transferring such authority must state the terms of the agreement between the municipality and the County for such transfer of authority; and

WHEREAS, Town Council for the Town of Port Royal adopted an ordinance on July 10, 2024 (Ordinance 2024-13), which finds that it is in the best interest of the Town and its citizens to transfer the authority to conduct municipal elections to the Board of Voter Registration and Elections of Beaufort County; and

WHEREAS, pending approval of Beaufort County Council, the Board of Voter Registration and Elections of Beaufort County has agreed to accept the authority under the terms set forth below:

NOW, THEREFORE, BE IT ORDAINED by the Beaufort County Council, in meeting duly assembled, and by the authority of the same, as follows:

1. In accordance with the authority devolved by Section 5-15-145, Code of Laws of South Carolina, 1976 as amended, and pursuant to the terms of the Town of Port Royal's ("Town") ordinance adopted July 10, 2024 Beaufort County Council approves and accepts the complete transfer of authority to conduct all aspects of municipal elections for the Town to the Board of Voter Registration and Elections of Beaufort County ("Board"). The Board shall be completely responsible for municipal elections held within the Town. The authority hereby transferred includes, but is not limited to, addressing all disputes and questions that arise out of the election process, publishing proper notices of elections, insuring the provision of proper books for registration, preparing and distributing ballots and election materials, preparing and staffing the absentee ballot precinct, appointing and training poll managers, providing voting machines, supervising the operation of all polling places, to include enforcement authority to insure that proper procedures and laws are being followed, certifying the results of the election, reviewing decisions on challenges from candidates, reviewing decisions on challenged ballots, hearing protests filed or litigation commenced in connection with the conduct of a Town election. All elections conducted by the Board shall be in accordance with S.C. Code 1976, title 7, as amended, unless otherwise provided in or modified by S.C. Code 1976, Title 5, as amended.

2. The Town shall reimburse the Board for all costs incurred in providing ballots, advertising elections, printing costs, poll managers' compensation and all other additional expenses incurred in, or arising from, its conduct of municipal elections for the Town. Poll managers will be paid at the standard rate set by the South Carolina State Election Commission for all other elections.

3. In the event a protest is filed, or litigation is commenced, in connection with the conduct of municipal elections, the same shall be heard by the Board and defended by its attorney. The town shall pay all fees, costs, and expenses incurred in such protest or litigation, including, but not limited to, fees, costs and expenses of the board, its officers, agents and employees, and the officers, agents and employees of the county

4. The Board shall provide invoices and/or other documentation to the Town of all costs and expenses incurred in the conduct of municipal elections, protests, certification of results, litigation or other costs which may be incurred and reimbursed which are not specifically mentioned in this section.

5. If any provision of this section or its application to any circumstance is held by a court of competent jurisdiction to be invalid for any reason, this holding does not affect other provisions or applications of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are severable.

6. This action shall take effect upon adoption of this section accepting the authority being transferred hereunder.

Joseph Passiment, Chairman
Beaufort County Council

Sarah Brock,
Clerk to Council

First Reading:_____

Second Reading:_____

Third Reading:_____

Council

Kevin Phillips
Mayor

Mary Beth Heyward
Mayor Pro Tempore

Jerry Ashmore
Jorge Guerrero
Darryl Owens



Van Willis
Town Manager

T. Alan Beach
Chief of Police

Jeffrey S. Coppinger
Operations

Noah Krepps
Planning

ORDINANCE 2024 -13

An Ordinance transferring the authority for conducting municipal elections to the county election commission, repealing Section 6-8 – Municipal Election Commission within Chapter 6 – Elections, and amending Section 6-9, 6-10, 6-11 Chapter 6 – Elections of the Town of Port Royal Code of Ordinances

WHEREAS, §5-15-145 of the South Carolina Code of Laws provides that municipalities are authorized to transfer by Ordinance authority for conducting municipal elections to the county elections commission; and,

WHEREAS, §5-15-145 also provides that the County elections commission is authorized to conduct municipal elections; and,

WHEREAS, §5-15-145 provides that the ordinance transferring such authority must state the terms of the agreement between the municipality and the County for such transfer of authority; and,

WHEREAS, Town Council for the Town of Port Royal finds that it is in the best interest of the Town and its citizens for the authority to conduct municipal elections to be transferred to the Board of Voter Registration and Elections of Beaufort County; and,

WHEREAS, pending approval of Beaufort County Council, the Board of Voter Registration and Elections of Beaufort County has agreed to this transfer of authority under the terms set forth below:

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Port Royal, in council duly assembled, and by the authority of the same, as follows:

1. The authority for the conducting municipal elections in the Town of Port Royal is hereby transferred to the Board of Voter Registration and Elections of Beaufort County.
2. The Board of Voter Registration and Elections of Beaufort County (the Beaufort County Board) shall hereafter be empowered to conduct municipal elections in the Town of Port Royal in accordance with Title 7 of the South Carolina Code of Laws, and the Code of Ordinances for the Town of Port Royal. The Beaufort County Board will certify the results of each election to the municipality immediately following the certification of the votes cast in each election.
3. The Town of Port Royal Municipal Election Commission shall be abolished, and Section 1-8003 of the Town of Port Royal Code of Ordinances shall be repealed.
4. The Town of Port Royal shall reimburse the Board of Beaufort County for all costs incurred in providing ballots, advertising elections, printing costs, poll managers compensation and other

related additional expenses incurred in its conduct of municipal elections in the Town of Port Royal. Poll Managers will be paid at the standard rate set by the State Election Commission and, in addition to those rates paid by the State, shall include any additional stipends approved by Beaufort County Council. In the event a protest is filed, or litigation is commenced in connection with the conduct of municipal elections, the Town of Port Royal shall pay all fees, costs and expenses incurred in such protest or litigation. The Beaufort County Board shall provide invoices and/or other documentation to the Town of Port Royal of all such additional costs and expenses incurred in the conduct of Town of Port Royal Municipal Elections, protests, certifications of results, litigation or other costs which may be incurred, not specifically mentioned in this ordinance.

5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of inconsistency.
6. This Ordinance shall become finally binding upon adoption, and additionally upon the adoption of Beaufort County Council of an Ordinance accepting such transfer.



Kevin Phillips, Mayor



Lisa Graham, Town Clerk

Attest

First Reading

6/12/04

Second Reading and adoption

7/10/04

Approved in Form: Thomas A. Bendle, Jr.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:
<i>RECOMMEND APPROVAL OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 3.1.60 (CONSOLIDATED USE TABLE), 3.3.40 (COMMUNITY CENTER MIXED USE (C4) ZONE STANDARDS), AND 3.3.50 (REGIONAL CENTER MIXED USE (C5) ZONE STANDARDS) TO ALLOW DWELLING: SINGLE FAMILY DETACHED UNIT IN C4 NEIGHBORHOOD MIXED USE AND C5 REGIONAL CENTER MIXED USE</i>
MEETING NAME AND DATE:
<i>Community Services and Land Use Committee Meeting, September 9, 2024</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>This text amendment application went before the Beaufort County Planning Commission at their July 1, 2024, meeting. At that time, the Commission voted 4-3 to recommend approval of the proposed amendment to County Council. The same motion also recommended approval of applying the use to zoning district Community Center Mixed Use (C4). Therefore, the ordinance reflects the recommendation from staff and the Planning Commission.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant is seeking to amend the Community Development Code (CDC) to allow the use of Single Family Detached Unit in the C5 district because many properties zoned C5 are non-conforming and/or are platted purposefully to hold single-family homes.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>The text amendment helps further equity and promotes affordable housing. Staff recommends approval and encourages that zoning district C4 also adopts the amendment to continue further consistency.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve, modify, or deny the application as submitted.* *Council's decision must be based on the standards in Section 7.3.30 C of the Community Development Code (Attachment A to this AIS) and must clearly state the factors considered in making its decision and the basis or rationale for the decision. (7.4.90 B.3). These factors are as follows:</i> <ol style="list-style-type: none"><i>1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan;</i><i>2. Is not in conflict with any provision of this Development Code or the Code of Ordinances;</i><i>3. Is required by changed conditions;</i><i>4. Addresses a demonstrated community need;</i><i>5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County;</i><i>6. Would result in a logical and orderly development pattern; and</i>

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

Attachment A.

CDC Section 7.3.30 B.7 Text Amendments provides:

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

CDC Section 7.3.30 Code Text Amendment Review Standards.

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

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

CDC Section 7.4.90 B.3 provides:

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

TEXT AMENDMENT REQUESTS

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

THE REQUEST:

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



MEMORANDUM

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

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

DATE: July 5, 2024

SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 3.1.60 (CONSOLIDATED USE TABLE), 3.3.40 (COMMUNITY CENTER MIXED USE (C4) ZONE STANDARDS), AND 3.3.50 (REGIONAL CENTER MIXED USE (C5) ZONE STANDARDS) TO ALLOW DWELLING: SINGLE FAMILY DETACHED UNIT IN C4 NEIGHBORHOOD MIXED USE AND C5 REGIONAL CENTER MIXED USE

STAFF REPORT:

A. BACKGROUND:

Case No. CDPA-000038-2024

Applicant: Rhonda W Bryan

Proposed Amendment: Amendment to Sections 3.1.60 and 3.3.50 of the Community Development Code

B. SUMMARY AND BACKGROUND:

The proposed amendment seeks to permit single-family residences within the C5 Regional Center Mixed Use zoning district. The current standards do not allow for this use which has created nonconformities within the county- specifically North of the Broad River. The current standards allow a full range of retail, service, and office uses. The proposed standards would allow a density compatible with surrounding Single-Family residential areas.

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

1. **Is consistent with the goals, objectives, and policies of the Comprehensive Plan;** Yes, the amendment is consistent with and furthers the goals of the Comprehensive Plan. Strategy H.1 recommends to “develop policies for the appropriate location and quality of affordable housing.” A crucial aspect of affordability involves promoting infill development which is attainable through this amendment. Additionally, the Built

Environment Core Value #4 emphasizes the ability for landowners to profit from their land. Presently, numerous C5 properties are designated as non-conforming and feature small-lot patterns. The inability to build single-family homes on these lots diminishes equity by restricting property owners' choices and investment potential.

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

No, it is not in conflict. However, to continue further consistency, it is recommended that zoning district Community Center Mixed Use (C4) is also amended to allow single-family detached dwelling units as well.

3. Is required by changed conditions;

No, it is not.

4. Addresses a demonstrated community need;

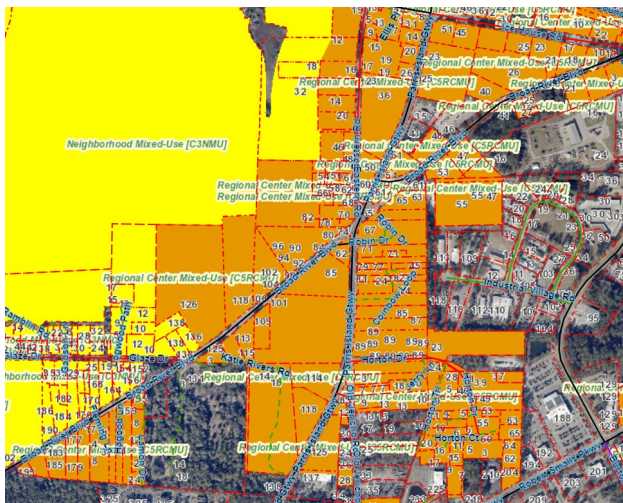
Yes, many properties zoned C5 are non-conforming and/or are platted purposefully to hold single-family homes. There exists a small lot pattern curated of low-density housing that needs to be considered conforming.

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

Yes, the Regional Center Mixed Use (C5) zoning district's purpose is to contain mixed uses; adding single family detached dwelling units furthers this purpose.

6. Would result in a logical and orderly development pattern; and

Yes, this would allow particular neighborhood compatible development – particularly along Parris Island Gateway.



It's essential to recognize that the market will not sustain expansive traditional single-family neighborhoods with 2.6 units per acre on extensive tracts along major roads.

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

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

D. STAFF RECOMMENDATION: Staff recommends approval.

E. PLANNING COMMISSION RECOMMENDATION: This text amendment went before the Beaufort County Planning Commission at their July 1, 2024 meeting. At that time, the Commission voted 4-3 to recommend approval of the proposed amendment along with recommending that zoning district C4 also adopt Single Family Detached Unit as a permitted use to County Council.

F. ATTACHMENTS:

- Text Amendment Changes

3.1.60 - Consolidated Use Table

Table 3.1.60: Consolidated Use Table																			
	Land Use Type	T 1 N	T2 R	T 2 R L	T2 R N	T2 R N O	T2 R C	T3 E	T3 H N	T 3 N	T3 N O	T4 H C	T4 V C	T4 H C O	T4 N C	C3	C4	C5	SI
AGRICULTURE																			
1.	Agriculture & Crop Harvesting	P	P	P	P	P	P	P	—	—	—	—	—	—	—	P	—	—	—
2.	Aquaponics	S	S	S	S	S	S	S								S			
3.	Agricultural Support Services	—	P	P	P	P	P	—	—	—	—	P	P	P	—	TC P	P	P	P
4.	Animal Production	—	C	—	C	C	C	—	—	—	—	—	—	—	—	—	—	—	—
5.	Animal Production: Factory Farming	—	S	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
6.	Seasonal Farmworker Housing	—	C	C	C	C	C	C	—	—	—	—	—	—	—	C	—	—	—
7.	Forestry	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
8.	Commercial Stables	—	C	C	C	C	C	—	—	—	—	—	—	—	—	C	—	—	—
RESIDENTIAL																			
1.	Dwelling: Single Family Detached Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	TC P P	TC P P	—

3.3.40 - Community Center Mixed Use (C4) Zone Standards

A. Purpose	
The Community Center Mixed Use (C4) Zone provides for a limited number of retail, service, and office uses intended to serve the surrounding neighborhood.	
These are smaller uses and not highway service types of uses. The intensity standards are set to ensure that the uses have the same suburban character as the surrounding suburban residential areas. They are intended to blend with the surrounding areas, not threaten the character of the area. This Zone shall not consist of strip developments but rather neighborhood centers with a sense of place.	
B. Building Placement	
Setback (Distance from ROW/Property Line)	
Front	20' min.
Side:	
Side, Main Building	10' min.
Side, Ancillary Building	10' min.
Rear	15' min.
Lot Size	
Lot Size	5,000 SF min.
Width	50' min.
Minimum Site Area	
Single-Family and Duplex	5,000 SF
Multi-Family	21,780 SF
Note:	
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.	
C. Building Form	
Building Height	

Single-Family and Duplex	2.5 stories max.
Multi-Family	3 stories max.
Non-Residential Buildings	2 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Gross Density	12 d.u./acre max.
Floor Area Ratio ²	0.23 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	
² Requirement applies to non-residential buildings.	
E. Parking	
For parking space requirements see Table 5.5.40.B (Parking Space Requirements).	

F. C4 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C4
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP P
Dwelling: Single-Family Attached Unit	2.3	TCP

3.3.50 - Regional Center Mixed Use (C5) Zone Standards

A. Purpose	
<p>The Regional Center Mixed Use (C5) Zone permits a full range of retail, service, and office uses. The Zone's intensity accommodates regional and community commercial and business activities. Uses include large, commercial activities that serve the entire County and highway-oriented businesses that need to be located on major highways. While this use intends high-quality, commercial character, the setback or build-to-line, landscaping and other design requirements provide a uniform streetscape that makes provision for pedestrian and transit access. The Zone is intended to be more attractive than commercial areas in other counties to maintain the attractive tourist and business environment and have minimal impact on surrounding residential areas.</p> <p>The Zone is not intended to be a strip along all arterials and collectors. In developing areas, the minimum depth of a parcel along an arterial or collector shall be 600'. The minimum zone size shall be 20 acres. In the older, built-up areas, new uses shall have depths and areas equal to or greater than similar uses in the area. This Zone shall be located in areas designated "regional commercial" in the Comprehensive Plan.</p>	
B. Building Placement	
Setback (Distance from ROW/Property Line)	
Front	25' min.
Side:	
Side, Main Building	15' min.
Side, Ancillary Building	15' min.
Rear	10' min.
Lot Size	
Single-Family Detached	5,000 SF min.
Lot Size All Other Uses	21,780 SF min.
Width	150' min.
Note:	
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.	
C. Building Form	
Building Height	

Single-Family Detached	2.5 stories max
All Buildings All Other Buildings	3 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Density	15.0 d.u./acre max. ²
Floor Area Ratio ³	0.37 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	
² See Section 4.1.350 for Affordable Housing density bonuses.	
³ Requirement applies to non-residential buildings.	
E. Parking	
For parking space requirements see Table 5.5.40.B (Parking Space Requirements).	

F. C5 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C5
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP P
Dwelling: Single-Family Attached Unit	2.3	TCP

ORDINANCE 2024/_____

AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 3.1.60 (CONSOLIDATED USE TABLE), 3.3.40 (COMMUNITY CENTER MIXED USE (C4) ZONE STANDARDS), AND 3.3.50 (REGIONAL CENTER MIXED USE (C5) ZONE STANDARDS) TO ALLOW DWELLING: SINGLE FAMILY DETACHED UNIT IN C4 NEIGHBORHOOD MIXED USE AND C5 REGIONAL CENTER MIXED USE

WHEREAS, the Regional Center Mixed Use (C5) zoning district does not permit single family detached units unless in a Traditional Community Plan; and

WHEREAS, a landowner has requested to permit single family detached units in C5; and

WHEREAS, the Planning Department has proposed this amendment to allow density compatible with surrounding Single-Family residential areas; and

WHEREAS, the Beaufort County Comprehensive Plan recommends to “develop policies for the appropriate location and quality of affordable housing” and emphasizes the ability for landowners to profit from their land; and

WHEREAS, the Beaufort County Planning Commission considered the request on July 1, 2024, voting 4-3 to recommend that County Council approve the request along with the recommendation that the changes also be applied to Community Center Mixed Use (C4) zoning district; and

WHEREAS, County Council now wishes to amend the Community Development Code (CDC) to permit single family detached units to Community Center Mixed Use (C4) and Regional Center Mixed Use (C5) zoning districts.

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

The Community Development Code is hereby amended to permit the use of Single Family Detached Unit to Community Center Mixed Use (C4) and Regional Center Mixed Use (C5) zoning districts. Sections 3.1.60, 3.3.40, and 3.3.50 of the Community Development Code are hereby amended to reflect the language depicted in Exhibit A.

Ordained this ____ day of _____, 2024

Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

3.1.60 - Consolidated Use Table

Table 3.1.60: Consolidated Use Table																			
	Land Use Type	T 1 N	T2 R	T 2 R L	T2 R N	T2 R N O	T2 R C	T3 E	T3 H N	T 3 N	T3 N O	T4 H C	T4 V C	T4 H C O	T4 N C	C3	C4	C5	SI
AGRICULTURE																			
1.	Agriculture & Crop Harvesting	P	P	P	P	P	P	P	—	—	—	—	—	—	—	P	—	—	—
2.	Aquaponics	S	S	S	S	S	S	S								S			
3.	Agricultural Support Services	—	P	P	P	P	P	—	—	—	—	P	P	P	—	TC P	P	P	P
4.	Animal Production	—	C	—	C	C	C	—	—	—	—	—	—	—	—	—	—	—	—
5.	Animal Production: Factory Farming	—	S	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
6.	Seasonal Farmworker Housing	—	C	C	C	C	C	C	—	—	—	—	—	—	—	C	—	—	—
7.	Forestry	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
8.	Commercial Stables	—	C	C	C	C	C	—	—	—	—	—	—	—	—	C	—	—	—
RESIDENTIAL																			
1.	Dwelling: Single Family Detached Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	TC P P	TC P P	—

3.3.40 - Community Center Mixed Use (C4) Zone Standards

A. Purpose	
The Community Center Mixed Use (C4) Zone provides for a limited number of retail, service, and office uses intended to serve the surrounding neighborhood.	
These are smaller uses and not highway service types of uses. The intensity standards are set to ensure that the uses have the same suburban character as the surrounding suburban residential areas. They are intended to blend with the surrounding areas, not threaten the character of the area. This Zone shall not consist of strip developments but rather neighborhood centers with a sense of place.	
B. Building Placement	
Setback (Distance from ROW/Property Line)	
Front	20' min.
Side:	
Side, Main Building	10' min.
Side, Ancillary Building	10' min.
Rear	15' min.
Lot Size	
Lot Size	5,000 SF min.
Width	50' min.
Minimum Site Area	
Single-Family and Duplex	5,000 SF
Multi-Family	21,780 SF
Note:	
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.	
C. Building Form	
Building Height	

Single-Family and Duplex	2.5 stories max.
Multi-Family	3 stories max.
Non-Residential Buildings	2 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Gross Density	12 d.u./acre max.
Floor Area Ratio ²	0.23 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	
² Requirement applies to non-residential buildings.	
E. Parking	
For parking space requirements see Table 5.5.40.B (Parking Space Requirements).	

F. C4 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C4
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP P
Dwelling: Single-Family Attached Unit	2.3	TCP

3.3.50 - Regional Center Mixed Use (C5) Zone Standards

A. Purpose

The Regional Center Mixed Use (C5) Zone permits a full range of retail, service, and office uses. The Zone's intensity accommodates regional and community commercial and business activities. Uses include large, commercial activities that serve the entire County and highway-oriented businesses that need to be located on major highways. While this use intends high-quality, commercial character, the setback or build-to-line, landscaping and other design requirements provide a uniform streetscape that makes provision for pedestrian and transit access. The Zone is intended to be more attractive than commercial areas in other counties to maintain the attractive tourist and business environment and have minimal impact on surrounding residential areas.

The Zone is not intended to be a strip along all arterials and collectors. In developing areas, the minimum depth of a parcel along an arterial or collector shall be 600'. The minimum zone size shall be 20 acres. In the older, built-up areas, new uses shall have depths and areas equal to or greater than similar uses in the area. This Zone shall be located in areas designated "regional commercial" in the Comprehensive Plan.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	25' min.
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Side:

Side, Main Building	15' min.
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Side, Ancillary Building	15' min.
--------------------------	----------

Rear	10' min.
------	----------

Lot Size

Single-Family Detached	5,000 SF min.
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Lot Size All Other Uses	21,780 SF min.
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Width	150' min.
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Note:

For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.

C. Building Form

Building Height

Single-Family Detached	2.5 stories max
All Buildings All Other Buildings	3 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Density	15.0 d.u./acre max. ²
Floor Area Ratio ³	0.37 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	
² See Section 4.1.350 for Affordable Housing density bonuses.	
³ Requirement applies to non-residential buildings.	
E. Parking	
For parking space requirements see Table 5.5.40.B (Parking Space Requirements).	

F. C5 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C5
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP P
Dwelling: Single-Family Attached Unit	2.3	TCP



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:

TEXT AMENDMENT TO ARTICLE 1 (GENERAL PROVISIONS), DIVISION 1.3 (APPLICABILITY AND JURISDICTION), SECTION 1.3.50 (EXEMPTIONS) OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO PROVIDE EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICES USES

MEETING NAME AND DATE:

Community Services and Land Use Committee Meeting, September 9, 2024

PRESENTER INFORMATION:

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

ITEM BACKGROUND:

In 2020, the County adopted the provision that provided exemption for public service uses to allow the County to provide necessary services in any zoning district. To provide more oversight, this amendment to the provision would require an additional public hearing before the Planning Commission .

PROJECT / ITEM NARRATIVE:

Beaufort County Staff is requesting an amendment to Section 1.3.50 of the Community Development Code (CDC) to provide more oversight and public input into an exemption for Public Service Uses.

FISCAL IMPACT:

Not applicable

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval.

OPTIONS FOR COUNCIL MOTION:

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

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

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

Attachment A.**CDC Section 7.3.30 B.7 Text Amendment** provides:

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

CDC Section 7.3.30 Code Text Amendment Review Standards.

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

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

CDC Section 7.4.90 B.3 provides:

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

TEXT AMENDMENT REQUESTS

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

THE REQUEST:

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



MEMORANDUM

TO: Beaufort County Planning Commission

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

DATE: July 15, 2024

SUBJECT: TEXT AMENDMENT TO ARTICLE 1 (GENERAL PROVISIONS), DIVISION 1.3 (APPLICABILITY AND JURISDICTION), SECTION 1.3.50 (EXEMPTIONS) OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO PROVIDE EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICES USES

STAFF REPORT:

A. BACKGROUND:

Case No. CDPA-000040-2024

Proposed Amendment: Text Amendment to Section 1.3.50

B. SUMMARY AND BACKGROUND:

Beaufort County Staff is requesting an amendment to Section 1.3.50 of the Community Development Code (CDC) to provide more oversight and public input into an exemption for Public Service Uses. The purpose of the exemption for public service uses is to allow the County to provide necessary services in any zoning district with the requirement that the proposed use receive a public hearing before a decision by County Council. This provision was adopted by Council in 2020. This amendment would provide greater oversight and an additional public hearing by requiring public service exemptions to receive a public hearing at the Planning Commission meeting in addition to the one at County Council prior to Council action. The purpose of this amendment is to provide greater flexibility for the County government to respond to public safety and service needs throughout the County where these needs warranted, while providing additional oversight and public input into the process.

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

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

Yes, the Comprehensive Plan's Capital Improvement Plan outlines county facility needs that could be assisted through this amendment.

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

No, this sets a provision that would allow county service needs to locate on properties that may not otherwise be allowed. Its purpose is to make sure that there are not conflicts with any provisions when constructing needed public facilities.

3. Is required by changed conditions;

Yes, as the County grows, available land for public facilities becomes more difficult to acquire.

4. Addresses a demonstrated community need;

Yes, see 1.

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

No, it would not improve compatibility with uses allowed in particular zoning districts. However, the procedure added into this amendment still gives County Council ability to approve or deny any project utilizing this amendment taking into account contiguous uses.

6. Would result in a logical and orderly development pattern; and

See 5.

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

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

D. RECOMMENDATION: Staff recommends approval.

E. ATTACHMENTS:

- Text Amendment Changes

1.3.50 - Exemptions

- A. The provisions of this Development Code shall not require formal subdivision of land as a result of actions taken by the State of South Carolina and its political subdivisions to acquire land or interests in land for public right-of-way and easements.
- B. County Council, public utilities, or County agencies may be exempt from the provisions of this Development Code when an emergency exists such that it is impossible to submit to the normal procedures and standards of this Development Code and quick and instant action is necessary to secure the public health, safety, or welfare. The County Council shall ratify such exemption after the fact at its next regularly scheduled meeting, and shall base its ratification on specified findings of fact related to the emergency involved.
- C. A public utility or public infrastructure installation (water, sewer, roads, gas, stormwater, telephone, cable, etc.) is exempt from the standards of this Development Code, except:
 - 1. Thoroughfare standards, in Division 2.9 (Thoroughfare Standards);
 - 2. Wetland standards, in Section 5.11.30 (Tidal Wetlands), and Section 5.11.40 (Non-Tidal Wetlands);
 - 3. River Buffer standards, in Section 5.11.60 (River Buffer);
 - 4. Tree Protection standards, in Section 5.11.90 (Tree Protection);
 - 5. Stormwater management standards, in Section 5.12.30 (Stormwater Standards);
 - 6. Utility standards, in Section 4.1.210 (Regional (Major) Utility);
 - 7. Wireless communication facilities standards, in Section 4.1.320 (Wireless Communications Facility).
 - 8. Historic Preservation standards, in Division 5.10 (Historic Preservation).
- D. The Department of Defense shall be exempt from the standards of this Development Code.
- E. The paving of dirt roads are deemed not to constitute "development" and shall be exempt from the standards of this Development Code if the action meets one of the following conditions:
 - 1. Existing County maintained dirt roads which are improved and/or paved as part of Beaufort County's Dirt Road Paving Program as set forth in Beaufort County Policy Statement 15 and Policy Statement 17;
 - 2. Private dirt roads with adequate existing stormwater conveyance systems where the project is not related to a pending or proposed development of adjacent land, and the proposed paving meets the Thoroughfare Construction Specifications in Section 2.9.80. Private dirt roads without adequate existing stormwater conveyance systems will be required to construct a conveyance system per the County's Stormwater Best Management Practices (BMP) Manual but will not be required to meet the Effective Impervious Values in Table 5.12.30.A or provide Retention/Detention Facilities.
- F. **County public service uses.** Due to the unique nature of certain county public service uses and the need to locate these uses in certain areas of the county irrespective of prevailing zoning district regulations, Beaufort County may establish in any zoning district any public service use authorized to county government by S.C. Code §4-9-30, as amended, or any other statute or law of the State of South Carolina; provided that all public service uses meet the following requirements:
 - 1. The use shall meet the applicable requirements in Article 5 (Supplemental to Zones) of the Community Development Code.
 - 2. **Public hearing for county public service uses.** Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be submitted and approved. The Beaufort County Planning Commission will hold a public hearing on

the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. The Beaufort County Planning Commission will, after conducting the public hearing, provide a recommendation to the County Council with findings of fact regarding compliance with the Beaufort County Comprehensive Plan. Upon the Planning Commission's recommendation being received ~~and~~. The Beaufort County Council will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the review of the planning commission's recommendation, information presented at the public hearings, and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the request in favor of a more acceptable site elsewhere, ~~approve the use or approve the use with conditions and/or restrictions.~~

([Ord. No. 2017/20, 6-26-17](#) ; [Ord. No. 2018/7, 3-12-18](#))

ORDINANCE 2024/ _____

TEXT AMENDMENT TO ARTICLE 1 (GENERAL PROVISIONS), DIVISION 1.3 (APPLICABILITY AND JURISDICTION), SECTION 1.3.50 (EXEMPTIONS) OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO PROVIDE EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICES USES

WHEREAS, County Council amended Section 1.3.50 (Exemptions) of the Community Development Code (CDC) to adopt Section 1.3.50.F (County public service uses) in 2020; and

WHEREAS, this adoption allows public service uses to be located in certain areas of the county irrespective of prevailing zoning district regulations due to unique nature of certain public service uses; and

WHEREAS, this adoption also stated that a public hearing before County Council is required; and

WHEREAS, Beaufort County Staff has requested to provide more oversight and public input but requiring public service exemptions to receive a public hearing before Planning Commission; and

WHEREAS, the Beaufort County Planning Commission considered the request on September 5, 2024, voting ____ to recommend that County Council ____ the request; and

WHEREAS, County Council now wishes to amend the Community Development Code (CDC) to require a public hearing before Planning Commission whenever Section 1.3.50. F is practiced.

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

The Community Development Code is hereby amended to require a public hearing before Planning Commission in the case of exempting public service uses from adhering to the prevailing zoning district regulations. Section 1.3. 50 of the Community Development Code is hereby amended to reflect the language depicted in Exhibit A.

Ordained this ____ day of _____, 2024

Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

Exhibit A

1.3.50 - Exemptions

- A. The provisions of this Development Code shall not require formal subdivision of land as a result of actions taken by the State of South Carolina and its political subdivisions to acquire land or interests in land for public right-of-way and easements.
- B. County Council, public utilities, or County agencies may be exempt from the provisions of this Development Code when an emergency exists such that it is impossible to submit to the normal procedures and standards of this Development Code and quick and instant action is necessary to secure the public health, safety, or welfare. The County Council shall ratify such exemption after the fact at its next regularly scheduled meeting, and shall base its ratification on specified findings of fact related to the emergency involved.
- C. A public utility or public infrastructure installation (water, sewer, roads, gas, stormwater, telephone, cable, etc.) is exempt from the standards of this Development Code, except:
 - 1. Thoroughfare standards, in Division 2.9 (Thoroughfare Standards);
 - 2. Wetland standards, in Section 5.11.30 (Tidal Wetlands), and Section 5.11.40 (Non-Tidal Wetlands);
 - 3. River Buffer standards, in Section 5.11.60 (River Buffer);
 - 4. Tree Protection standards, in Section 5.11.90 (Tree Protection);
 - 5. Stormwater management standards, in Section 5.12.30 (Stormwater Standards);
 - 6. Utility standards, in Section 4.1.210 (Regional (Major) Utility);
 - 7. Wireless communication facilities standards, in Section 4.1.320 (Wireless Communications Facility).
 - 8. Historic Preservation standards, in Division 5.10 (Historic Preservation).
- D. The Department of Defense shall be exempt from the standards of this Development Code.
- E. The paving of dirt roads are deemed not to constitute "development" and shall be exempt from the standards of this Development Code if the action meets one of the following conditions:
 - 1. Existing County maintained dirt roads which are improved and/or paved as part of Beaufort County's Dirt Road Paving Program as set forth in Beaufort County Policy Statement 15 and Policy Statement 17;
 - 2. Private dirt roads with adequate existing stormwater conveyance systems where the project is not related to a pending or proposed development of adjacent land, and the proposed paving meets the Thoroughfare Construction Specifications in Section 2.9.80. Private dirt roads without adequate existing stormwater conveyance systems will be required to construct a conveyance system per the County's Stormwater Best Management Practices (BMP) Manual but will not be required to meet the Effective Impervious Values in Table 5.12.30.A or provide Retention/Detention Facilities.
- F. **County public service uses.** Due to the unique nature of certain county public service uses and the need to locate these uses in certain areas of the county irrespective of prevailing zoning district regulations, Beaufort County may establish in any zoning district any public service use authorized to county government by S.C. Code §4-9-30, as amended, or any other statute or law of the State of South Carolina; provided that all public service uses meet the following requirements:
 - 1. The use shall meet the applicable requirements in Article 5 (Supplemental to Zones) of the Community Development Code.
 - 2. **Public hearing for county public service uses.** Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be

submitted and approved. The Beaufort County Planning Commission will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. The Beaufort County Planning Commission will, after conducting the public hearing, provide a recommendation to the County Council with findings of fact regarding compliance with the Beaufort County Comprehensive Plan. Upon the Planning Commission's recommendation being received, ~~and~~. The Beaufort County Council will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the review of the planning commission's recommendation, information presented at the public hearings, and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the request in favor of a more acceptable site elsewhere, approve the use or approve the use with conditions and/or restrictions.



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:

COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN

MEETING NAME AND DATE:

Community Services and Land Use Committee Meeting, September 9, 2024

PRESENTER INFORMATION:

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

ITEM BACKGROUND:

In 2023, Act 57 of the South Carolina General Assembly amended SC Code §6-4-12 to allow Accommodations Tax Revenue (ATAX) to be eligible to support workforce housing. However, to enable state ATAX funds to be eligible for workforce housing, the County must complete and adopt a Housing Impact Analysis to the Comprehensive Plan.

PROJECT / ITEM NARRATIVE:

This analysis includes a review of costs, prices, availability of financing, general housing costs, development standards, and the impact of the ordinance on households.

FISCAL IMPACT:

Not applicable

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval.

OPTIONS FOR COUNCIL MOTION:

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

*Council's decision must be based on the standards in Section 7.3.20 C of the Community Development Code (Attachment A to this AIS) and must clearly state the factors considered in making its decision and the basis or rationale for the decision. (7.4.90 B.3). These factors are as follows:

1. Whether capital investments, population trends, land committed to development, density, use, or other conditions have changed that justify the amendment;
2. Whether the proposed amendment is consistent with the Comprehensive Plan's goals and policies;
3. Whether the proposed amendment is necessary to respond to state and/or federal legislation;
4. Whether the proposed amendment would result in development that is compatible with surrounding land uses;
5. Whether and the extent to which the proposed amendment would affect the capacities of public facilities and services, including roads, utilities, law enforcement, fire, EMS, schools, parks and recreation, solid waste, and drainage facilities; and

6. *Whether, and the extent to which, the proposed amendment would result in negative impacts to natural resources.*

Attachment A.

CDC Section 7.3.20 B.7 Comprehensive Plan Amendment provides:

The County Council's decision shall be based on the standards in Subsection 7.3.20.C.

CDC Section 7.3.20 Code Text Amendment Review Standards.

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

1. Whether capital investments, population trends, land committed to development, density, use, or other conditions have changed that justify the amendment;
2. Whether the proposed amendment is consistent with the Comprehensive Plan's goals and policies;
3. Whether the proposed amendment is necessary to respond to state and/or federal legislation;
4. Whether the proposed amendment would result in development that is compatible with surrounding land uses;
5. Whether and the extent to which the proposed amendment would affect the capacities of public facilities and services, including roads, utilities, law enforcement, fire, EMS, schools, parks and recreation, solid waste, and drainage facilities; and
6. Whether, and the extent to which, the proposed amendment would result in negative impacts to natural resources.

CDC Section 7.4.90 B.3 provides:

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

COMPREHENSIVE PLAN AMENDMENT REQUESTS

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

THE REQUEST:

1. CAPITAL INVESTMENTS, POPULATION TRENDS, LAND COMMITTED TO DEVELOPMENT, DENSITY, USE, OR OTHER CONDITIONS HAVE/ (HAVE NOT) CHANGED THAT JUSTIFY THE AMENDMENT; _____
2. IS/ (IS NOT) CONSISTENT WITH THE COMPREHENSIVE PLAN'S GOALS AND POLICIES; _____
3. IS/ (IS NOT) NECESSARY TO RESPOND TO STATE AND/OR FEDERAL LEGISLATION; _____
4. WOULD/ (WOULD NOT) RESULT IN DEVELOPMENT THAT IS COMPATIBLE WITH SURROUNDING LAND USES; _____
5. WOULD NOT/ (WOULD) AFFECT THE CAPACITIES OF PUBLIC FACILITIES AND SERVICES, INCLUDING ROADS, UTILITIES, LAW ENFORCEMENT, FIRE, EMS, SCHOOLS, PARKS AND RECREATION, SOLID WASTE, AND DRAINAGE FACILITIES; _____
6. WOULD NOT/ (WOULD) RESULT IN NEGATIVE IMPACTS TO NATURAL RESOURCES; _____



MEMORANDUM

TO: Beaufort County Planning Commission

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

DATE: July 15, 2024

SUBJECT: COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN

STAFF REPORT:

A. BACKGROUND:

Case No.

CDPA-000041-2024

Proposed Amendment:

Addition of the Beaufort County Housing Impact Analysis to the 2040 Comprehensive Plan

B. SUMMARY AND BACKGROUND:

In 2023, Act 57 of the South Carolina General Assembly amended SC Code §6-4-12 to allow Accommodations Tax Revenue (ATAX) to be eligible to support workforce housing. The new law allows up to 15% of both state and local ATAX to be used to support workforce housing for those earning between 30%-120% Area Median Income (AMI). However, to enable state ATAX funds to be eligible for workforce housing, the County must complete and adopt a Housing Impact Analysis to the Comprehensive Plan. This analysis must include a review of costs, prices, availability of financing, general housing costs, development standards, and the impact of the ordinance on households.

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

1. Whether capital investments, population trends, land committed to development, density, use, or other conditions have changed that justify the amendment;

Yes, affordable housing is a documented growing need for the County as the population of residents and range amongst income has increased.

2. Whether the proposed amendment is consistent with the Comprehensive Plan's goals and policies;

Yes, this addition will enable the County to tap into funding and assist with the implementation of the goals set forth in the Housing section of the Comprehensive Plan.

3. Whether the proposed amendment is necessary to respond to state and/or federal legislation;

Yes, this analysis was completed in response to an amendment to SC Code §6-4-12. This amendment, also known as Act 57, allows 15% of both local and state ATAX to be used to support workforce housing.

4. Whether the proposed amendment would result in development that is compatible with surrounding land uses;

Yes, all the projects would follow the standards set forth in the Community Development Code.

5. Whether and the extent to which the proposed amendment would affect the capacities of public facilities and services, including roads, utilities, law enforcement, fire, EMS, schools, parks and recreation, solid waste, and drainage facilities; and

Yes, it will affect public facilities and services in areas as any development does. However, it will help job retention for those within these workforces.

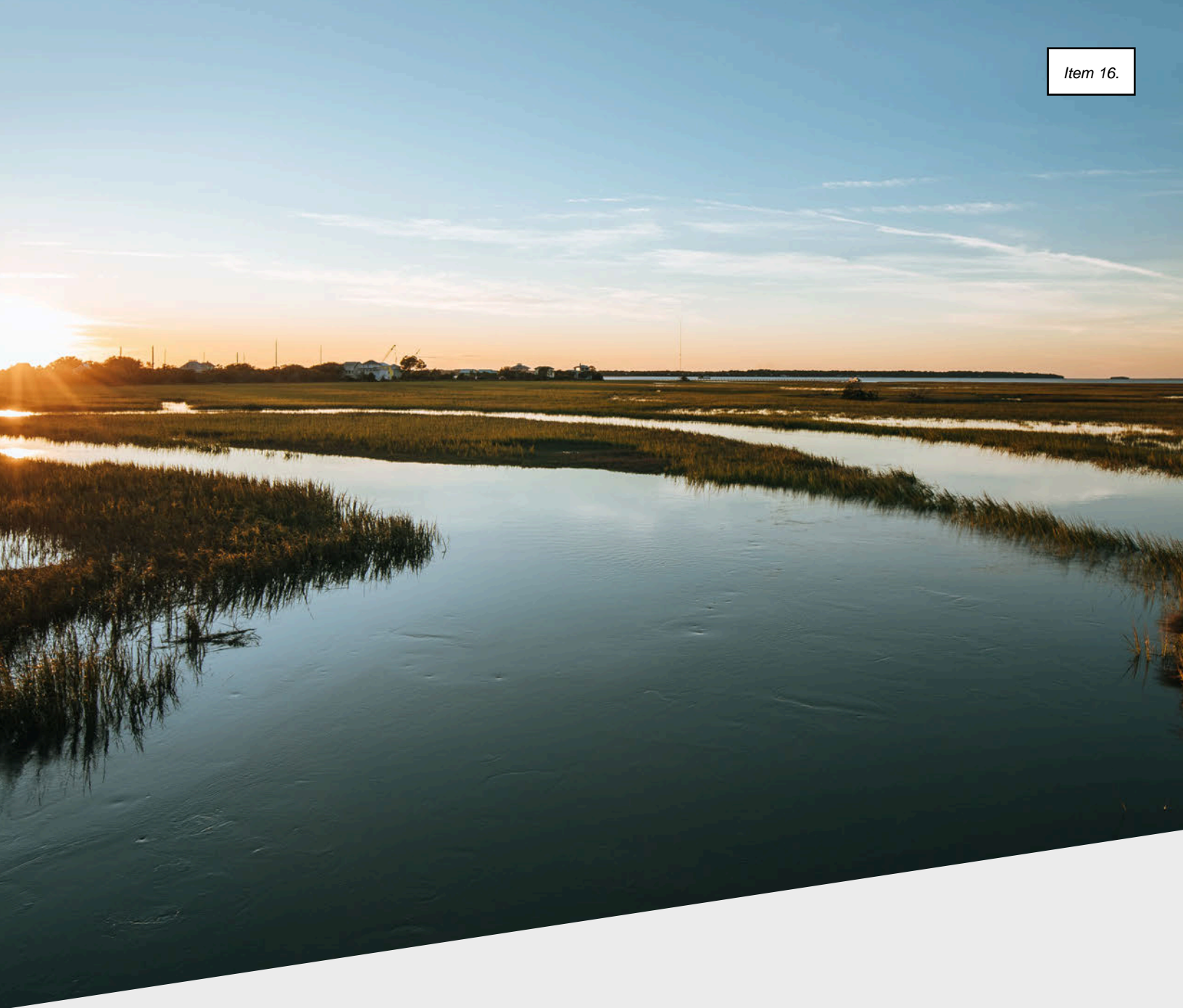
6. Whether, and the extent to which, the proposed amendment would result in negative impacts to natural resources.

No, any development on the site would be required to adhere to the natural resource protection, tree protection, wetland protection, and stormwater standards in the Community Development Code and the Stormwater BMP Manual.

D. RECOMMENDATION: Staff recommends approval.

E. ATTACHMENTS:

- Beaufort County Housing Impact Analysis



HOUSING IMPACT ANALYSIS

JUNE 2024 // PREPARED BY TOGETHER CONSULTING



Beaufort County
SOUTH CAROLINA

Beaufort County Housing Impact Analysis

Table of Contents

03	 	ACKNOWLEDGEMENT
04	 	EXECUTIVE SUMMARY
06	 	INTRODUCTION
08	 	BACKGROUND
11	 	POPULATION ANALYSIS
15	 	ECONOMIC & EMPLOYMENT ANALYSIS
26	 	HOUSING MARKET ANALYSIS & CONDITIONS
40	 	CONSTRUCTION & DEVELOPMENT COSTS
44	 	REMOVING BARRIERS TO WORKFORCE HOUSING
48	 	CONCLUSION
50	 	SOURCES
51	 	APPENDIX

Acknowledgements

The following information outlined within this Housing Impact Analysis was made possible thanks to several resources and analysis in past planning and research efforts, various local, state and community data resources, and feedback from local housing partners, developers and realtors.

Community Partners:

- Hilton Head Area Realtors Association
- Beaufort Jasper Realtors Association
- Lowcountry Council of Governments
- Hilton Head Area Home Builder Association
- Beaufort Chamber of Commerce
- Local Builders and Developers

County Staff:

- John Robinson, Interim County Administrator
- Thomas Keaveny, II, Beaufort County Attorney
- Chuck Atkinson, Assistance County Administrator for Development Services
- Robert Merchant, Planning & Zoning Department Director
- Christine Webb, Director of Compliance, Standards & Internal Controls
- Elizabeth Anderson, Planner

County Council:

- Joe Passiment, Chairman
- Larry McElynn, Vice-Chairman
- Gerald Dawson, District 1
- David Bartholomew, District 2
- York Glover, District 3
- Alice Howard, District 4
- Anna Maria Tabernik, District 6
- Logan Cunningham, District 7
- Paula Brown, District 8
- Mark Lawson, District 9
- Thomas Reitz, District 11

Consultants:

Tammie Hoy Hawkins

Together Consulting

Design Support: Virginia Howat



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CONSULTING
impact social change



Executive Summary

In November 2021, Beaufort County Council adopted the County's 2040 Comprehensive Plan. As part of this Plan, the County highlighted affordable housing as a critical need within their overall Housing Element. Prior to the adoption of this plan, the County commissioned a 2017 Housing Needs Assessment conducted by the Bowen Research group. The study was a deep dive into the County's housing market including current conditions, trends, and growth patterns along with an evaluation of projected housing needs over the next 5-year period. The Assessment was finalized in 2018. Much of the data referenced in this Housing Impact Analysis is derived from this Study along with insights from the County's 2040 Comprehensive Plan and complimented by more recent local and national data sources. Although the Bowen Study is over five years old, much of the analysis and trends are still relevant today and many of the predictions established in the 2018 plan have been realized and in some cases, have accelerated even more than anticipated, especially as it relates to housing affordability.

Within both documents, several strategies were recommended to the County for implementation to address the growing demand for more affordable housing to meet the needs of its residents and workforce. The County has already implemented several of these recommendations including but not limited to helping to establish a regional housing trust fund to support more financing and funding for affordable workforce housing, as well as offering various incentives to developers building affordable housing such as density bonuses where feasible and impact fee waivers for certain qualifying projects. Although these are valuable programs to support affordable housing production and preservation, the County has limited funding and financial resources to support the amount of affordable housing needed across the County footprint. The County receives limited federal or state funding for housing, therefore they must define local revenue sources to fill financing gaps. With the recent passage of Act 57 of the 2023 South Carolina General Assembly, amending SC Code 6-4-12, to allow Accommodations Tax Revenue (ATAX) to be eligible to support workforce housing, the County now has a new opportunity to increase local funding to support affordable housing projects.

This new law allows up to 15% of both local and state ATAX to be used to support workforce housing for those individuals earning between 30% and 120% Area Median Income (AMI). To enable the state ATAX funds to be eligible for workforce housing, the County must complete, as required by amended Section 6-4-12 of South Carolina law, a Housing Impact Analysis (HIA).

This analysis must include an overview of the following key data points and considerations:

- The cost of developing, constructing, rehabilitating, improving, maintaining, or owning single family or multifamily dwellings,
- A review of the purchase prices of new homes or the fair market value of existing homes,
- The cost and availability of financing to purchase or develop housing,
- General housing costs; including a brief summary indicating reasonable cost estimates,
- A review of density, location, setback, size, or height development on a lot, parcel, land division, or subdivision that might impact housing; and
- An analysis of the relative impact of the ordinance on low- and moderate-income households.

This Housing Impact Analysis (HIA) must also be approved by the County Planning Commission, adopted as an amendment to County's Comprehensive Plan and approved by Council. The County is also required to provide the HIA to the members of the legislative body of the local government, the Department of Revenue, and the Tourism Expenditure Revenue Committee before an ordinance is considered by the legislative body. The Department of Revenue may not disburse any accommodations taxes to the local government for purposes of development of workforce housing unless and until the local government has provided the HIA to the parties mentioned above.

The following Beaufort County HIA takes into account insights from previous housing studies along with housing trend research over the past few years, while also highlighting current economic and housing conditions, emphasizing the growing demand for workforce housing across the County.



Introduction

The Beaufort County area is made up of a variety of diverse communities from resort areas to beach towns to urban cores to rural communities. These diverse community landscapes will require a variety of strategies when addressing housing needs. Many developments in the county are within city and town submarkets, but the County recognizes that affordable housing is a need that impacts everyone regardless of jurisdictional boundaries. The success of the overall community depends on the County working closely with each jurisdiction to address the housing needs of the diverse workforce.

The Beaufort County housing market has continued to grow over the past decade with an accelerated growth in residential construction totaling 19,857 units developed since 2010. Based on a recent housing market study conducted by Ronald Brown, Research & Analysis, 17,112 of those were single family homes and 2,745 were multifamily housing units, with the largest gain in multifamily in 2021. Prior to the last five years, there were few multifamily projects completed within the County. Although there have been recent housing development within the county, including two Low Income Housing Tax Credit (LIHTC) projects currently underway, there are still too few affordable housing rental options within the County to meet the growing demand.

The 2018 Bowen Housing Needs Assessment provided the County with a better understanding of market conditions at the time and outlined the projected changes expected over the coming years that could influence future housing needs. This Housing Needs Assessment is the most current housing study completed for the county, outside the County's Comprehensive Plan, completed in 2021. The Assessment focused on select sub-markets within Beaufort County, an evaluation of past, current and projected demographic characteristics, employment trends, economic drivers, and all major housing components within the market (for-sale/ownership and rental housing) including housing costs verses area incomes. Several key recommendations from the assessment included regional strategies that would not only support Beaufort County unincorporated residents but all submarket jurisdictional partners' workforce housing needs.

One specific recommendation led to a deep dive study by the Asakura Robinson consulting group on creating a regional housing trust fund which led to the formal creation of the Beaufort Jasper Housing Trust. The new Fund became an official nonprofit in 2023 and hired its first Executive Director in April 2024.



The Assessment also evaluated factors that were affecting housing market conditions, development barriers, and affordability. All of these factors are also key components as part the Act 57's required Housing Impact Analysis. It is important to stress that the following document is a moment in time snapshot of the economic and housing market conditions in Beaufort County over the last few years along with an analysis of current market trends. The housing market within the County and the submarket communities are not static and continue to shift daily.

The goal of the Housing Impact Analysis is to provide an overview for the growing demand for workforce housing and make a clear connection between the economic need for housing and the community's workforce. In addition, the Analysis dives into what the County is already doing to support workforce housing including funding committed and also local policy efforts to remove barriers to workforce housing.

:



Background

Affordable housing is a growing concern for Beaufort County. The 2018 Bowen study indicated a need for over 6,000 total new housing units for rental and ownership over a five year period to meet the existing and projected demand, with the greatest need for the lowest income households, along with a significant need for moderate-income households. The study recommended that future rental housing development should consider a variety of rent and income-eligibility levels, and there is an equal need for more home-ownership housing priced under \$200,000, primarily due to projected household growth and limited supply.

These are pre-pandemic estimates. The demand has accelerated over the past five years due to in-migration of new residents and expanded growth in the region. Based on the Department of Housing and Urban Development's annual median incomes, the 2023 median income for a family of four in Beaufort County, was \$111,300 - up by almost 30% from previous years. Considerable growth in income is due to the influx of new residents that either retired to the area or remote workers bringing higher salaries to the region post-pandemic, which also explains the growth in senior population. A 2024 Beaufort Chamber Economic Report indicated that Beaufort ranked 10th out of all counties in population growth for South Carolina. The same Economic Report also indicated that Beaufort County households' rank higher than the state average for mortgage holders and renters that are cost-burdened.

In addition to the completion of the 2018 Bowen Housing Needs Assessment and the Asakura Robinson's Housing Trust Fund Analysis, Beaufort County completed their 2040 Comprehensive Plan in November 2021. The Comprehensive Plan acknowledges that the County is closely linked to its municipalities and adjacent counties, sharing roads, waterways, habitats, and open spaces which do not follow jurisdictional boundaries. Therefore the County share many community connections with the other areas between where people live, work, worship, and play throughout the region. This requires that high levels of cooperation and collaboration be maintained within the region so that local identities can be expressed within a framework of shared goals regarding infrastructure, environmental protection, growth, economic development, and affordable housing.

Within the Comprehensive Plan, the County highlights core strategies to include the investment in new public infrastructure, creating incentives for affordable housing, and focusing on balanced development that mitigates environmental harm, so future generations will be able to enjoy the quality of life and economic prosperity offered by Beaufort County's unique landscape and culture. As part of the Housing Element within the Comprehensive Plan, the County's goal is to promote quality, affordable housing available and accessible to all residents.

The lack of quality affordable housing was identified as a growing challenge for the County and the submarkets within the county. These challenges are not just the lack of affordable housing options for families but an increasing issue for the growing senior population, many of which are still working, but also live on fixed incomes with little options for housing that is affordable. Based on the Comprehensive Plan, the greatest projected growth by household age group is expected to occur among seniors, which creates the need for more senior-based housing, health care and programs, assisted living facilities and continuing care facilities. Many of these facilities require an extensive, diverse workforce to support residents, many of which earn lower incomes. In many cases workers find it difficult to find affordable housing near these senior communities and have to drive- -often long distances- -to get to their workplace, which congests roadways, utilizes land for parking, and lengthens the workday.

Although Act 57 allows the County to utilize ATAX funding to support workforce housing that supports households up to 120% of the area median income, the County through its Comprehensive Plan and Development Code has defined affordable housing and prioritized the following populations below:

- Owner occupied affordable housing unit: A dwelling unit where at least one occupant is an owner, and where all occupants have, in the aggregate, household income less than or equal to one hundred (100%) percent of the area median income (AMI) for owner occupied units. Area median income (AMI) shall be determined annually by the United States Department of Housing and Urban Development (HUD) as adjusted by the Beaufort County Human Services Department or its successor. At the time of this report, Beaufort County AMI for a family of four was \$111,300.
- Rental affordable housing unit: A dwelling unit, where occupants have, in the aggregate, household income less than or equal to eighty (80%) percent of the area median income (AMI) for rental units. AMI shall be determined annually by HUD as adjusted by the Beaufort County Human Services Department or its successor.
- Qualified household: Households where occupants have, in the aggregate, a household income less than or equal to one hundred (100%) percent of the AMI for owner occupied units, and a household income less than or equal to eighty (80%) percent of the AMI for rental units.
- Initial maximum allowable sales price: An amount equal to three (3) times one hundred (100%) percent of the AMI plus any subsidy available to the buyer.
- Affordable rent: Affordable rent is based on an amount not to exceed thirty (30%) percent of eighty (80%) percent of the AMI as published annually by HUD based on household size, inclusive of a utility allowance. Utility allowances are as provided by HUD guidelines.



With a focus on serving these populations, the County's Comprehensive Plan also indicated the County will need to play an active role in affordable housing solutions in order to build a sustainable future for tourism and other major industries, protect its military bases, and continue to be a desirable place to live for people of all income levels.

A comprehensive affordable housing approach will:

- Foster the creation of affordable housing near jobs, services, and public transit.
- Reduce regulatory barriers to the creation of affordable housing.
- Establish an ongoing funding source to address housing needs.
- Partner with non-profit agencies and the private sector.
- Work regionally to address affordable housing needs.

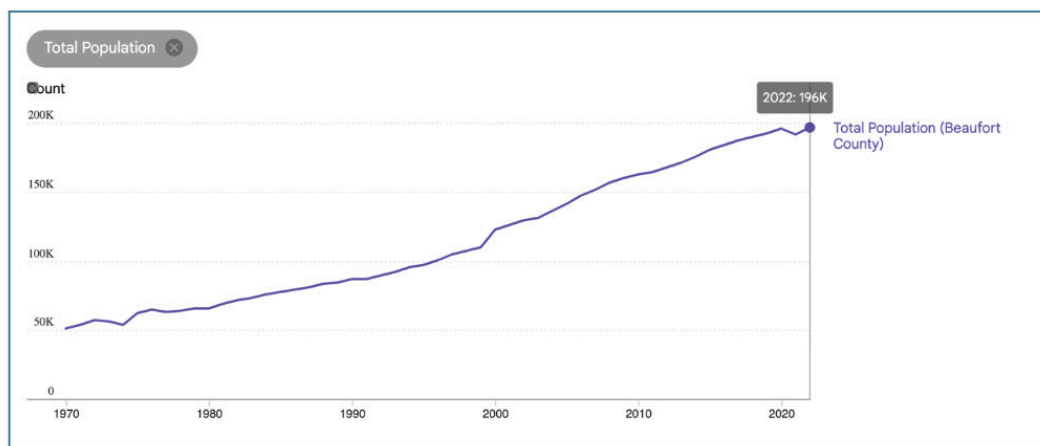


Population Analysis

Beaufort County population growth over the past decade has had a significant impact on the overall availability of housing - accelerating the need for more housing at all income levels particularly for low- and moderate-income households more burdened by escalating prices. The Bowen report indicated from 2000 to 2010, Beaufort County population increased by 41,298, or by 34.2%, and added an additional 25,216 (15.5%) people between 2010 and 2017. At the time of the study completion in 2018, the total population was estimated at 187,445 with a projected increase to 225,359 by 2027. (See Bowen Chart below)

	Total Population – Long Term (10-Year) Projections			
	2017 (Estimated)	2027 (Projected)	Change 2017-2027	
			Number	Percent
Beaufort County	187,445	225,359	37,914	20.2%
Beaufort	12,010	14,162	2,152	17.9%
Bluffton	18,889	24,749	5,860	31.0%
Hilton Head	37,797	44,837	7,040	18.6%
Port Royal	11,958	13,800	1,842	15.4%
Northern Unincorporated	26,842	31,928	5,056	18.8%
Southern Unincorporated	44,325	53,265	8,940	20.2%
Unincorporated Islands	19,570	23,362	3,792	19.4%

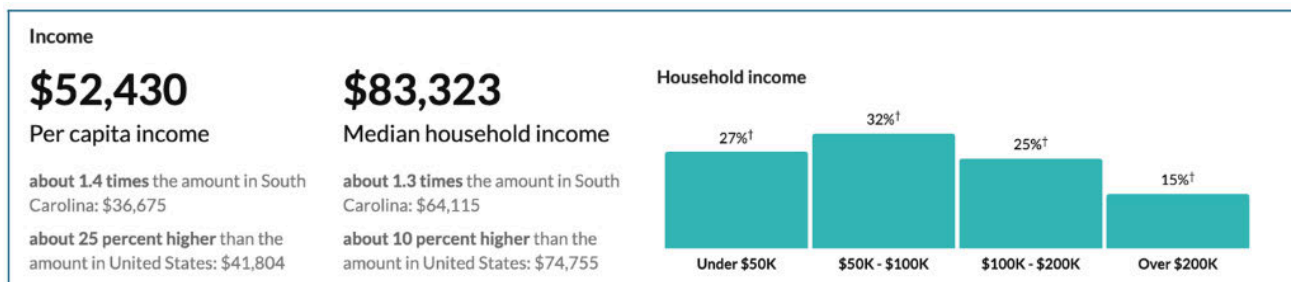
2022 data from US Census, via datacommons.org indicated the County population at 196,000, approximately 4.5% increase over the 5-year period. According to worldpopulationreview.com, the estimated population of Beaufort County, South Carolina in 2024 is 201,811, which is a 1.42% increase from the previous year. The county's population has grown 23.93% since 2010, when it was 162,843. The County continues to grow on the pace as predicted by the Bowen report.



Year	Population	Growth
2024	201,811	2,832
2023	198,979	2,832
2022	196,147	4,150
2021	191,997	4,182

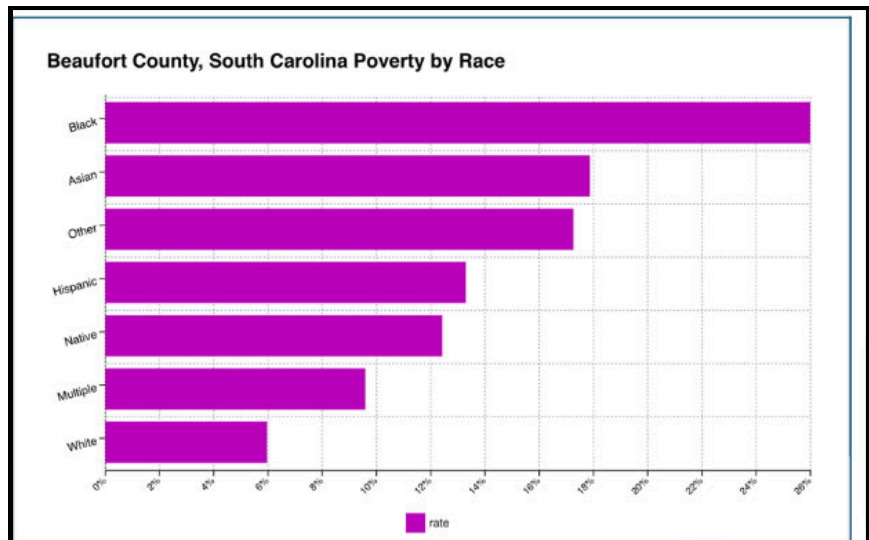
Source: world population review

Like Beaufort County, adjacent coastal communities are growing just as rapidly, which has an impact on housing stock and availability for housing options near employment centers in Beaufort. In March 2024, The State paper indicated, most of South Carolina's 46 counties gained population in 2023, but 10 of them grew faster than the rest. Of those, Jasper County had the biggest population gains at 4.87% year-over-year. It was followed closely by Berkeley County at 4.19%. Horry County came in third with a 3.74% increase in 2023. Much of the population growth to South Carolina are households moving from higher cost markets like the northeast and midwestern cities, which has also impacted the area's median income growth.



With the in-migration of higher income households, existing residents are feeling the increased pressure on the housing market and finding it more difficult to afford housing within the County. In 2023, HUD indicated that 100% of the Area Median Income (AMI) for a family of four was \$111,300. Yet a significant portion of the major industry workforce earn less than 80% of the AMI.

Many working families live below the poverty line in Beaufort County, and the poverty rate among those that worked full-time for the past 12 months was 2.84%. Among those working part-time, it was 8.86%. 26% of Black households in Beaufort County live below the poverty line, while the white population living below poverty was 5.97%. Although poverty continues to be an issue, Beaufort County has seen a growth in higher income households due to in-migration post Covid-19.

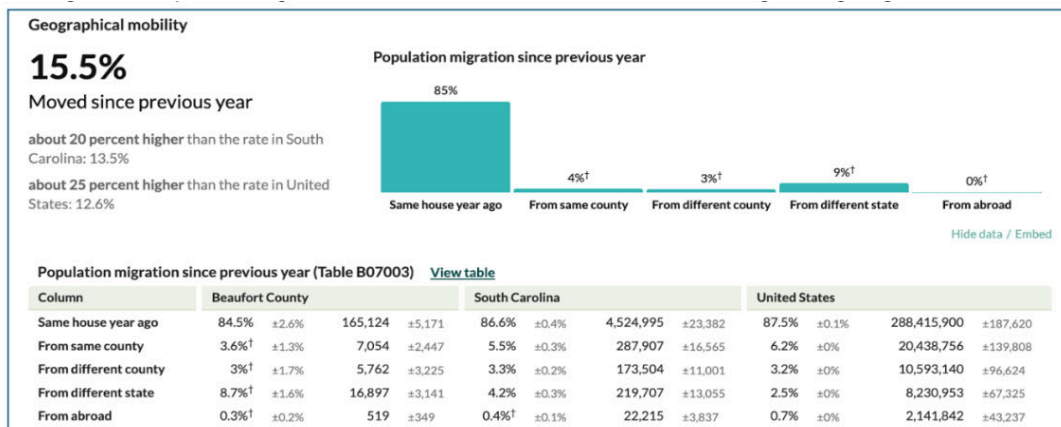


ACS 2022 1-year

Table universe: Households

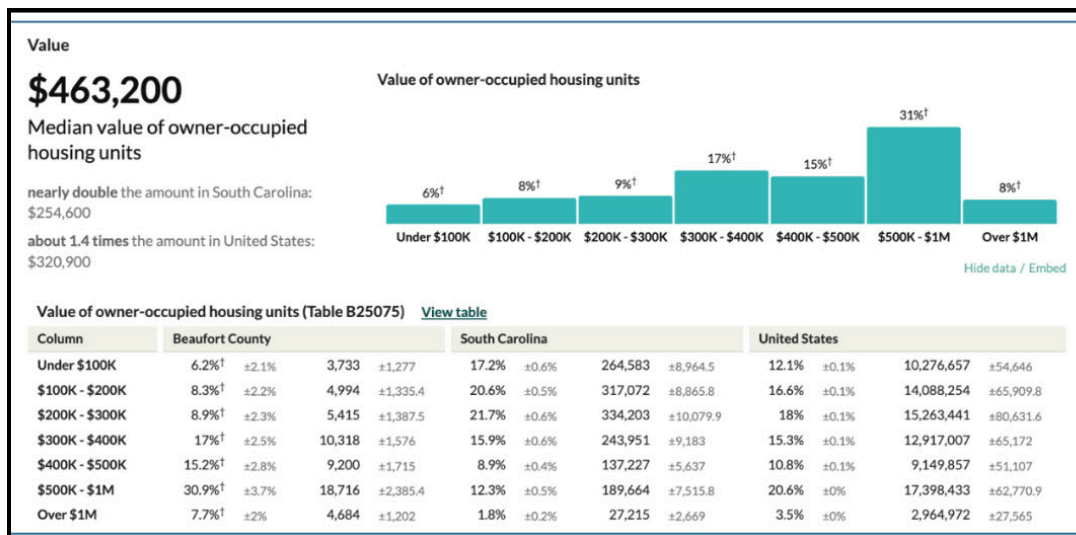
Column →	Beaufort County, SC	South Carolina	United States
Less than \$10,000	3.9% ±1.2%	6.1% ±0.3%	5.5% ±0%
\$10,000 to \$14,999	3% ±1.5%	4.2% ±0.3%	3.7% ±0%
\$15,000 to \$19,999	2.2% ±1%	3.7% ±0.2%	3.2% ±0%
\$20,000 to \$24,999	2.3% ±1%	4.1% ±0.3%	3.6% ±0%
\$25,000 to \$29,999	2.4% ±1.1%	3.9% ±0.3%	3.5% ±0%
\$30,000 to \$34,999	3.5% ±1.6%	4.8% ±0.3%	3.8% ±0%
\$35,000 to \$39,999	3.5% ±1.5%	4.3% ±0.2%	3.5% ±0%
\$40,000 to \$44,999	2.5% ±1%	4.3% ±0.2%	3.8% ±0%
\$45,000 to \$49,999	3.8% ±1.3%	4% ±0.3%	3.4% ±0%
\$50,000 to \$59,999	5.5% ±1.4%	7.5% ±0.3%	6.9% ±0%
\$60,000 to \$74,999	10.2% ±2%	9.9% ±0.4%	9.4% ±0.1%
\$75,000 to \$99,999	16.6% ±2.8%	13.5% ±0.4%	12.8% ±0%
\$100,000 to \$124,999	9.7% ±1.9%	9.3% ±0.4%	9.9% ±0.1%
\$125,000 to \$149,999	6.8% ±1.6%	6.2% ±0.3%	7% ±0%
\$150,000 to \$199,999	8.8% ±1.9%	6.6% ±0.3%	8.7% ±0%
\$200,000 or more	15.3% ±2.5%	7.5% ±0.3%	11.5% ±0.1%

The ACS 2022 1-year analysis here shows a high percentage (over 15%) of those households earn over \$200,000/year, about 2 times the state average, with a significant percentage of the overall population earning less than \$100,000. The following chart indicates that close to 9% of the households in Beaufort County moved from another state, some for retirement and some because of the ability to work remotely.



With the growth in population, in particular, with the in-migration of higher-income households to the area, housing prices have significantly escalated. The 2022 Census Reporter indicated a median value of \$463,200 for owner-occupied housing in Beaufort County, and 31% of all homes are valued between \$500,000-\$1M, more than double the rate of homes in this range for South Carolina as a whole. (The median home value for South Carolina is \$254,600 and \$320,900 for the United States.)

As predicted in the Bowen study, continued demand for housing and escalating prices in the area is making it more difficult for many working families to afford stable housing options in the region, particularly for workers in tourism and service sectors.



Economic and Employment Analysis

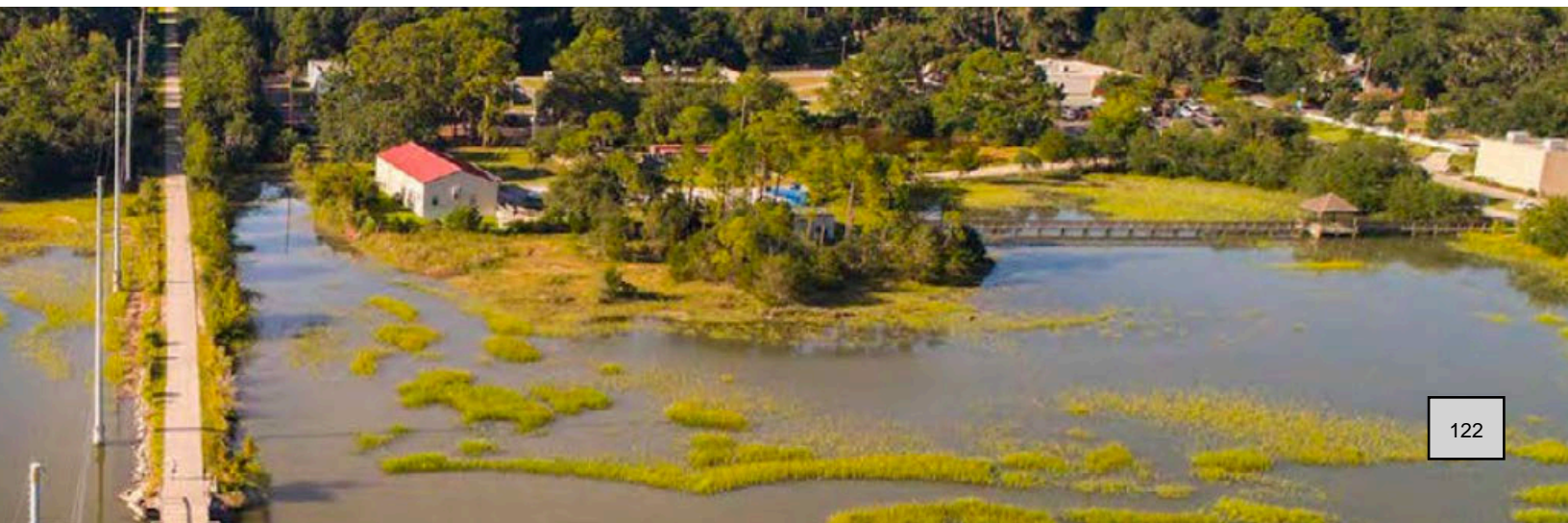
Economic Summary

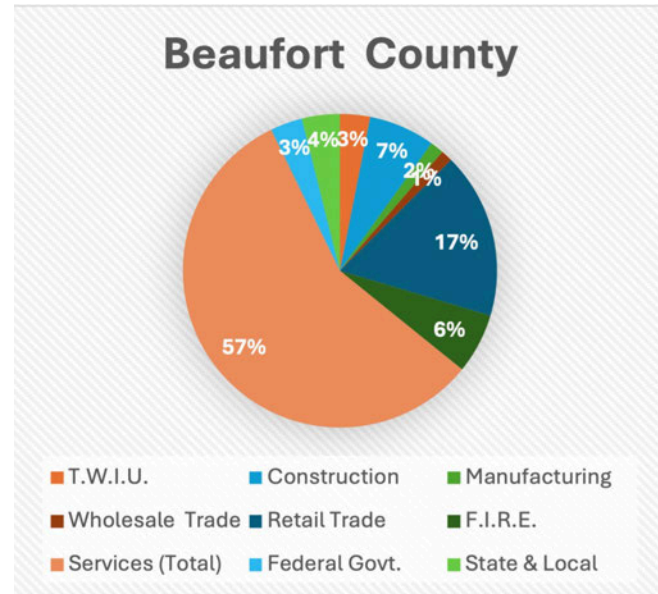
The local Beaufort County economy is diverse but greatly influenced by tourism and nearby military bases. The three largest industry sectors in the county include Accommodations & Food Service (20.1%), Retail Trade (16.0%) and Health Care & Social Assistance (13.0%).

Beaufort County experiences a significant amount of tourism throughout the year due to its coastal location and the fact that it is the home of the Parris Island Marine Corps Recruitment Depot and the Marine Corps Air Station Beaufort. Between these two Marine installations and the family visitation and graduation ceremonies, they bring in nearly 200,000 visitors alone annually. The three previously mentioned industry sectors are also heavily-supported by tourism, and although the County is seeking to diversify the county's economy, tourism is still a lead employer for the area and will continue to be in the long-term. (Bowen)

Public and private sectors continue to invest in the local economy to spur economic growth in existing industries while cultivating the growth of new employment sectors. Based on the Bowen report, many of the new business openings and expansions reported fell within the service industry (as do the three largest job sectors for Beaufort County), which typically have low- to moderate wages, and should be considered when evaluating current and future housing development needs.

During interviews with employers as part of the Bowen study, employers indicated that a significant number of new job creation was anticipated to occur within positions at \$50,000 annual wages or less, as seven (7) of the 21 employers anticipate 10 to 50 new jobs to be created over the next five years in this annual wage range, further exacerbating the need for more affordable housing to match these income levels. The 2024 Chart below shows over 57% of the County's workforce within the Service Sector and 17% in Retail.



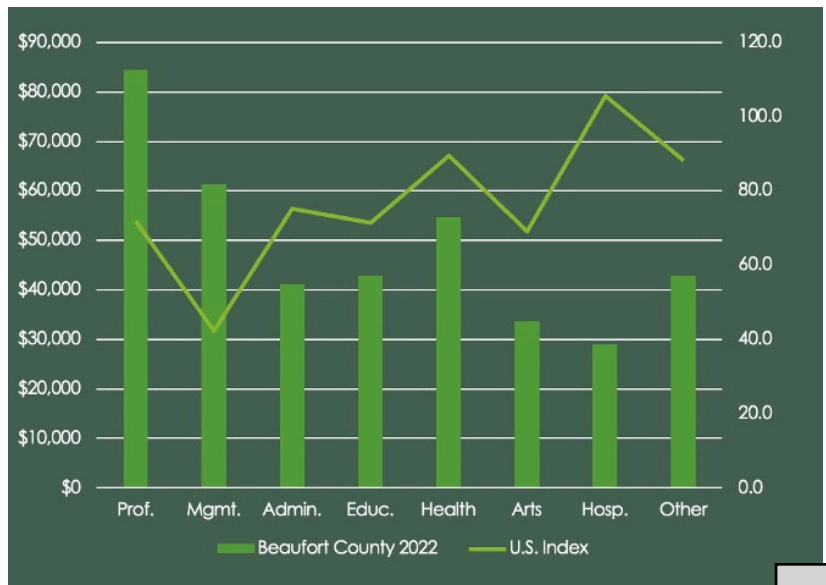


The following charts were shared as part the of Beaufort Chamber's 2024 Data dashboard presentation.

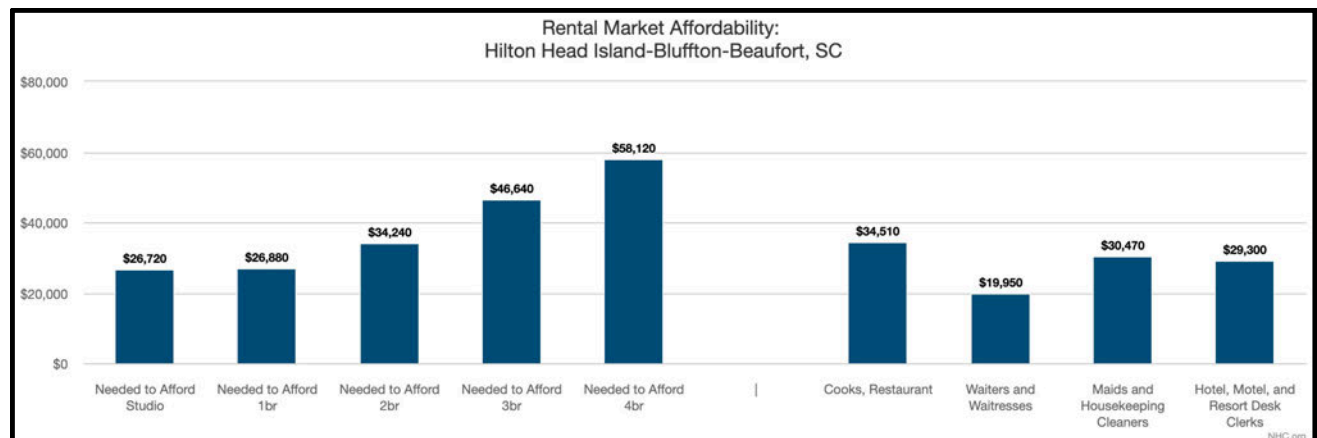
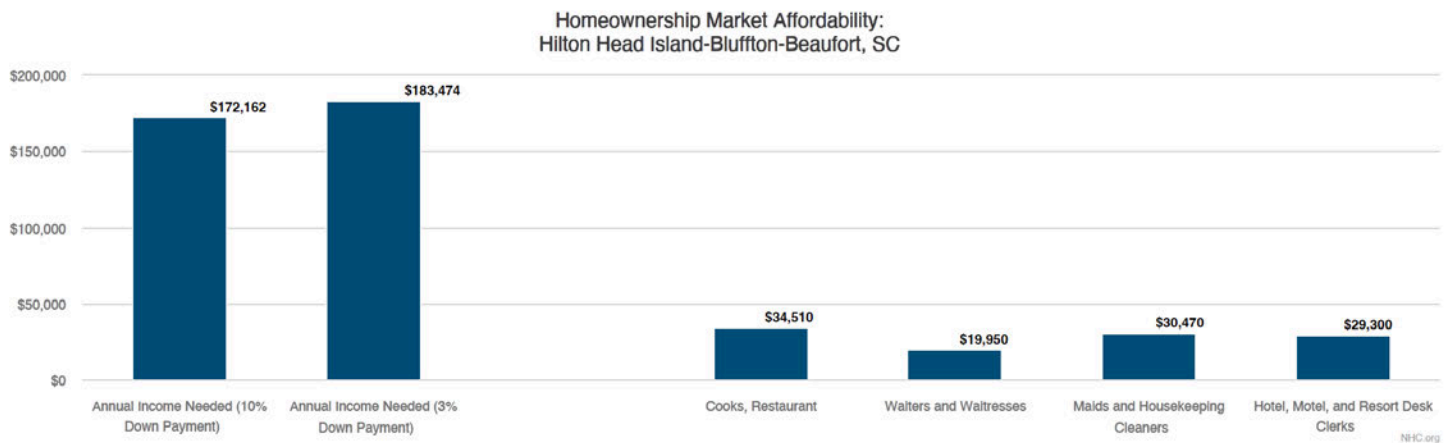
Employment in Beaufort County by Sectors

Based on this chart, the highest participation employment sectors in the County tend to produce the lowest wages for its workers, with hospitality being the lowest paid sector but one of the top three employment sectors. Hospitality workers on average are making less than \$30,000/year, and other service sectors have lower incomes as well including administrators and educators. As part of the Bowen study, several employment sectors were interviewed. Teachers that responded to the survey stated they barely earn enough to afford rent and that they must work additional jobs and/or live with roommates to afford housing in Beaufort County.

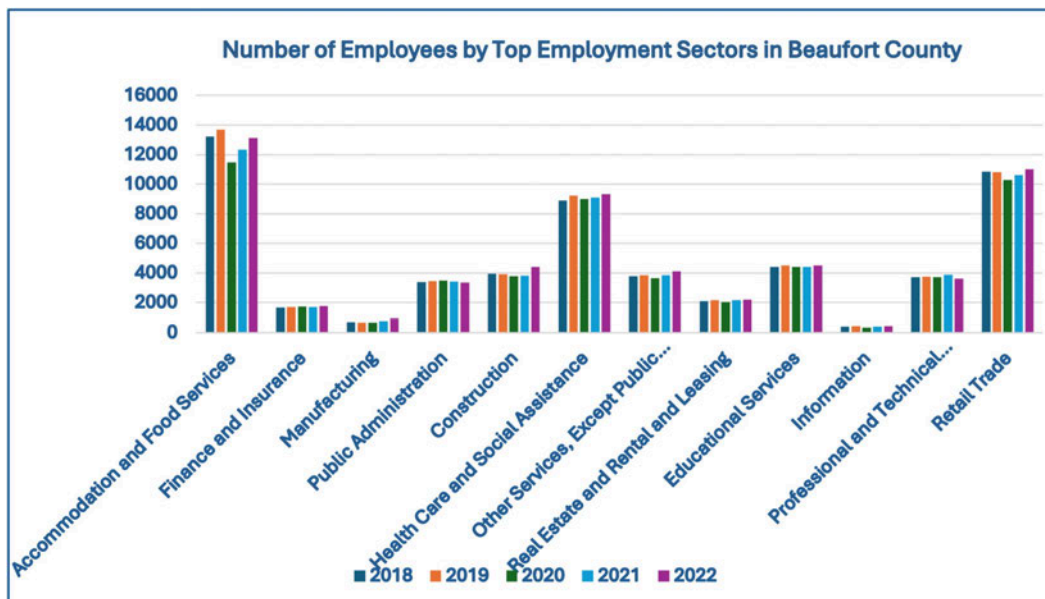
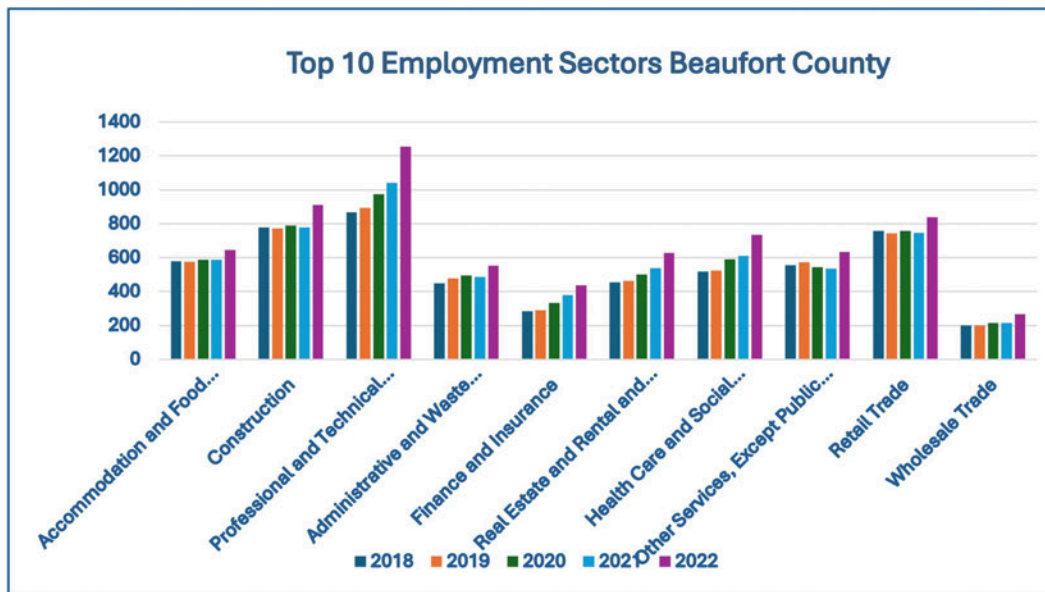
Teachers also stated that wages have not increased at the same rate as housing and utilities, demonstrating the affordability problem is especially pronounced for beginning teachers, who have a low starting salary. As indicated in the Beaufort Chamber chart, average salaries for those in the education sector was just over \$40,000 in 2022.



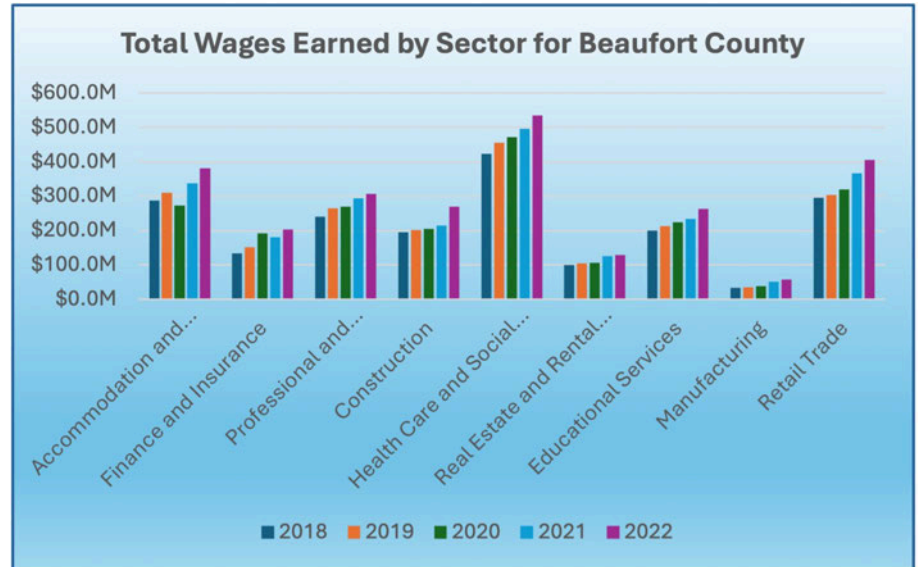
Based on the County's and the US Department of Housing and Urban Development's definition of affordable housing, a household that spends more than 30% of their income on housing - or more than three times their annual salary on buying a home, they are considered "cost-burdened". The following charts from the National Housing Conference's Paycheck to Paycheck analysis indicates that households need to earn over \$172,000 to afford the average home in Beaufort County and over \$46,000 to afford an average 3-bedroom apartment. The chart also highlights a significant gap between what income is needed and what - for example - employees in the service sector actually earn. None of the tourism positions listed below can afford a 2 bedroom apartment based on this analysis.



The 2024 Lowcountry Community Indicators Report - created by the Lowcountry Council of Governments (LCOG) in partnership with the Community Foundation of the Lowcountry (CFL) - is a centralized community resource highlighting key community indicators and trends in the lowcountry region including Beaufort County and its submarket municipalities within the County. The chart below created from the data in the report shows the top 10 employment sectors in Beaufort County and their establishment growth over a five-year period from 2018-2022. Accommodation and Food Service continues to be one of the number one employment sectors – employing over 13,000 residents - along with Retail, and Health Care, Professional Service, and Construction as additional top employment sectors.

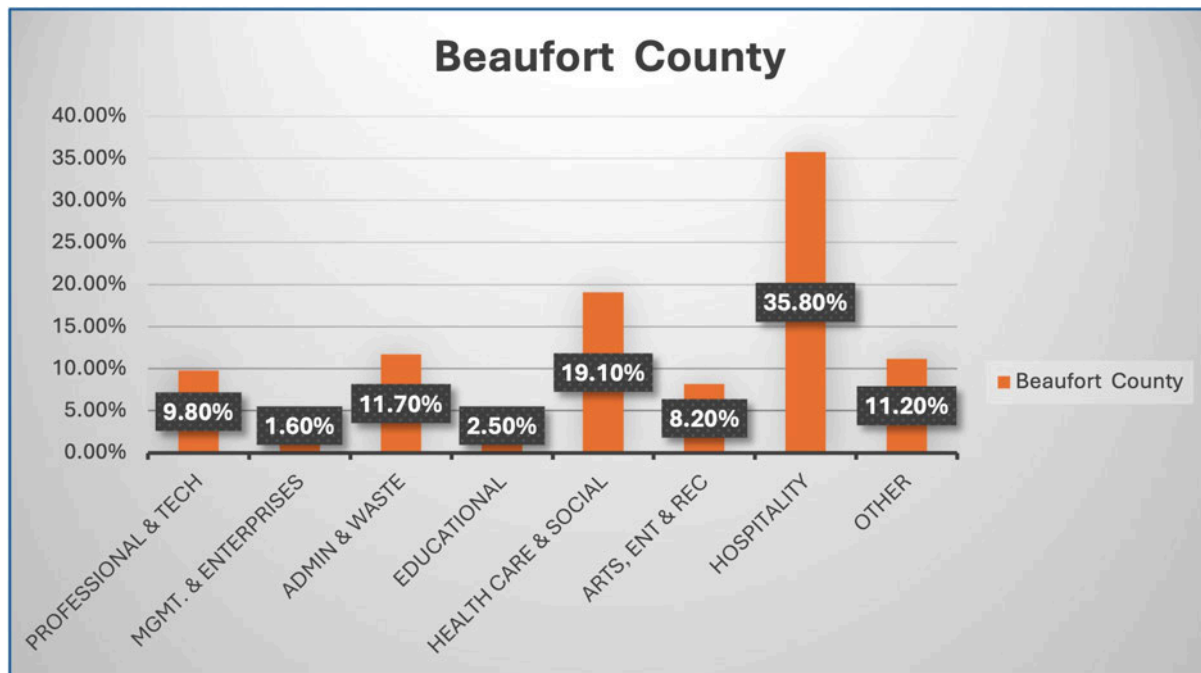


In addition to the significant number of individuals employed within these service sectors as highlighted above, the recent Beaufort Area Chamber of Commerce 2024 Data Dashboard report below indicated overall hospitality as one of the largest grossing employers in the County with Accommodations and Hospitality creating close to \$400M in area earnings just third to Health Care at \$500M and Retail at \$400M. A significant percentage of the County's economy comes from these three service sectors.



The recent Beaufort Area Chamber of Commerce 2024 Data Dashboard report indicated overall hospitality as one of the largest employers in the County.

Service Sector Employment Breakdown: over 35% of the workforce is in Hospitality.



The US Bureau of Labor Statistics May 2023 employment data below shows the average salary for the Beaufort Hilton Head area for overall leisure and hospitality which included food service and accommodations. The average salary based on the most recent data reported for the area was \$29,872, which was slightly higher than 2021 by 5.7%, but is nowhere near enough in annual wages to afford the current housing options within the County.

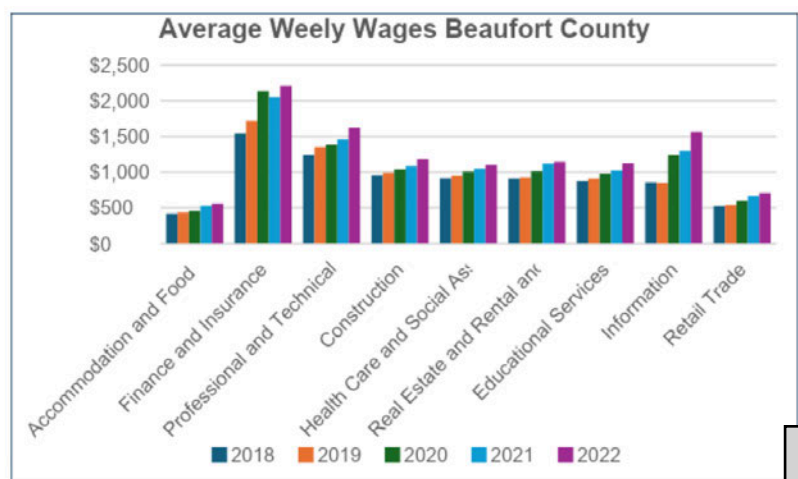
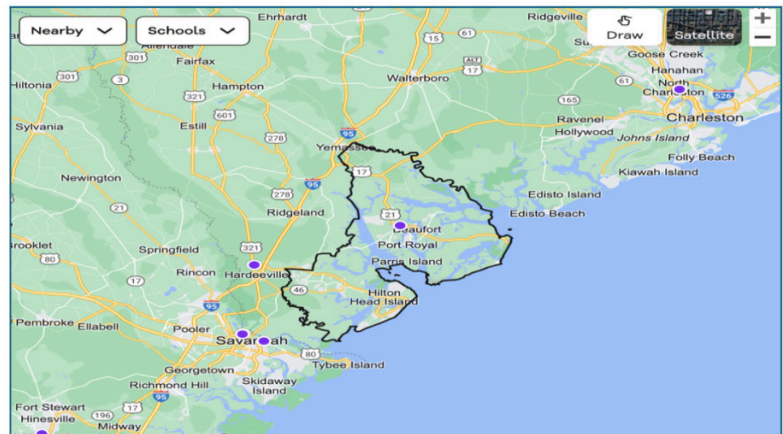
Private, 1026 Leisure and hospitality, Beaufort County, South Carolina

Annual averages 2021 - 2022 , All establishment sizes

Source: Quarterly Census of Employment and Wages - Bureau of Labor Statistics

Summary Change Table Hide					
From: <input type="text" value="2021"/>	Annual Establishments	Annual Average Employment	Total Annual Wages	Annual Average Weekly Wage	Annual Wages per Employee
To: <input type="text" value="2022"/>					
2021 Levels	738	14,934	422,047,609	\$543	\$28,260
2022 Levels	765	16,069	480,014,187	\$574	\$29,872
Level Change From 2021 to 2022	27	1,135	57,966,578	\$31	\$1,612
Percent Change From 2021 to 2022	3.7%	7.6%	13.7%	5.7%	5.7%

Based on the US Department of Housing and Urban Development, a family should spend no more than 30% of the monthly salary for rental housing and no more than three times their annual salary of on homeownership to not be considered "cost-burdened". As mentioned earlier, the County also follows this threshold for their housing initiatives and programs. Based on this standard, a person working in the leisure and hospitality sector should spend no more than \$89,610 on buying a home and no more than \$746.80 for rent, yet - based on recent housing market data -there are few if any available options at these price points, with long waiting lists for government subsidized or assisted housing further depleting affordable options for workers. When conducting a search on Realtor.com for apartments in Beaufort County at \$750/month rent, only one available listing was found from WODA Cooper - an affordable housing developer who has been working in the region for the past few years. The only other options in this price range were found outside of Beaufort County.



As show on the previous page's Average Weekly Wage Chart Accommodation and Food Services incomes have remained relatively stagnant. The LCOG indicators report on average weekly income for this sector is about \$500/week compared to other major employment sectors in the region. With these low incomes and no affordable rental options, workers are forced to commute even further outside of the County to seek housing options.

Employment Analysis:

The 2018 Bowen Housing Needs Assessment highlighted that key workforce sectors struggle to identify affordable housing options in the market for their employees. The area's strongest sector is tourism and entertainment/hospitality whose workers are the greatest housing cost -burdened, due to lower salaries. As mentioned in the study, this sector depends on workers that can live on a lower wage. Therefore, a big challenge for these employees is the lack of affordable housing options throughout Beaufort County. There are few affordable housing choices across the County especially near job centers, therefore employees are forced to commute longer distances to employment opportunities. Interviews with local sources in the 2018 study, indicated the lack of affordable and moderate-income housing in the area is a deterrent to new companies interested in moving to the area, due to the uncertainty of available housing for their employees.

A recent market analysis conducted by Ronald Brown Research & Analysis for an affordable housing project submitted to the state for low-income housing tax credit project (LIHTC) for Beaufort County indicated a large percentage of workers commuting from several other counties to work in the area. The study highlighted that hospitality and service sector employers depend on low to moderate income workers who may have to drive longer distances for housing options. As noted in this chart from the Analysis, several workers are commuting from as far as Charleston and Dorchester Counties as well as Chatham County, GA. Adjacent county Jasper County has the greatest numbers of commuters. As Jasper County continues to grow many of these worker may choose to work in Jasper verses Beaufort as more jobs and businesses come to this area where many workers already live, which could mean a decline in workers for Beaufort County businesses.

Working in Beaufort County 41,534

Where Beaufort County residents are commuting to:

Charleston County, SC	2,909
Chatham County, GA	2,849
Jasper County, SC	2,664
Richland County, SC	1,612
Greenville County, SC	1,214
Lexington County, SC	868
Horry County, SC	676
Berkeley County, SC	549
Spartanburg County, SC	495
Elsewhere	6,472

Where Beaufort County workers are commuting from:

Jasper County, SC	4,105
Chatham County, GA	1,901
Charleston County, SC	1,708
Dorchester County, SC	1,129
Hampton County, SC	901
Berkeley County, SC	858
Colleton County, SC	801
Orangeburg County, SC	706
Richland County, SC	693
Elsewhere	7,665

Cost Burdened:

As part of the Bowen report analysis, researchers conducted extensive outreach and analysis on the existing availability of both subsidized and unsubsidized affordable housing and determined at the time there were virtually no vacant units among the surveyed Tax Credit and government subsidized rental product that is intended to provide affordable housing in the County, and a relatively small inventory of for-sale product was priced under \$200,000.

As a result, many lower-income households have to choose from various market-rate rental or higher priced for-sale housing alternatives that are not considered affordable to many of these households. Households that are “cost-burdened” (typically paying 30% or more of their income towards housing costs) or “severe cost-burdened” (typically paying 50% or more towards housing costs) often find it difficult paying for both their housing and meeting other financial obligations. The same study conducted by T Ronald Brown in 2023 indicated close to 50% of area’s renters are considered cost-burdened.

Table 17 - Household Income, Renter Households

Income	Overburdened Renters			
	Number	Percent	Number	Percent
Up to \$10,000	443	9.3	201	9.2
\$10,000 - \$19,999	337	7.1	303	13.9
\$20,000 - \$34,999	466	9.8	428	19.7
\$35,000 - \$50,000	730	15.4	574	26.4
\$50,000 - \$75,000	901	19.0	473	21.7
\$75,000 - \$100,000	790	16.6	126	5.8
\$100,000 and over	1,087	22.9	71	3.3
Total	4,754		2,176	

Source: 2016 to 2020 American Community Survey; T.Ronald Brown: Research & Analysis

Even the most recent US Bureau of Labor Statistics report for the Beaufort Area for May 2023 , indicates employees in the Accommodations and Food Service sector are severely limited in housing choices based on median incomes. The following chart indicates what these employees in these key positions could afford without being considered cost-burdened. The chart shows both affordable rental and ownership ranges for each of these positions based on spending no more than 30% of their income on housing. The challenge for these employees is there are few housing options in the area within these price ranges, which will be highlighted in more detail in the Housing Market Chapter of this Housing Impact Analysis.

Select Accommodations and Food Service Positions				
May 2023 Occupation HHI-Bluffton-Beaufort Area	Hourly MEDIAN	Annual MEDIAN	Affordable Rental (30% Income)	Affordable Ownership (3x Annual Salary)
Food Service Managers	\$ 30.26	\$ 62,930.00	\$ 1,573.25	\$ 188,790.00
Lodging Managers	\$ 37.06	\$ 77,090.00	\$ 1,927.25	\$ 231,270.00
Chefs and Head Cooks	\$ 29.33	\$ 61,000.00	\$ 1,525.00	\$ 183,000.00
Cooks, Restaurant	\$ 16.59	\$ 34,510.00	\$ 862.75	\$ 103,530.00
Bartenders	\$ 8.78	\$ 18,270.00	\$ 456.75	\$ 54,810.00
Waiters and Waitresses	\$ 9.59	\$ 19,950.00	\$ 498.75	\$ 59,850.00
Dining Room and Cafeteria Attendants and Bartender Helpers	\$ 11.12	\$ 23,130.00	\$ 578.25	\$ 69,390.00
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	\$ 12.75	\$ 26,520.00	\$ 663.00	\$ 79,560.00
Landscaping and Groundskeeping Workers	\$ 17.56	\$ 36,520.00	\$ 913.00	\$ 109,560.00
First-Line Supervisors of Housekeeping and Janitorial Workers	\$ 21.93	\$ 45,620.00	\$ 1,140.50	\$ 136,860.00
Maids and Housekeeping Cleaners	\$ 14.65	\$ 30,470.00	\$ 761.75	\$ 91,410.00
Baggage Porters and Bellhops	\$ 11.78	\$ 24,510.00	\$ 612.75	\$ 73,530.00
Concierges	\$ 20.05	\$ 41,700.00	\$ 1,042.50	\$ 125,100.00
Hotel, Motel, and Resort Desk Clerks	\$ 14.09	\$ 29,300.00	\$ 732.50	\$ 87,900.00
*bls.gov				
<i>*Note these estimates are based on a one-person income</i>				

At the time of the Bowen study, among Beaufort County's renter households, a total of 9,370 (47.4%) were cost burdened and 3,883 (19.6%) were severely cost burdened. In South Carolina, these ratios are 45.7% and 23.3%, respectively. A total of 15,463 (33.5%) owner households were considered cost burdened, while 6,613 (14.3%) were severely cost burdened. This extensive study also highlighted that few new affordable housing units have been built within the County. The greatest shares of severe cost burdened renter households were in the City of Beaufort (21.8%) and the Northern Unincorporated (21.6%) submarkets, while the greatest share of severely cost burdened owner households are within the Town of Hilton Head Island (18.8%) and City of Beaufort (16.0%) submarkets.

As such, a key recommendation from the Bowen report was to preserve the existing stock of affordable housing and expand affordable housing alternatives as critical for the growth of Beaufort County's future housing plans. Early 2024, the County committed funding to the Coastal Community Development Corporation (CCDC), a new nonprofit focused on workforce housing to support increased preservation of affordable rental units.

With limited new affordable housing developments within the county leading to a community starved of affordable housing options for many years, preservation will be critical as the County plans for new affordable developments moving forward.



Based on analysis during the Bowen report - which identified and personally surveyed 60 multifamily rental housing projects containing a total of 5,963 units within the overall county, the last government subsidized affordable housing project was built before 2017. These projects have an overall 97.6% occupancy rate, indicating that there is limited availability among the multifamily rental housing supply and overwhelming demand from the community. The non-subsidized units (market-rate and non-Tax Credit) are 97.2% occupied, while the government subsidized units are 100.0% occupied. With 139 of the 142 vacant units identified in the market among the market rate supply, there were virtually no vacancies among affordable rentals that served low-income households through programs such as the Low-Income Housing Tax Credit (LIHTC) program or a government subsidy.

Government Subsidized			
Year Built	Projects	Units	Percent Share
Before 1970	-	-	-
1970 to 1979	7	421	51.8%
1980 to 1989	5	228	28.1%
1990 to 1999	2	68	8.4%
2000 to 2005	1	35	4.3%
2006 to 2010	-	-	-
2011 to 2015	1	60	7.4%
2016	-	-	-
2017*	-	-	-

*As of December

Based on Bowen interviews at the time with area apartment managers, many affordable rental properties maintain long wait lists, and a recent interview with staff at Beaufort County Health and Human Services indicated that they have over 1,000 individuals seeking housing at any given time. At the time of the study, the Beaufort Housing Authority indicated that over 1,100 families were on their waiting list for housing within the County. Since the Bowen study was completed, no additional low-income housing tax credit apartment communities have been approved within the County.



Housing Needs for Employees:

During the Bowen study, employers were asked to rank the degree of need (low, moderate and high) for housing for their employees in terms of product type. Respondents reported that the highest need based on product type are single-family homes (42.1%), multifamily apartments (31.6%) and duplex/townhomes (22.2%). It's notable that employers ranked the lowest need of housing by product type as mobile homes (63.2%), short-term/seasonal housing (47.4%) and dormitories/shared living (33.3%).

Employers were also asked to rank the degree of need for housing in terms of product pricing. Respondents reported that the highest need based on product pricing are entry level/workforce for-sale housing (below \$150,000), affordable rental housing (under \$750/month) and moderate market-rate rental housing (\$750-\$1,250/month) as the next greatest need. It's notable that employers ranked the lowest housing priority need by product pricing as higher-end market-rate rental housing (above \$1,250/month), higher-end for-sale housing (above \$250,000) and moderate for-sale housing (\$150,000-\$250,000) and the next greatest need.

In terms of addressing housing needs for employers in Beaufort County, employers were also asked to rank the level of importance for any future government housing programs, policies, or incentives that could be implemented to assist employees with the accessing affordable housing. Respondents ranked the most important focus areas as new housing development/redevelopment (57.9%), renter assistance (38.9%) and housing assistance for public employees (36.8%).



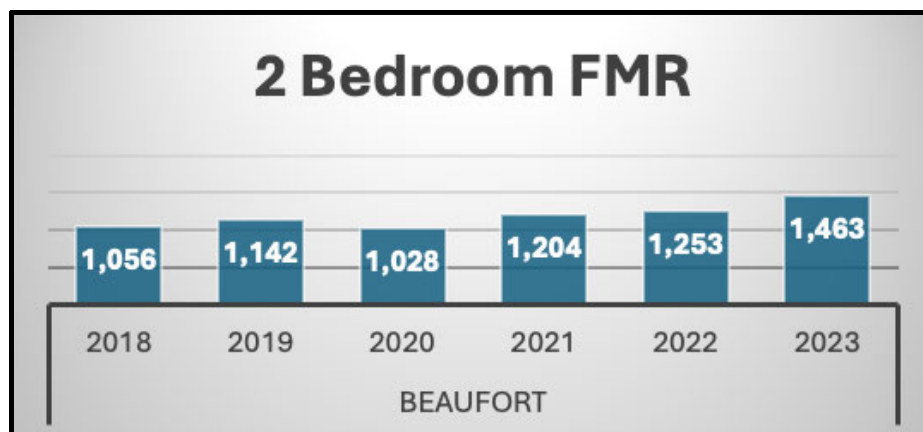
Housing Market Analysis/Conditions

Rental Market

The 2018 Bowen study indicated the lack of housing was most prevalent among housing that serves moderate-income households, (generally earning between 80% and 120% of AMI) and lower-income household segments (generally earning below 80% of AMI). While vacancy rates were low among all rental housing segments, there were very few vacancies among product that serves lower-income households through Tax Credit projects that had an overall vacancy rate of just 0.3% and government-subsidized product - with a vacancy rate of 0.0%. As mentioned earlier, according to the Beaufort County Housing Authority, the wait list for households to get a Housing Choice Voucher consists of approximately 1,100 households.

Feedback from area stakeholders and employers interviewed as part of the Bowen study indicated that affordable rental housing for low- to moderate-income households and - in particular - the service industry (i.e. retail, hospitality, restaurant workers, etc.) and public service workers (i.e. police officers, fire fighters and teachers) should be an area of focus for future housing development. The Bowen report also recommended that future housing plans address affordable rental housing for households with incomes between 80% and 120% of AMI and lower-income households earning up to 80% of AMI. Despite these recommendations, post 2018, little affordable housing has been added to the market over the past five years due to the lack of new tax credit or subsidized projects being approved, and the loss of existing naturally occurring affordable rental housing (NOAH), creating an even bleaker outlook for Beaufort County's affordable rental market today.

According to the recent Lowcountry Community Indicators Report by LCOG, fair market rent for a 2-bedroom apartment was \$1,463 in 2023 (which requires at least \$58,520 annual salary (approximately \$28/hour) – a 39% increase since 2018 and a 17% increase just since 2022.

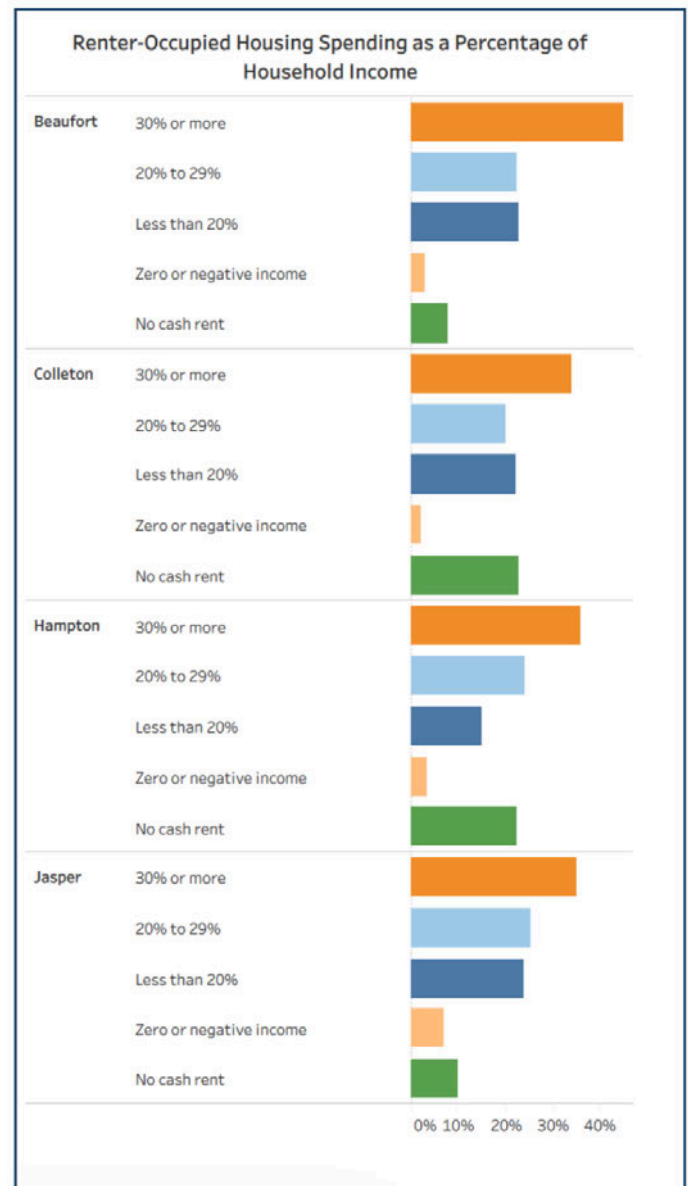


Over 64% of all rental units are priced above \$1,000/month, and 45% of renters in Beaufort County are cost-burdened and spending more than 30% of their monthly income on housing – the highest in the four-county region including Colleton, Hampton, and Jasper Counties. Furthermore, a December 2023 Market Study for a Low-Income Housing Tax Credit (LIHTC) development in the Town of Bluffton found that the median renter income for Bluffton and Beaufort County was \$36,889 and \$49,177 respectively, between \$16,000 and \$9,000 less than what is needed to afford a 2-bedroom FMR unit in Beaufort County.

Compared to other adjacent counties, the chart to the right shows Beaufort County as the most cost-burdened community in the region based on the recent LCOG report, with Jasper and Hampton Counties not far behind.

The same 2023 Market Study of a Low-Income Housing Tax Credit (LIHTC) development in Bluffton found that – of the eligible renter households in that project market area – as many as 91.9% of the 40% AMI renter households, 78.6% of the 60% AMI renter households, and 57.4% of the 80% AMI renter households are cost-burdened and hence would benefit from affordable rental options. The study also found that by 2026 there will be a need of approximately 1,844 new units of affordable rentals – at the 40%, 60%, and 80% AMI ranges - in the Bluffton area and that the proposed 120-unit Livewell Terrace Apartments project will satisfy only 6% of that total demand. Two LIHTC projects currently underway in the County, Garden Oaks and Pintail Pointe, will provide approximately 370 affordable units, yet not nearly enough to meet growing demand.

In the 2024 recent LIHTC round no Beaufort County projects were submitted for final consideration.



While 2,234 affordable rental units have been created using LIHTC financing since 1988, additional funding sources will need to be leveraged in order to scale up affordable development to meet the growing demand in the Beaufort County region. South Carolina State Housing Finance did not offer a tax credit round in 2023 and will be accepting submissions for 2024 at the end of May. Beaufort County should stay involved in the 2025 QAP process to promote the county as a high demand area as the need for more housing continues to grow.

The Tischler Bise study revealed, Beaufort County will have 41,257 new permanent residents and 18,962 new housing units by 2029 – a 22% and 20% increase from 2019. However, only 25% of those new housing units are projected to be multi-unit structures which are more capable of housing this influx of new residents in higher-density developments. This is a concerning trend nationwide where multi-family affordable rentals are drastically underdeveloped. Beaufort County is no different where 2 Unit and 3-4 Unit residential structures saw a 59% and 17% decline in production from 2010 to 2022, and there has been only a marginal increase in production of 2% and 4% respectively from 2020 to 2022.

The following chart from the LCOG Indicators report highlights these discrepancies between single family and multifamily developments in Beaufort County since 2000.

		2000	2010	2020	2022	Change 2000-2010	Change 2010-2020	Change 2020-2022
Beaufort	1-Unit, detached	34,893	53,717	62,665	63,327	53.9%	16.7%	1.1%
	1-Unit, attached	3,279	4,782	6,469	5,296	45.8%	35.3%	-18.1%
	2 Units	1,052	1,486	617	627	41.3%	-58.5%	1.6%
	3-4 Units	2,759	3,314	2,749	2,848	20.1%	-17.0%	3.6%
	5-9 Units	2,956	5,508	5,201	5,163	86.3%	-5.6%	-0.7%
	10-19 Units	1,443	3,186	3,903	3,972	120.8%	22.5%	1.8%
	20 or more Units	5,035	7,796	9,522	8,357	54.8%	22.1%	-12.2%
	Mobile Homes	9,001	9,289	9,660	9,396	3.2%	4.0%	-2.7%

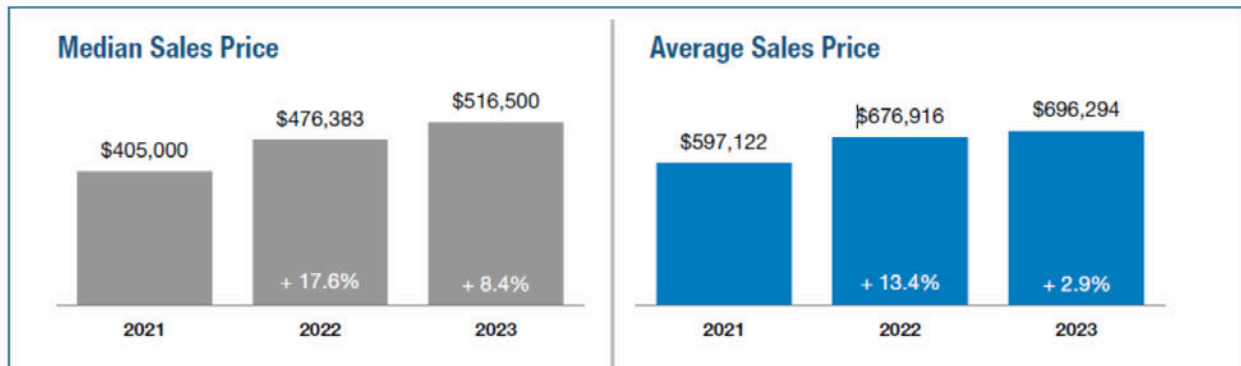
(<https://www.lowcountrycommunityindicators.org/>)



Homeownership

The 2018 Bowen study also pointed out at the time of the report that nearly three-fourths (70.4%) of the available for-sale product was priced at \$300,000 or higher, yet this price point is not affordable to half of the households in the county. At the time of the study, there were approximately 386 available for-sale housing units priced between \$150,000 and \$250,000, yet the number of households that would have enough income (\$50,000 to \$74,999) to afford this price range was estimated to grow to over 800 households over the five years. Therefore, the existing inventory of product priced between \$150,000 and \$250,000 was insufficient to meet the projected need in 2018, and this gap in available affordable housing stock has widened in the region post-pandemic.

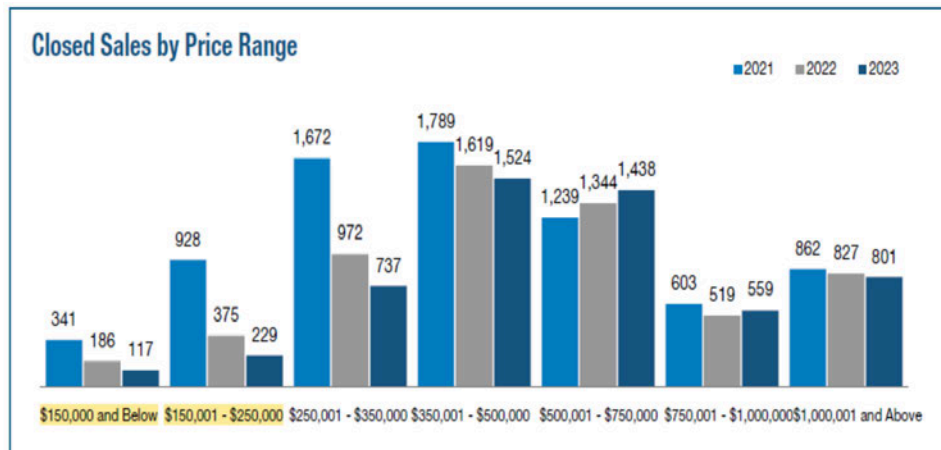
The Hilton Head Area Realtors Association, which tracks the county's housing market trends, estimated - as part of their 2023 Year-End Market Trend Analysis - a continued increase in the costs of homeownership for the Beaufort County region largely due to a 2-decade high mortgage rate increase – hovering around 7%, a historically-low housing inventory, and a continuing trend of increased sales prices. As shown below, the overall median sales price increased 8.4 percent to \$516,500 for the year – with detached home prices up 4.5 percent and attached home prices up 15.3 percent from 2022. Average sales prices, indicated in the chart below, were close to \$700,000 for the County. The Historical Median Sales price by month also shows this continued trend in escalating home prices.



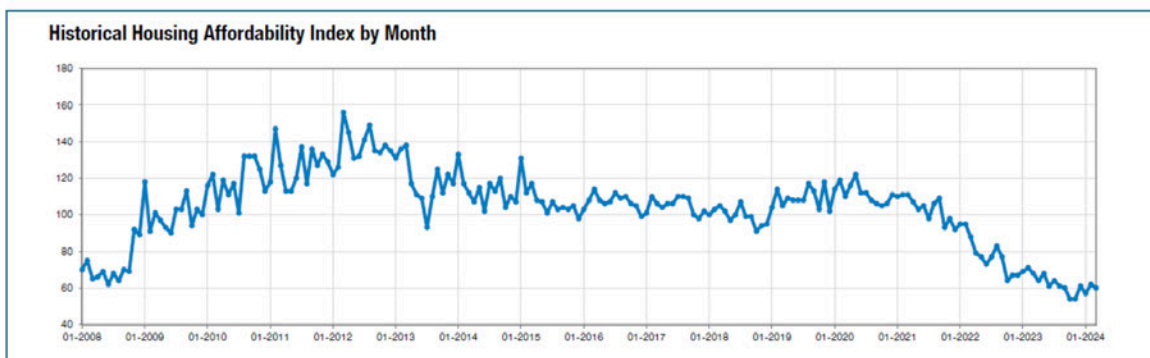
The number of housing units that sold below \$250,000 continued to decline in 2023 – consistent with a trend since 2021 – indicating a prolonged deficit in the affordable housing inventory for Beaufort County. The above graph shows that prices have continued to increase rather than stabilize. In the Bowen Housing Gap Estimates, they predicted a demand for a variety of product at a wide range of affordability levels, including housing for both low- and high-income households, from both rental and for-sale product. Without the introduction of a sufficient number of housing units, the already limited availability of housing units will become scarcer.

The Closed Sales Chart shows a 65% and 75% decline in homes sold below \$150,000 and between \$150,001 and \$250,000 – respectively - since 2021, which is consistent with the Bowen study predictions due to limited inventory below \$300,000.

Recent data from March 2024 shows little improvement in the affordable sales inventory from March 2023 with no change in the number of new single-family listings at \$150,000 or below and only a 5 unit increase for those properties listed between \$150,001 and \$250,000.

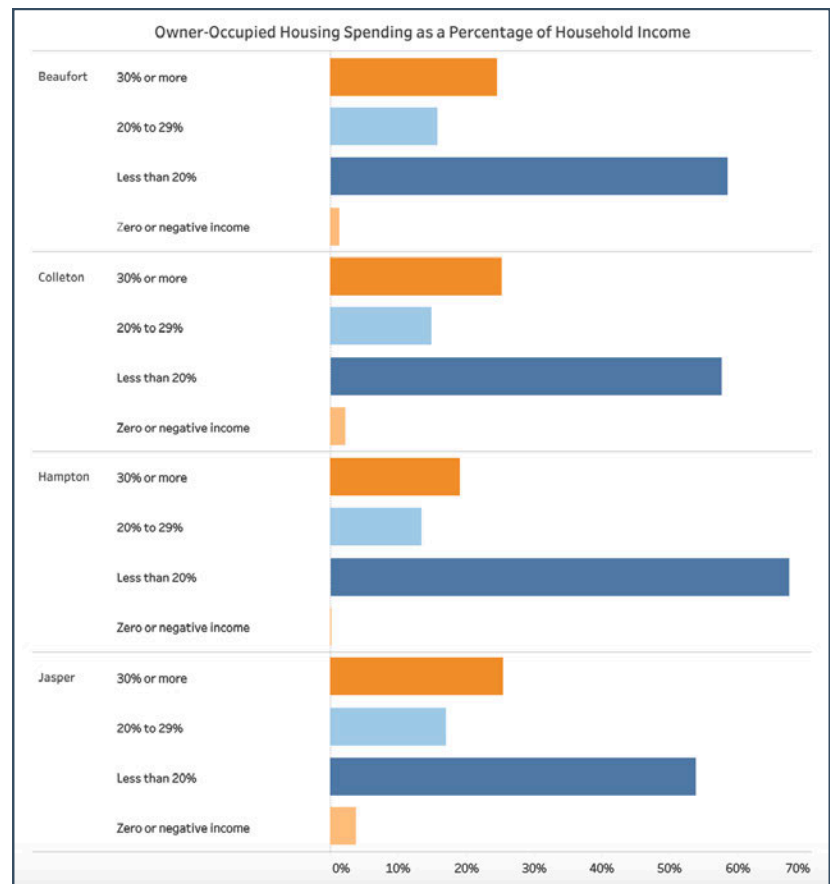
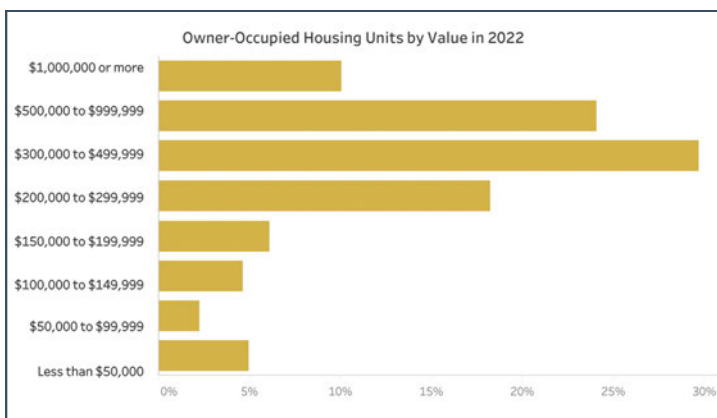


In addition, the Housing Affordability Index – a measure of the necessary median household income to qualify for the purchase of median-priced home in a region – has continued to decline for Beaufort County since 2022. With a higher number meaning greater affordability, the Index is currently at 60 - a 12% decline from last year, a 32% total decline since 2022, and a notable decline even from the time the Bowen study was completed in 2018.






2022 data from the Lowcountry Council of Governments also confirms that 1 in 4 Beaufort County homeowners are cost-burdened for housing - spending 30% or more of their monthly income on housing-related expenses – while 70% of those homeowners have monthly mortgages of \$1,500 or more. Meanwhile, median household income decreased by .5% in 2022 – when adjusted for inflation. Jasper and Colleton counties are not far behind in terms of homeowners that are cost-burdened as both are also close to 30% of households spending more than 30% of their income on housing. This report also shows very few ownership opportunities below \$200,000 compared to higher end homes within Beaufort County as highlighted below.

Despite the paucity of affordable homeownership opportunities, March 2024 key data metrics below shows overall inventory of homes on the market in Beaufort County increased 45% with months' supply of inventory increasing by 55% - to 3.4 months – since March 2023, a promising upward trend in overall housing stock that could drive down home prices in the future as supply grows.



Key Metrics	Historical Sparkbars	03-2023	03-2024	Percent Change	YTD 2023	YTD 2024	Percent Change
Inventory of Homes for Sale		1,016	1,469	+ 44.6%	--	--	--
Months Supply of Inventory		2.2	3.4	+ 54.5%	--	--	--

Additional data from the Beaufort Jasper Realtors Association (BJRA) indicates that pricing continues to escalate even with an increase in inventory. The following charts show increased median sales price up +1.8% from March 2023 to 2024, the average sales price up +4.5% for the same period in the first quarter of 2024, and the affordability index declining 6.2% over the same period. Pending sales for March 2024 were also up 18.7% from 2023. So, despite a growth in inventory and increased sales it is mainly higher priced homes selling with few below the \$200,000 sales price.

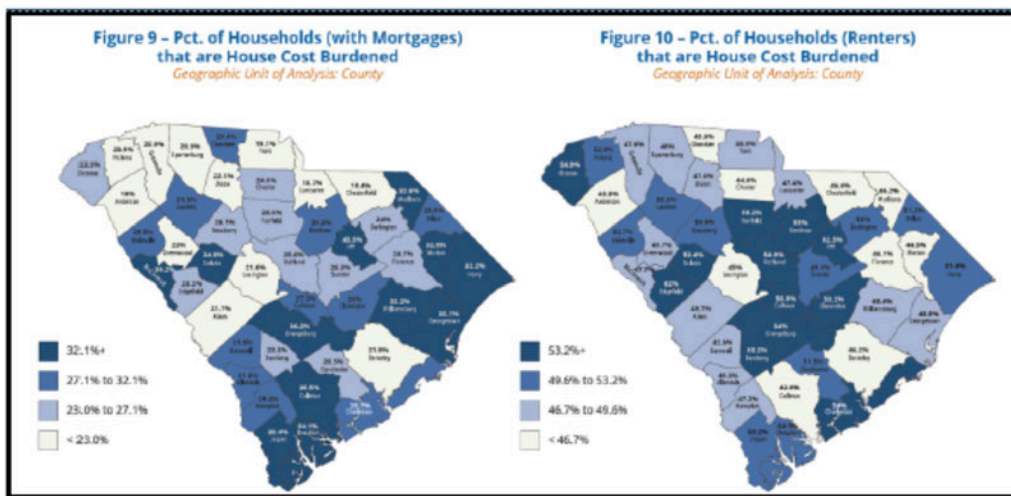
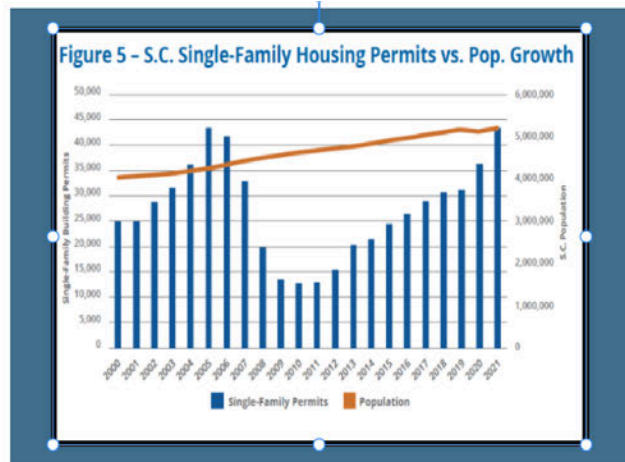
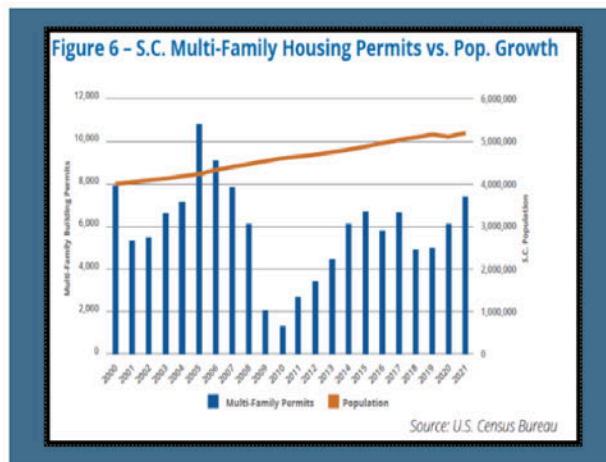
Key Metrics	Historical Sparkbars			03-2023	03-2024	Percent Change	YTD 2023	YTD 2024	Percent Change
	03-2022	03-2023	03-2024						
Median Sales Price				\$390,000	\$396,990	+ 1.8%	\$385,000	\$400,000	+ 3.9%
Average Sales Price				\$460,192	\$465,126	+ 1.1%	\$457,432	\$477,947	+ 4.5%
Housing Affordability Index				81	76	- 6.2%	82	76	- 7.3%

Housing Market Conditions

Although the South Carolina population continues to have strong growth, building has not kept up. The 2023 Palmetto State Housing Study published by SC State Housing indicated that a decade of underbuilding has culminated in a shortage of housing inventory. South Carolina's population has grown steadily at an average annual rate of roughly 1.2% from 2002 to 2021 (compared to 0.8% for the overall US), and in 2023 its population grew the fastest in the nation – at a 1.7% increase from the previous year. Yet, the average annual growth rate in the number of new housing permits in South Carolina dropped by nearly half after the Great Recession of 2008.

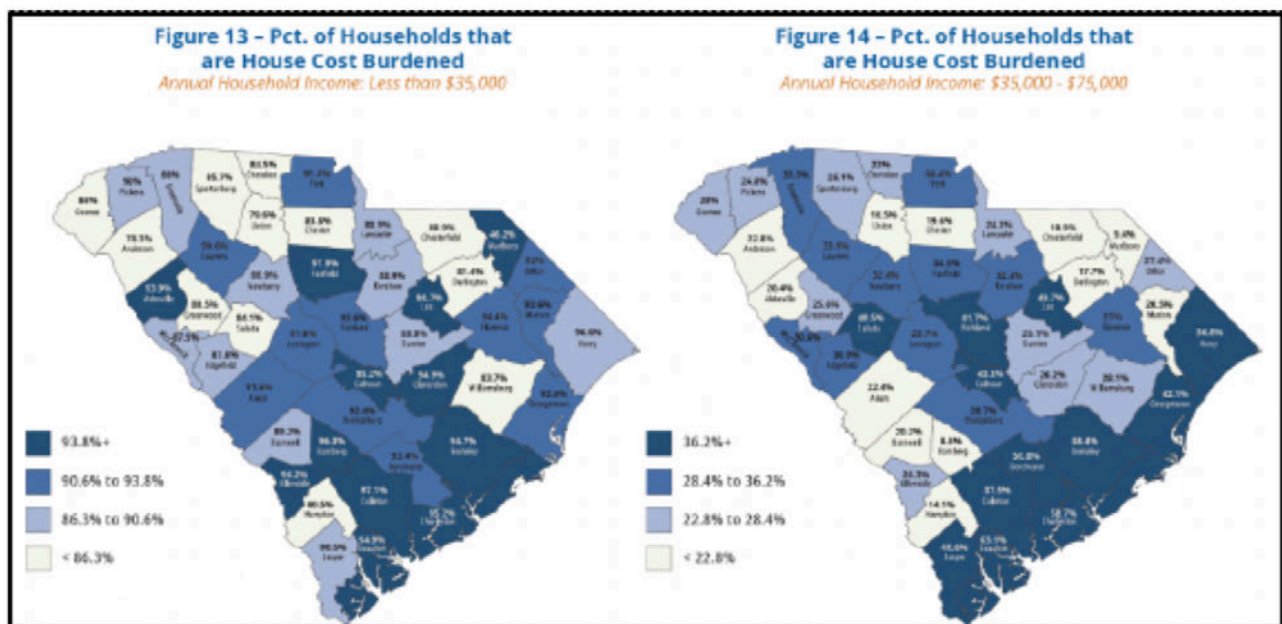
The decline includes both single and multi-family housing, thereby creating gaps in the supply and demand for housing and escalating the cost of housing due to the shortage of supply. The lack of housing inventory in South Carolina is especially pronounced among lower price points. Although a lack of demand in the immediate aftermath of the Great Recession helped temporarily increase the availability of entry-level homes, the number of homes sold in South Carolina for less than \$100,000 has decreased by 14.8 percent each year since 2014. (2023 Palmetto Study) The decrease in supply is most pronounced in coastal regions of South Carolina. In 2022, the percentage of homes sold in South Carolina for under \$100,000 fell below 5 percent for the first time. The 2023 Palmetto Housing Study, as shown in the charts below, reveals that South Carolina's housing market is imbalanced due to high demand and low inventory levels. This imbalance has resulted in affordability challenges for many South Carolinians.

As mentioned earlier, housing affordability is usually measured by examining the extent to which families are considered to be housing cost-burdened, therefore approximately 50 percent of renting households and 25 percent of households with a mortgage are housing cost-burdened in South Carolina. Examining housing cost burdens by county reveals that renters are most likely to be cost-burdened in the Midlands and coastal regions of South Carolina. By contrast, households with mortgages are most likely to be cost-burdened in the Pee Dee and coastal regions, as shown in Figures 9 and 10. On average, housing cost burdens across the state are higher for renters than they are for households with mortgages.



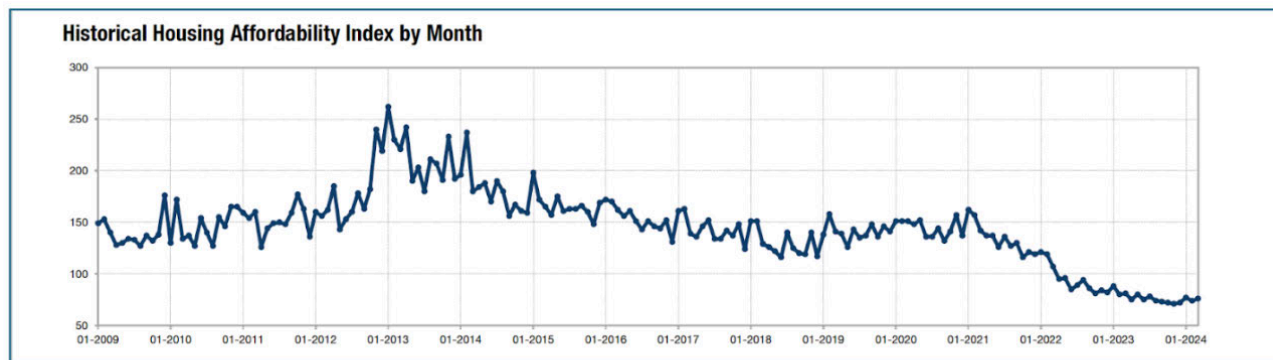
Housing affordability is often considered to be a challenge that is either mostly or exclusively concentrated among households with lower income. Approximately 90% of South Carolina's lower income households, defined as those earning less than \$35,000 annually are estimated to be housing cost-burdened based on the 2023 Palmetto Housing Study. However, in South Carolina there is also a significant population base of middle-income households that also face affordability challenges. Specifically, this study estimates that more than one-third (34.5%) of households earning between \$35,000 and \$75,000 annually are also housing cost-burdened by traditional measures. Existing statewide workforce housing initiatives are often designed for this population.

The cost burden for this segment of the population is especially high in coastal South Carolina as shown in Figures 13 and 14. The data demonstrates that housing affordability is nearly a universal challenge for lower-income and working-class families and households. Policies directed at improving housing affordability should also include attainable housing programs and new inventory for middle-income families -including individuals often employed as teachers, first responders, and health care support workers.



Escalating real estate costs are not the only barrier to homeownership. Increased mortgage rates continue to limit affordable home buying opportunities for families. Since August 2023, interest rates have risen to as high as 8% depending on the loan type, the amount of down payment provided and also takes into consideration a varying credit score between 580-800. These variables make home buying more difficult for lower income households that have limited downpayment and lower credit scores.

The affordability index (the lower the number the less affordable a market) for Beaufort and Jasper counties collectively continues to decline making the impact on housing options for Beaufort workers even more challenging as neighboring counties are also seeing a decline in affordability. The chart below shows significant regional decline in affordability even since the 2018 Bowen study. As mentioned earlier many workers commute from Jasper County to work in Beaufort, yet housing pricing are increasing in that market as well creating a broader regional housing crisis.



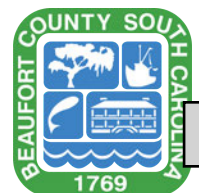
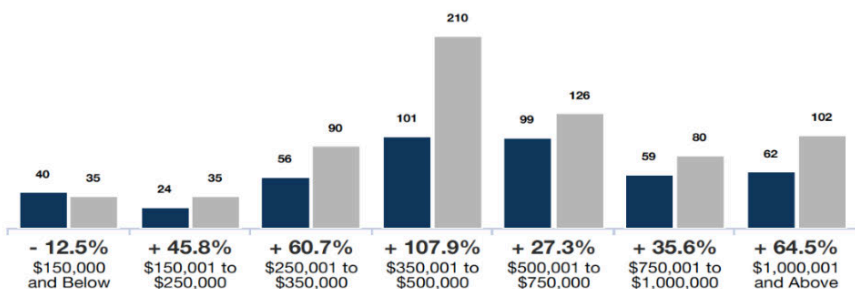
*Beaufort-Jasper County Realtors Association (BJRA)

Even more telling in the loss of regional affordability is the March BJRA Housing Supply Overview which indicated that for the 12-month period spanning April 2023 through March 2024 pending sales in the Beaufort-Jasper County REALTORS® region were down 0.1 percent overall, but the price range with the largest pending sales gain were for homes \$1,000,001 and above, where sales rose 38.5 percent.

Inventory of Homes for Sale

By Price Range

■ 3-2023 ■ 3-2024



With a per capita income of \$72,142 (BEA, 2022) and a median home sales prices of \$522,500 based on a recent Redfin 2024 report, the typical homebuyer in Beaufort County has very little opportunity to buy an affordable home that meets their budget. A \$200,000 home could cost a household \$1,754/month – assuming a 3% down payment and \$449/month in property taxes, homeowners insurance, and private mortgage insurance (PMI). [Nerd wallet] This monthly payment would also depend on the buyer's credit score. Therefore, the average resident (based on above per capita income) in Beaufort County could barely afford a \$200,000 home.

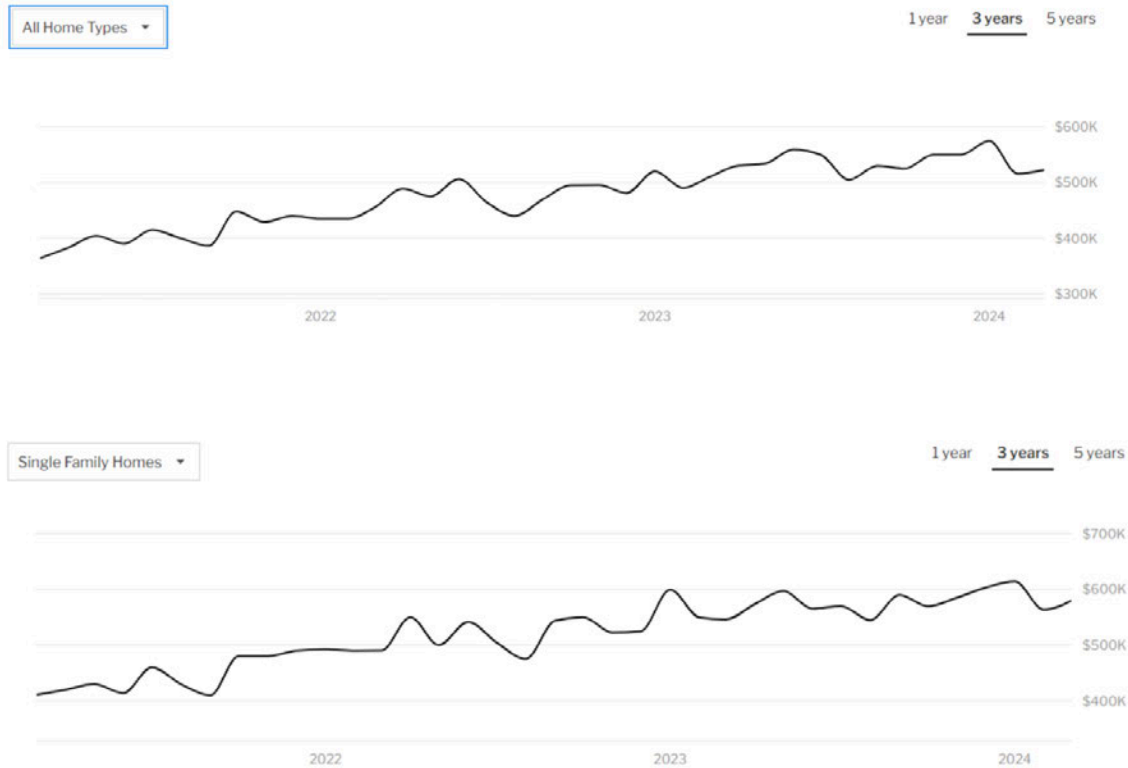
Based on Nerdwallet.com, current mortgage rates on average for the area are over 7 % for a 30-year fixed mortgage and 6.50% for a 15-year fixed mortgage, but - as mentioned - this depends on downpayment and credit score. Many lower income workers do not have significant savings for a down payment and may have credit issues making it harder for them to transition to ownership, especially if they are already cost-burdened and paying higher rents. The below chart shows mortgage interest based on current Annual Percentage Rates (APR).

Current mortgage and refinance interest rates		
Product	Interest Rate	APR
30-Year Fixed Rate	7.08%	7.13%
20-Year Fixed Rate	6.85%	6.91%
15-Year Fixed Rate	6.54%	6.62%
10-Year Fixed Rate	6.42%	6.50%

In addition to a limited pipeline of newly planned affordable homeownership options for the area and the low inventory of existing housing units, increased cost in wind and flood insurance are also impacting overall household's costs in Beaufort County. In some cases, insurance costs have doubled for residential and commercial properties, pricing people out of their homes. For the rental market, insurance premiums are passed along to renters by apartment owners therefore increasing the cost of rent for many families, while incomes have not kept up with housing costs. In some cases, rental property owners have converted their "previously affordable" rental properties into higher cost luxury apartments or short-term rentals, taking them out of the affordable housing inventory.

In March 2024, Beaufort County home prices were up 2.6% compared to last year, selling for a median price of \$523K. On average, homes in Beaufort County sell after 50 days on the market compared to 38 days last year. There were 495 homes sold in March this year, up slightly from 463 last year. (Redfin.com). Based on this recent data pulled from Redfin calculations of home data from MLS listings and public records the following charts show the continued rise in housing cost over the last 3-year.

The Charts include 1) All Home Types listed (villas, condos, townhomes and detached) and 2) Single Family Homes separately. The chart below shows overall housing types (condos, townhomes and single-family ownership) showing a trend of 43% increase in median sale price from 2021 to 2024. For single-family homes, the 3-year trend shows a 41% increase.



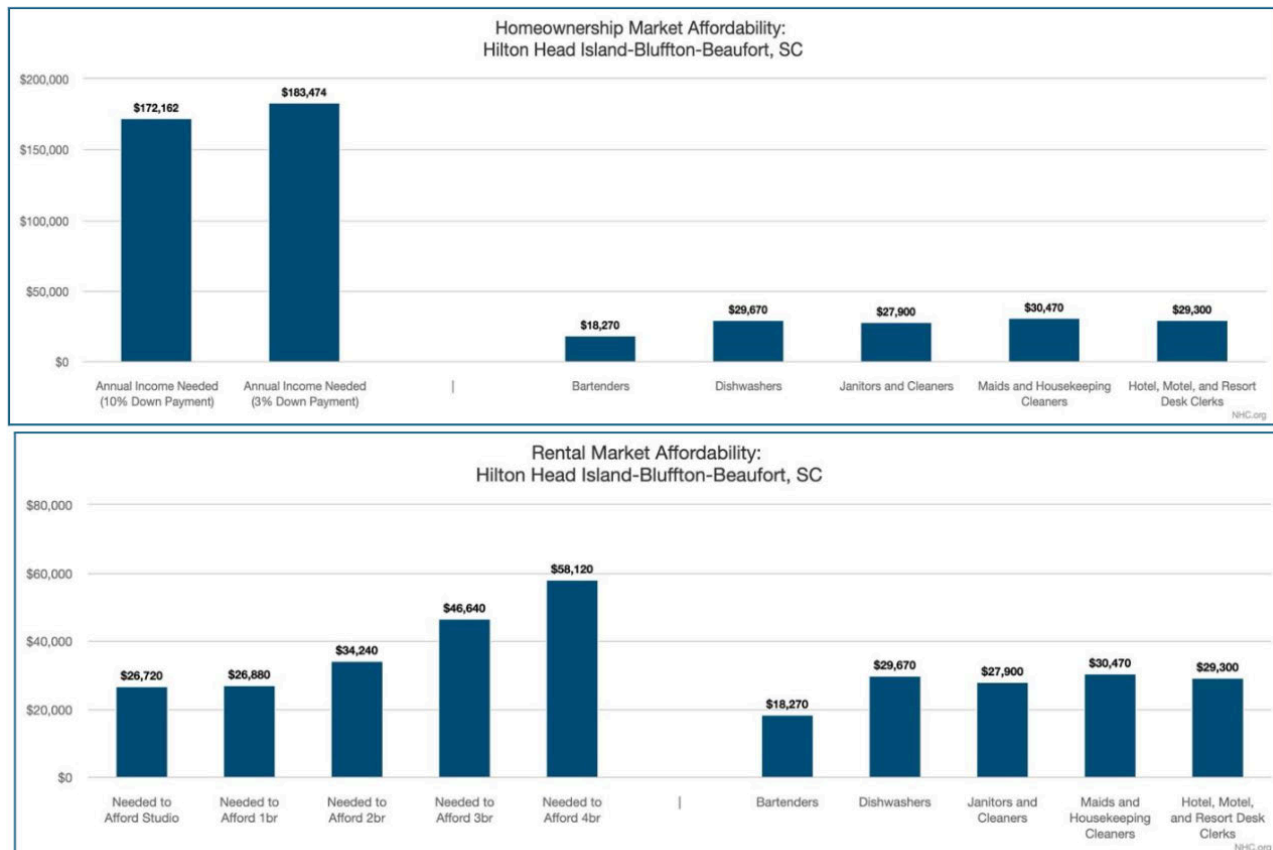
Beaufort County's housing costs is significantly higher compared to many neighboring cities and counties. The overall cost of living in Beaufort County is approximately 3% lower than the National average yet 6% higher than that of Savannah, GA and only 1% lower than that of Charleston, SC – two much-larger neighboring cities (Redfin). Next to Charleston, Beaufort is the most expensive market to buy in this comparison.

Location	Median Price	% Change from 2023 to 2024
Beaufort County	\$522,500	+ 2.6%
Horry County (Myrtle Beach)	\$328,000	+ 2.5%
Greenville County	\$352,495	+ 5.1%
Richland County (Columbia)	\$260,000	- .019%
Chatham County (Savannah)	\$366,000	+ 5.4%
Myrtle Beach	\$285,000	+ 14%
Charlotte MSA	\$402,000	+ 1.8%
Charleston	\$559,500	+ 7.6%

As evidenced in this chapter, there is a clear mismatch between housing that is available in the current market and the area incomes for some of the major workforce sectors. There continues to be few affordable housing options for the area's workforce with availability and affordability trending down. As highlighted in the National Housing Conference's Paycheck to Paycheck March 2024 Data Update for Beaufort County MSA areas, the qualifying income needed to afford a 2 Bedroom apartment at \$856/month in the Hilton Head Island-Bluffton-Beaufort, SC MSA is \$34,240 annually. All occupations shown in the table below do not produce enough annual income for the worker to afford a 2 BR rental or purchase a 2 BR home in the Beaufort County area (NHC's Paycheck to Paycheck Data Update March, 2024, <https://nhc.org/paycheck-to-paycheck/#>) – essentially locking them out of a chance at housing affordability.

Many of these cost-burdened workers fill occupations critical to the greater Beaufort County's tourism and leisure industry including Bartenders, Waiters, Dishwashers, Janitors and Maids, and Hotel and Resort Clerks. Others like Substitute Teachers, Home Health Aides, Childcare Workers, and Laundry and Dry-cleaning Workers serve the resident population all year-long yet cannot afford to live affordably in the community they serve.

The charts below from the Paycheck-to-Paycheck affordability index provide several examples - specifically for the workers in the hospitality and accommodations sectors - on what they can afford based on median incomes for each position as well as what they need to earn to afford a median price home or apartment in the Beaufort area.



Other major employment sector positions are also included below to show the growing mismatch between what area workers earn and what they can afford. Tourism related workers are faced with the largest barriers to finding housing options that are affordable but as one can see from the chart below other major employment sectors are also struggling to find affordable options in the region.

Occupation	Area Median Income	3% down qualify	Afford to buy?	1 BR Rent Qualify	Afford Rent 1 BR?	2 BR Rent Qualify	Afford Rent 2 BR?
Substitute <u>Teachers, Short-Term</u>	\$32,470	\$183,474	No	\$26,880	Yes	\$34,240	No
Teaching <u>Assistants, Except Postsecondary</u>	\$23,980	\$183,474	No	\$26,880	No	\$34,240	No
Home Health and Personal Care Aides	\$29,750	\$183,474	No	\$26,880	Yes	\$34,240	No
Security Guards	\$32,940	\$183,474	No	\$26,880	Yes	\$34,240	No
Bartenders	\$18,270	\$183,474	No	\$26,880	No	\$34,240	No
Fast Food and Counter Workers	\$26,590	\$183,474	No	\$26,880	No	\$34,240	No
Waiters and Waitresses	\$19,950	\$183,474	No	\$26,880	No	\$34,240	No
Dishwashers	\$29,670	\$183,474	No	\$26,880	Yes	\$34,240	No
Janitors and <u>Cleaners, Except Maids and Housekeeping Cleaners</u>	\$27,900	\$183,474	No	\$26,880	Yes	\$34,240	No
Maids and Housekeeping Cleaners	\$30,470	\$183,474	No	\$26,880	Yes	\$34,240	No
Hairdressers, Hairstylists, and Cosmetologists	\$29,460	\$183,474	No	\$26,880	Yes	\$34,240	No
Childcare Workers	\$27,670	\$183,474	No	\$26,880	Yes	\$34,240	No
Cashiers	\$26,980	\$183,474	No	\$26,880	Yes	\$34,240	No
Retail Salespersons	\$29,710	\$183,474	No	\$26,880	Yes	\$34,240	No
Hotel, Motel, and Resort Desk Clerks	\$29,300	\$183,474	No	\$26,880	Yes	\$34,240	No
Receptionists and Information Clerks	\$31,780	\$183,474	No	\$26,880	Yes	\$34,240	No
Laundry and Dry-Cleaning Workers	\$27,650	\$183,474	No	\$26,880	Yes	\$34,240	No
Parking Attendants	\$30,180	\$183,474	No	\$26,880	Yes	\$34,240	No
Stockers and Order Fillers	\$32,890	\$183,474	No	\$26,880	Yes	\$34,240	No

Construction and Development Costs

Ownership Market Costs:

A recent article by Today's Homeowner, highlighted that in South Carolina it could cost anywhere from \$150.92/sq.ft. for craftsman-style bungalow to \$603.60/sq.ft. for high-end plantation-style home. This same article highlighted an acre of farmland in South Carolina averages around \$2,830. However, urban lots cost significantly higher at \$500,000 per acre in most cities. These costs will vary depending on where in South Carolina a developer is building; urban vs rural, inland vs coastal etc. Beaufort County includes all these land typologies within the County. Although the submarket town/cities within Beaufort County have smaller populations than places like Charleston and Greenville, the urban cores within the County, like the City of Beaufort and Town of Bluffton, have all seen higher land cost along with construction costs. The County has unincorporated areas adjacent to these towns as well as quite a bit of rural areas that could have more affordable land but may have higher infrastructure costs. One developer interviewed shared it can cost over a \$1M per acre for land in the Island areas (pending location and infrastructure needs) and approximately \$340/sq. ft. for 3 story stick-built building. Another example shared included 2,000 sq.ft. 3-bedroom modular units priced at \$320,000/unit including site work but not land.

The Today's Homeowner article also pointed out the following average per square foot cost based on type of housing:

- **Craftsman Style Beach Cottage: \$150.92- \$188.65/sq.ft.** This type of home is very popular in Beaufort County due to its proximity to the ocean. Most of these types of homes have an average floor area of about 1,850 square feet indicating construction costs anywhere from \$278,500 to \$348,200.
- **Mid-Range Home: \$188.65- \$415.03/sq.ft.** This is for a Lowcountry cottage home typology with wrap around porches and southern design which is a common architectural style for many mid-range homes in the Beaufort area. Most of these types of homes with an average floor area of 1,850 square foot range between \$348,200 to \$766,145.
- **High-End or Luxury Home: \$415.03-\$603.68/sq.ft.** This type of home is typically considered a Plantation-style home usually found in upscale neighborhoods, especially in areas like Beaufort County and their adjacent jurisdictions like Hilton Head Island and Port Royal. Most of these types of homes vary in square footage and tend to be larger homes with high end finishes and amenities so can range anywhere from \$766,145 to \$1,111,400.

Several individual costs that make up these varying construction estimates include framing, exterior work, utilities, interior and finishing costs along with foundational work and labor costs. The costs will vary greatly depending on the type of materials selected and the current pricing for commodities like lumber and concrete. Labor shortages can also play a significant role in the final cost of construction.

	Craftsman-Style	Mid-Range	High-End/ Plantation Style
Charleston	\$175.00	\$262.50	\$700.00
Columbia	\$120.00	\$180.00	\$480.00
Myrtle Beach	\$159.00	\$238.50	\$636.00
Greenville	\$90.00	\$135.00	\$360.00
Hilton Head Island	\$111.08	\$166.62	\$444.32
Sumter	\$118.46	\$177.69	\$473.84
Spartanburg	\$97.00	\$145.50	\$388.00
Florence	\$80.00	\$120.00	\$320.00
Summerville	\$114.65	\$171.98	\$458.60
Beaufort	\$110.00	\$165.00	\$440.00

The chart above provides a good snapshot of estimated construction costs per square foot for various communities in South Carolina compared to the Beaufort area. It should be noted that these are industry-estimates, and each property and home can be significantly different per square foot based on design, location, final finishes and construction financing costs. For the purposes of this Housing Impact Analysis, the chart provides a baseline comparison to consider when evaluating what housing can be considered affordable. As a reminder, a household should spend no more than 30% of their household income or no more than 3 times their annual salary on a home purchase to be considered affordable.



Land Cost:

As mentioned earlier in this same article by Today's Homeowner, land prices vary drastically depending on the location of the property and can be well over \$500,000/acre in some of the coastal areas like Beaufort. In some cases, finding smaller lots can be the best option to keep housing more affordable or increasing density on a piece of land to allow for more units to maximize the value of the land. A smaller piece of land, around a fourth of an acre, may cost around \$125,000, translating to approximately 10,890 square feet, which is more than enough for a single-family home.

Other Construction Costs:

The article also mentioned site preparation can add between 3-8% to a project cost that is not included in typical construction costs and can vary greatly depending on the type of land the home is being built on. For example, in the Beaufort area, many homes must be built above the flood plain or have topology issues due to the proximity to the water or marshland, so they may require environmental mitigation efforts prior to being built or installed on stilts, etc. The cost of site work will also depend on the type of construction, the number of stories, and existing site conditions - creating a range between \$3.34 per square foot to a maximum of \$13.35 square foot.

In addition to building new affordable housing, the County is also interested in the preservation of housing. Both the Bowen Study and the Comprehensive plan included preservation as an important strategy to protect existing affordable housing stock and minimize potential displacement. As mentioned earlier there are few government-subsidized affordable housing units available within the County, which would be protected as affordable for longer- periods of time. Older existing apartments or villas, considered as "naturally occurring affordable housing or NOAH" due to their age, are also limited in the County. One developer shared a list of several properties throughout the county that might be considered relatively affordable or NOAH. These properties were listed between \$220,000-\$360,000 for 2 bedroom 2 bathroom just for acquisition, not taking into consideration repairs or improvements that might be necessary to preserve these units.

Other considerations on total development cost include pre-development and soft costs like professional service fees, architect, engineering, local approvals, permits and tap fees, etc.

Other Impediments to development:

Due to the Beaufort County's location along the coast, other environmental considerations play a huge role in increasing the cost of development, including but not limited to building code requirement to address natural disasters and protections, like seismic and wind zones that require engineered drawings and specified materials that help eliminate risks of home destruction in the event of a hurricane or earthquake.

Local Permitting and Impact Fees:

Although local permitting and impact fees can significantly increase the cost of housing development, the County has looked at where they can reduce or waive these fees for affordable housing developers. The County currently has an affordable housing impact fee waiver program that is described in more detail in the Removing Barriers Chapter of this analysis. The County is looking at other fee waivers and incentives they can implement to support increased affordable housing production, yet many of these fees are not under their control, like water and sewer tap fees or utility costs etc.

As part of the Bowen Housing Needs Assessment, researchers spoke to several developers about the cost of housing development as a barrier to ensuring more affordable options. The study mentioned that during one-on-one discussions with local affordable housing partners they indicated many obstacles that make it hard to develop more affordable housing in the County. One challenge is the high costs for infrastructure improvements and impact fees, finding the land to build and finding development partners willing to build affordable or mixed income housing, since costs have escalated so much over the past five years. Due to topography, wetland and environmental concerns, there is limited developable land in the County that is cost effective enough to make a significant impact on the demand for affordable housing.

Some recommendations that came from those meetings included partners suggesting the County consider more creative types of housing development (alternative types of housing), look at maximizing density where feasible, and consider mixed income where possible and commercial conversion as an option for under-utilized retail and commercial spaces - including repurposing older and dilapidated buildings that could be refurbished and made into affordable housing. The County has already looked at the conversion of older motels/hotels as an option for affordable housing and has a few projects underway within the County.

Insurance:

Related to some of the added costs due to environmental considerations, insurance costs are playing a significant role in affordability. In some communities in the Beaufort area insurance costs for both ownership and rental properties have increased over 100%. A recent 2024 article indicated that homeowners across the country are facing an insurance crisis and driving up housing costs, especially in weather vulnerable coastal communities like Beaufort. According to a survey conducted by Redfin Corp. about 72% of U.S. homeowners said their policy had increased over the past year, about 8% of those surveyed said their insurance company stopped offering coverage for their homes all together. Redfin expects homeowner insurance rates will continue to rise in communities like South Carolina, Florida and California that are more prone to natural and environmental disasters. Insurance marketplace Insurify Inc. projected homeowners' insurance would rise about 6% in 2024 after roughly 20% annual rate increases between 2021 and 2023, that would bring the average rate to \$2,522 annually by the end of the year.

Removing Barriers to Workforce Housing

Incentivizing Affordable Workforce Housing:

A key aspect of this Housing Impact Analysis is to understand both the local barriers to the preservation and production of affordable workforce housing along with the strategies and incentives the County may already offer to support housing solutions. The Bowen Study outlined several housing strategies including planning policies and funding ideas for the County to consider that could incentivize private developers to create more affordable housing within their projects. Based on these recommendations and recognizing the growing demand for workforce housing over the last few years, the County has already implemented several developer incentive programs to support an increase in affordable housing.

Beaufort County Development Code includes an entire chapter on encouraging affordable housing as a key element of the County's growth and development priorities. In Chapter 4 of the Development Code, County Council indicated that affordable housing is the essential foundation upon which to build a more sustainable future for Beaufort County and to grow a more competitive workforce to meet the challenges of our regional, state, and global economy.

County Council found that zoning regulations can be an effective tool for implementing the strategies to address the needs for affordable housing stock within Beaufort County. Within the Developer Incentives Chapter, the County identified certain incentives and zoning tools that can help facilitate and encourage the development of affordable housing types. Specifically, this chapter was intended to promote a diversity of housing stock by providing certain incentives and regulatory standards for the creation of affordable housing units in the C5 zoning district. The following highlights specific excerpts from the Development Code that Beaufort County has already committed to support the increased production of affordable workforce housing.



Developer Incentives:

Chapter 4 of the Beaufort County Code

Within this chapter the County outlines what is required for a developer to access density bonuses and impact fee exemptions for projects that commit to including affordable housing within a larger development project.

The number of owner-occupied affordable housing units and/or rental affordable housing units per development shall be one of the following at the election of the applicant:

- Thirty (30%) percent of the dwelling units, rounded up to the whole number, shall be restricted by deed as owner occupied affordable housing units and/or rental affordable housing units for a period of at least twenty (20) years; or
- Twenty (20%) percent of the dwelling units, rounded up to the whole number, shall be restricted by deed as owner occupied affordable housing units and/or rental affordable housing units for a period of at least twenty-five (25) years.

Density bonus. Housing developments or re-developments located within the Regional Center Mixed Use (CS) zone district may elect to development land in compliance with this chapter. As an incentive for development under this chapter, there shall be no maximum density or minimum lot size requirements.

Impact fees. Impact fees shall be reduced in proportion to the number of affordable housing units being provided in accordance with Beaufort County Code of Ordinances Section 82-32. A project approved under this chapter shall be determined to be a project that creates affordable housing for the purpose of exempting impact fees in proportion to the number of affordable housing units created. The following table indicates the percentage of discount available for Impact Fees for Affordable Housing:

Area Median Income (AMI)	Impact Fee Discount
Under 60%	100%
60% to 80%	60%
Over 80%	0%

The County commits a certain amount of funding annually into their Beaufort County Affordable Fund to support this incentive for affordable workforce housing projects based on project eligibility and available funding. Development impact fees may be subsidized, as long as funds are available in the Beaufort County Affordable Housing Fund, by up to 100 percent for housing a person or family earning 80 percent or less of the county's median family income. Criteria approved by county council will be used to provide guidance and should be reviewed prior to requesting assistance from the County.

Financing/Funding:

In addition to implementing several planning policies that can encourage developers to produce affordable workforce housing, the County has also committed funding to support financing solutions for development projects. One noteworthy strategy included leading the housing trust fund study that launched a regional housing trust fund. The County worked closely with other local jurisdictions and Jasper County to implement the Beaufort Jasper Housing Trust Fund (BJHT), which was officially incorporated in 2023. Participating jurisdictions signed an intergovernmental agreement, agreeing to the creation of the fund and a 10-year funding commitment, with the County being the largest contributor to the Fund initially.

Beaufort Jasper Housing Trust Fund

The housing trust fund mission is to assist in the financing and funding of affordable housing. The housing trust fund was supported originally with a one-time allocation from the American Rescue Funds from each participating jurisdiction. Subsequent annual funding will need to be determined by each government partner from a local source that their Councils identify.

The above incentives and financing tools are a just a few of the initiatives that the County has already implemented to support the preservation and production of affordable workforce housing efforts. The County is constantly seeking ways to support affordable housing, including looking at policy or regulatory tools that could encourage more affordable and mixed income housing. With the passage of Act 57, the County now has the opportunity to utilize a new funding source for workforce housing projects within the County. These funds will help compliment the County's existing programs to increase the production and preservation of workforce housing.



Image from Garden Oaks Apartments

In addition to the efforts mentioned above, the County is also investigating the following policy and strategies to support the growing need for more affordable housing.

Preserve Existing Affordable Housing

- Work with municipalities to develop conservation overlay zones or similar, to protect areas of naturally occurring affordable housing; an example would be the Oaklawn subdivision on Oaklawn Ave in the City of Beaufort.
- Prohibit new Short Term Rentals in single-family zoned neighborhoods unless the owner lives on the premises (i.e., prohibit new STRs on 6% property).
- Identify all LIHTC projects in the County; determine when the affordability period ends; develop options for extending affordability period or otherwise maintaining affordability.
- Consider establishing and/or funding local housing repair programs targeted at low-moderate income homeowners or income-restricted rental properties.

Promote New Affordable Housing

- Revise development codes in the County and municipalities to promote more missing middle housing by allowing 2 accessory dwelling units (ADUs) per lot and allowing 2- and 3-family dwellings in current single-family zones. Consider allowing 4-family dwellings and townhouses.
 - eliminate on-site parking requirements for ADUs
- Waive or reduce building permitting fees for ADUs where owner signs an affidavit that covenants do not preclude it being rented.
 - consider waiving or reducing building permit fees for other Missing Middle housing types indefinitely or for a limited period of time to stimulate interest in development
- Work with SC Building Codes Council to allow 3- and 4-unit structures to be built with alternatives to sprinklers.
- Work with municipalities to develop pre-reviewed plans for Missing Middle Housing, starting with ADUs.
- Advocate legislature for authority to adopt inclusionary housing ordinances.
- Advocate legislature for authority to adopt real estate transfer fee that could be used for affordable housing and open space preservation.
- Adjust all impact fees to be based on the true impact of the use; fees should be based on square footage of the unit and/or the number of bedrooms.
- Facilitate a developers training workshop similar to what is done by The Incremental Development Alliance, to educate contractors and developers on developing Missing Middle Housing.



Conclusion

The Bowen report emphasized the need for the County to support a balanced housing approach to meet the growing demand for diverse housing options with an emphasis on affordable workforce housing. As highlighted in this Analysis, while current housing shortages are more pronounced among lower-income households, the projected household growth among higher income households is significant. There is a need to provide housing to meet this population growth as well to avoid a “bottleneck effect”. When there is not sufficient housing stock in the market to meet diverse income growth, residents have few options to move into housing that meets their income, therefore they tend to stay in existing homes or rental units longer instead of upgrading to newer housing. When residents upgrade or move into a newer housing option, more affordable options are freed up for low to moderate income households to access. Additionally, when the housing market does not keep up with demand caused by population growth and limited housing stock, supply and demand market forces increase the overall cost of housing, making it difficult for low- and moderate-income families to find affordable housing.

The Bowen report also indicated projected growth to be robust among both renter- and owner-occupied households and among both younger and older adults, providing further evidence that future housing development will need to be diverse to meet the varied needs of each of these household segments. With the ongoing population growth as indicated in this analysis and the lack of available housing inventory, especially affordable options, the County is seeking diverse solutions to address the need for more affordable housing, with a focus on the growing workforce needs. The housing shortage is directly impacting the County’s ability to attract and retain employers and employees in some of the key business sectors mentioned in this Analysis, in particular within tourism related jobs. The County has already implemented several policies and programs to support the preservation and production of a broad spectrum of affordability levels and product types including some mentioned within this analysis.

With tourism continuing to be one of the top three employment sectors in the County, there is a clear nexus between the need for workforce housing solutions and the revenues generated by the tourism economy. The availability of ATAX to support workforce housing provides the County with a new revenue source to help with the development and implementation of additional solutions to meet the growing need for more affordable housing options.

The passage of Act 57 offers the County a new opportunity to increase financial resources available to support programs for affordable workforce housing opportunities. The County estimates a total State ATAX amount for FY2025 of about \$1,500,000. With the new law, the County could now use up to 15% of this tax revenue to support workforce housing efforts in addition to 15% of their local ATAX revenues, which could be a significant new resource to support affordable housing efforts in the County.

As outlined in Beaufort County's adopted 2040 Comprehensive Plan, the County is committed to a diverse community that balances growth, attracts business and employment opportunities, preserves the area's fragile environment, ensures affordable housing options, and maintains quality of life for all residents regardless of income. The County is also committed to investing in new public infrastructure, creating incentives for affordable housing, and focusing development on land of the highest suitability. Within the Housing Element of the 2040 Comprehensive Plan, the County's overarching goal is to promote quality, affordable housing available and accessible to all residents, while ensuring a mix of housing types available to residents of varying incomes, ages and abilities.

To address this growing workforce and housing mismatch as highlighted throughout this Housing Impact Analysis, Beaufort County will need to continue to play an active role in promoting affordable housing solutions. Efforts will need to include but are not limited to implementing additional planning and zoning policy incentives, enhance public/private partnerships with affordable housing developers and identify new and flexible funding sources that enable these projects to come to fruition.

The County through its comprehensive plan, has already committed to:

- Foster the creation of affordable housing near jobs, services and public transit.
- Reduce regulatory barriers to the creation of affordable housing.
- Establish an ongoing funding source to address housing needs.
- Partner with non-profit agencies and the private sector.
- Work regionally to address affordable housing needs.

To further support these commitments, the County is seeking the opportunity to increase funding sources for affordable workforce housing efforts through the adoption of this Housing Impact Analysis as an amendment to their 2040 Comprehensive Plan, enabling access to up to 15% of its Accommodation Tax (ATAX) revenue. Access to this new eligible source of funding can help stretch existing sources and leverage additional funding to support new housing programs and complement existing policy efforts.



Sources

- 2018 Bowen Beaufort County Housing Needs Assessment
- 2023 South Carolina Palmetto Housing Study
- 2040 Beaufort County Comprehensive Plan
- 2024 Lowcountry Council of Government, Community Indicators Report
- Beaufort Jasper Counties REALTORS Association
- Biz Journals
- Capital Improvement Plan and Development Impact Fee Study, Tischler Bise Study, 2020
- Hilton Head Island Area Realtors Association
- Island's of Beaufort
- Livewell Terrace Market Study, 2023 T Ronald Brown Research & Analysis
- March 2024 SC State Paper
- May 2023 Bureau of Labor Statistics
- May 2024 Construction Costs
- National Housing Conference
- Redfin 1
- Redfin 2
- South Carolina State Housing Finance
- Today's Homeowner
- US Census Reporter ACS 2022 1-Year estimates
- World Population Review



Appendix

South Carolina General Assembly
125th Session, 2023-2024

A57, R66, S284

STATUS INFORMATION

General Bill

Sponsors: Senators Davis, Turner, Jackson, Scott, Kimpson, Senn, Campsen and Sabb

Companion/Similar bill(s): 4213

Document Path: SR-0145KM23.docx

Introduced in the Senate on January 10, 2023

Introduced in the House on April 4, 2023

Last Amended on May 10, 2023

Currently residing in the Senate

Summary: Development of Workforce Housing

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/7/2022	Senate	Prefiled
12/7/2022	Senate	Referred to Committee on Finance
1/10/2023	Senate	Introduced and read first time (Senate Journal-page 178)
1/10/2023	Senate	Referred to Committee on Finance (Senate Journal-page 178)
3/22/2023		Scrivener's error corrected
3/22/2023	Senate	Committee report: Favorable Finance
3/24/2023		Scrivener's error corrected
3/28/2023	Senate	Read second time (Senate Journal-page 75)
3/30/2023	Senate	Amended (Senate Journal-page 13)
3/30/2023	Senate	Read third time and sent to House (Senate Journal-page 13)
3/30/2023	Senate	Roll call Ayes-34 Nays-6 (Senate Journal-page 13)
4/4/2023	House	Introduced and read first time (House Journal-page 9)
4/4/2023	House	Referred to Committee on Ways and Means (House Journal-page 9)
5/4/2023	House	Committee report: Favorable with amendment Ways and Means (House Journal-page 8)
5/9/2023	House	Debate adjourned (House Journal-page 27)
5/10/2023	House	Amended (House Journal-page 85)
5/10/2023	House	Read second time (House Journal-page 85)
5/10/2023	House	Roll call Yeas-80 Nays-29 (House Journal-page 88)
5/11/2023	House	Read third time and returned to Senate with amendments (House Journal-page 17)
5/11/2023	Senate	Concurred in House amendment and enrolled (Senate Journal-page 57)
5/11/2023	Senate	Roll call Ayes-41 Nays-2 (Senate Journal-page 57)
5/17/2023		Ratified R 66
5/19/2023		Signed By Governor
5/26/2023		Effective date 05/19/23
5/26/2023		Act No. 57

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[03/24/2023](#)

[03/30/2023](#)

[05/05/2023](#)

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[03/30/2023](#)

[05/05/2023](#)

[05/10/2023](#)

(A57, R66, S284)

AN ACT TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY AMENDING SECTION 6-1-530, RELATING TO USE OF REVENUE FROM LOCAL ACCOMMODATIONS TAX, SO AS TO PROVIDE THAT THE DEVELOPMENT OF WORKFORCE HOUSING IS ONE OF THE PURPOSES FOR WHICH LOCAL ACCOMMODATIONS TAXES MAY BE USED; BY AMENDING SECTION 6-4-10, RELATING TO THE USE OF CERTAIN REVENUE FROM THE ACCOMMODATIONS TAX, SO AS TO PROVIDE THAT THE DEVELOPMENT OF WORKFORCE HOUSING IS ONE OF THE PURPOSES FOR WHICH THE FUNDS MAY BE USED; BY AMENDING SECTION 6-4-15, RELATING TO THE USE OF REVENUES TO FINANCE BONDS, SO AS TO PROVIDE THAT THE DEVELOPMENT OF WORKFORCE HOUSING IS ONE OF THE PURPOSES FOR WHICH BONDS MAY BE ISSUED; BY ADDING SECTION 6-4-12 SO AS TO REQUIRE A LOCAL GOVERNMENT TO PREPARE A HOUSING IMPACT ANALYSIS BEFORE USING SUCH FUNDS FOR WORKFORCE HOUSING; BY AMENDING SECTIONS 6-4-5 AND 6-1-510, RELATING TO DEFINITIONS, SO AS TO ADD CERTAIN DEFINITIONS; BY AMENDING SECTION 6-29-510, RELATING TO LOCAL PLANNING, SO AS TO REQUIRE THE PLANNING COMMISSION MUST SOLICIT INPUT FOR THE ANALYSIS FROM HOMEBUILDERS AND OTHER EXPERTS WHEN DEVELOPING A HOUSING ELEMENT FOR THE LOCAL COMPREHENSIVE PLAN; TO CREATE THE LAND DEVELOPMENT STUDY COMMITTEE TO EXAMINE CURRENT AND PROSPECTIVE METHODS TO PLAN FOR AND MANAGE LAND DEVELOPMENT; AND TO REQUIRE A REPORT DETAILING THE EFFECTS OF THIS ACT ON TOURISM AND WORKFORCE HOUSING.

Be it enacted by the General Assembly of the State of South Carolina:

Local accommodations tax for workforce housing

SECTION 1. Section 6-1-530(A) of the S.C. Code is amended to read:

(A) The revenue generated by the local accommodations tax must be

used exclusively for the following purposes:

(1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;

(2) tourism-related cultural, recreational, or historic facilities;

(3) beach access, renourishment, or other tourism-related lands and water access;

(4) highways, roads, streets, and bridges providing access to tourist destinations;

(5) advertisements and promotions related to tourism development;

(6) water and sewer infrastructure to serve tourism-related demand;

or

(7) development of workforce housing, which must include programs to promote home ownership. However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in this item. The provisions of this item are no longer effective after December 31, 2030.

State accommodations tax for workforce housing

SECTION 2. Section 6-4-10(4) of the S.C. Code is amended to read:

(4)(a) The remaining balance plus earned interest received by a municipality or county must be allocated to a special fund and used for tourism-related expenditures. This section does not prohibit a municipality or county from using accommodations tax general fund revenues for tourism-related expenditures.

(b) The funds received by a county or municipality which has a high concentration of tourism activity may be used to provide additional

county and municipal services including, but not limited to, law enforcement, traffic control, public facilities, and highway and street maintenance, as well as the continual promotion of tourism. The funds must not be used as an additional source of revenue to provide services normally provided by the county or municipality but to promote tourism and enlarge its economic benefits through advertising, promotion, and providing those facilities and services which enhance the ability of the county or municipality to attract and provide for tourists.

“Tourism-related expenditures” include:

(i) advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity;

(ii) promotion of the arts and cultural events;

(iii) construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;

(iv) the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;

(v) public facilities such as restrooms, dressing rooms, parks, and parking lots;

(vi) tourist shuttle transportation;

(vii) control and repair of waterfront erosion, including beach renourishment;

(viii) operating visitor information centers;

(ix) development of workforce housing, which must include programs to promote home ownership. However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in

this item (4)(b)(ix). The provisions of this item (4)(b)(ix) are no longer effective after December 31, 2030.

(c)(i) Allocations to the special fund must be spent by the municipality or county within two years of receipt. However, the time limit may be extended upon the recommendation of the local governing body of the county or municipality and approval of the oversight committee established pursuant to Section 6-4-35. An extension must include provisions that funds be committed for a specific project or program.

(ii) Notwithstanding the provisions of subsubitem (i), upon a two-thirds affirmative vote of the membership of the appropriate local governing body, a county or municipality may carry forward unexpended allocations to the special fund beyond two years provided that the county or municipality commits use of the funds exclusively to the control and repair of waterfront erosion, including beach renourishment or development of workforce housing, which must include programs to promote home ownership. The county or municipality annually shall notify the oversight committee, established pursuant to Section 6-4-35, of the basic activity of the committed funds, including beginning balance, deposits, expenditures, and ending balance.

(d) In the expenditure of these funds, counties and municipalities are required to promote tourism and make tourism-related expenditures primarily in the geographical areas of the county or municipality in which the proceeds of the tax are collected where it is practical.

Bonds for workforce housing

SECTION 3. Section 6-4-15 of the S.C. Code is amended to read:

Section 6-4-15. A municipality or county may issue bonds, enter into other financial obligations, or create reserves to secure obligations to finance all or a portion of the cost of constructing facilities, all of which must fulfill the purpose of this chapter, for civic activities, the arts, cultural events, or workforce housing that includes programs to promote home ownership. The annual debt service of indebtedness incurred to finance the facilities or lease payments for the use of the facilities may be provided from the funds received by a municipality or county from the accommodations tax in an amount not to exceed the amount received by the municipality or county after deduction of the accommodations tax funds dedicated to the general fund and the advertising and promotion fund. However, none of the revenue received by a municipality or county from the accommodations tax may be used to retire outstanding bonded indebtedness unless accommodations tax revenue was obligated for that purpose when the debt was incurred.

Housing impact analysis

SECTION 4. Chapter 4, Title 6 of the S.C. Code is amended by adding:

Section 6-4-12. (A) If a local government intends to use the funds for the development of workforce housing, then the local government shall prepare a housing impact analysis prior to giving second reading to the ordinance.

(B) The analysis required by subsection (A) must include:

(1) information about the effect of the ordinance on housing, including the effect of the ordinance on each of the following:

(a) the cost of developing, construction, rehabilitating, improving, maintaining, or owning single-family or multifamily

dwellings;

(b) the purchase price of new homes or the fair market value of existing homes;

(c) the cost and availability of financing to purchase or develop housing;

(d) housing costs; and

(e) the density, location, setback, size, or height development on a lot, parcel, land division, or subdivision; and

(2) an analysis of the relative impact of the ordinance on low- and moderate-income households.

(C) The following applies to information on housing costs required to be included in the analysis conducted pursuant to subsection (B)(1)(d):

(1) the analysis must include reasonable estimates of the effect of the ordinance on housing costs, expressed in dollar amounts. The local government shall include a brief summary of, or worksheet demonstrating, the computations used in determining the dollar amounts. However, if the local government determines that it is not possible to make an estimate expressed in dollar amounts, then the analysis must include a statement setting forth the reasons for the local government's determination; and

(2) the analysis must include descriptions of both the immediate effect and, to the extent ascertainable, the long-term effect of the ordinance on housing costs.

(D) Except as otherwise provided in this section, a housing impact analysis required pursuant to this section must be based on costs associated with the development, construction, financing, purchasing, sale, ownership, or availability of a median-priced single-family residence. However, the analysis may include estimates for larger developments as part of an analysis of the long-term effects of the

ordinance.

(E) A local government may request information from any state agencies, local units of government, universities or colleges, organizations, or individuals as necessary to prepare a housing impact analysis pursuant to this section.

(F) The local government shall provide the housing impact analysis for an ordinance to the members of the legislative body of the local government, the Department of Revenue, and the Tourism Expenditure Revenue Committee before the ordinance is considered by the legislative body. The Department of Revenue may not disburse any accommodations taxes to the local government for purposes of development of workforce housing unless and until the local government has provided the housing impact analysis to the parties required pursuant to this subsection.

Definitions

SECTION 5. Section 6-4-5 of the S.C. Code is amended to read:

Section 6-4-5. As used in this chapter:

(1) “County area” means a county and municipalities within the geographical boundaries of the county.

(2) “Cultural”, as it applies to members of advisory committees in Section 6-4-25, means persons actively involved and familiar with the cultural community of the area including, but not limited to, the arts, historical preservation, museums, and festivals.

(3) “Hospitality”, as it applies to members of the committees in item (2), means persons directly involved in the service segment of the travel and tourism industry including, but not limited to, businesses that

primarily serve visitors such as lodging facilities, restaurants, attractions, recreational amenities, transportation facilities and services, and travel information and promotion entities.

(4) “Travel” and “tourism” mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.

(5) “Housing costs” for housing occupied by the owner means:

(a) the principal and interest on a mortgage loan that finances the purchase of the housing;

(b) the closing costs and other costs associated with a mortgage loan;

(c) mortgage insurance;

(d) property insurance;

(e) utility-related costs;

(f) property taxes; and

(g) if the housing is owned and occupied by members of a cooperative or an unincorporated cooperative association, fees paid to a person for managing the housing.

(6) “Housing costs” for rented housing means:

(a) rent; and

(b) utility-related costs, if not included in the rent.

(7) “Ordinance” means an ordinance adopted pursuant to Section 6-29-530.

(8) “Utility-related costs” means costs related to power, heat, gas, light, water, and sewage.

(9) “Workforce housing” means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size,

according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

Definition

SECTION 6. Section 6-1-510 of the S.C. Code is amended by adding:

(4) “Workforce housing” means residential housing for rent or sale that is reasonably and appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

Local comprehensive plan

SECTION 7. Section 6-29-510(D)(6) of the S.C. Code is amended to read:

(6) a housing element which considers location, types, age, and condition of housing, owner and renter occupancy, and affordability of housing. This element includes an analysis to ascertain nonessential housing regulatory requirements, as defined in this chapter, that add to the cost of developing affordable housing but are not necessary to protect the public health, safety, or welfare and an analysis of market-based incentives that may be made available to encourage development of affordable housing, which incentives may include density bonuses, design flexibility, and streamlined permitting processes. The planning commission must solicit input for this analysis from homebuilders,

developers, contractors, and housing finance experts when developing this element;

Land Development Study Committee

SECTION 8. (A) There is created the Land Development Study Committee to examine current and prospective methods to plan for and manage land development in South Carolina.

(B) The study committee must be comprised of three members of the Senate appointed by the President of the Senate and three members of the House of Representatives appointed by the Speaker of the House. Staff from the Senate and House of Representatives shall assist the study committee.

(C) The members of the study committee shall seek assistance from governmental agencies including the South Carolina Building Codes Council, the South Carolina Housing Authority, and the South Carolina Department of Agriculture, and from members of the private sector including, but not limited to, the Homebuilders Association of South Carolina, Habitat for Humanity South Carolina, the Realtors Association of South Carolina, the Municipal Association of South Carolina, the South Carolina Association of Counties, South Carolina Land Trust, Conservation Voters of South Carolina, the South Carolina Chapter of the American Planning Association, and the Manufactured Housing Institute of South Carolina.

(D) The study committee shall provide a report to the General Assembly by December 31, 2023, at which time the study committee shall dissolve.

Report

SECTION 9. Before the beginning of the 2030 Legislative Session, the Director of the Department of Parks, Recreation and Tourism, in consultation with the Secretary of Commerce and the Commissioner of Agriculture, shall issue a report to the General Assembly detailing the effects on tourism and workforce housing resulting from the codified provisions of this act.

Time effective

SECTION 10. This act takes effect upon approval by the Governor.

Ratified the 17th day of May, 2023.

Approved the 19th day of May, 2023.

ORDINANCE 2024/_____**COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN**

WHEREAS, Beaufort County Council adopted the 2040 Comprehensive Plan in November 2021, wherein housing was incorporated as a major theme; and

WHEREAS, the South Carolina General Assembly amended SC Code §6-4-12 to allow Accommodations Tax Revenue (ATAX) to be eligible to support workforce housing; and

WHEREAS, the new law requires that the County must complete and adopt a Housing Impact Analysis to the Comprehensive Plan in order to be eligible to enable state ATAX funds; and

WHEREAS, it is required that the analysis must include a review of costs, prices, availability of financing, general housing costs, development standards, the impact of the ordinance on the households; and

WHEREAS, the Beaufort County Housing Impact Analysis achieves this requirement; and

WHEREAS, the Beaufort County Planning Commission considered the request on September 5, 2024, voting ____ to recommend that County Council ____ the request; and

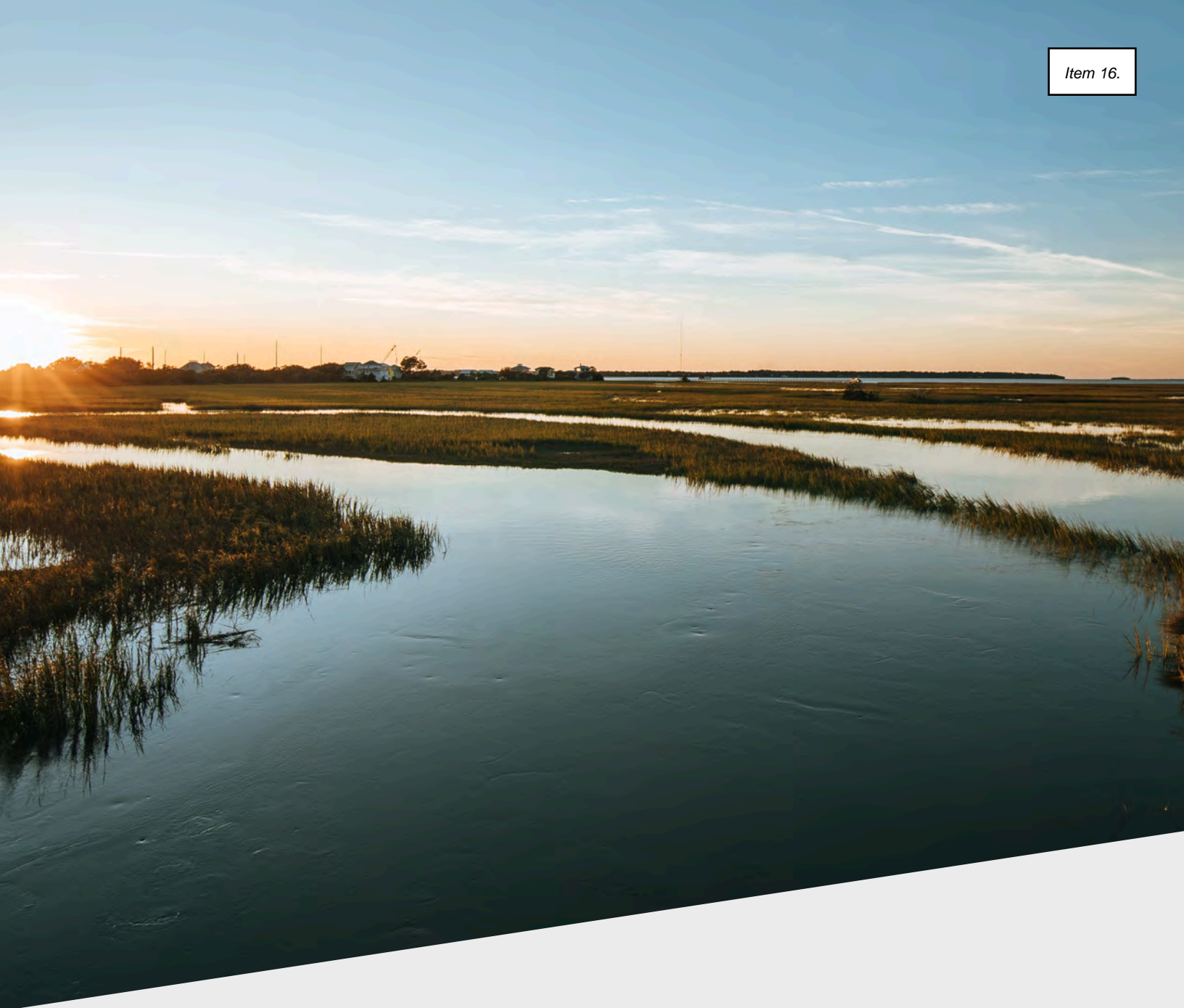
WHEREAS, County Council now wishes to amend the Beaufort County 2040 Comprehensive Plan to add the Beaufort County Housing Impact Analysis as an appendix.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize, an ordinance amending the Beaufort County 2040 Comprehensive Plan to add the Beaufort County Housing Impact Analysis as an appendix.

Ordained this ____ day of _____, 2024

Joseph Passiment, Chairman

Sarah Brock, Clerk to Council



HOUSING IMPACT ANALYSIS

JUNE 2024 // PREPARED BY TOGETHER CONSULTING



Beaufort County
SOUTH CAROLINA

Beaufort County Housing Impact Analysis

Table of Contents

03	 	ACKNOWLEDGEMENT
04	 	EXECUTIVE SUMMARY
06	 	INTRODUCTION
08	 	BACKGROUND
11	 	POPULATION ANALYSIS
15	 	ECONOMIC & EMPLOYMENT ANALYSIS
26	 	HOUSING MARKET ANALYSIS & CONDITIONS
40	 	CONSTRUCTION & DEVELOPMENT COSTS
44	 	REMOVING BARRIERS TO WORKFORCE HOUSING
48	 	CONCLUSION
50	 	SOURCES
51	 	APPENDIX

Acknowledgements

The following information outlined within this Housing Impact Analysis was made possible thanks to several resources and analysis in past planning and research efforts, various local, state and community data resources, and feedback from local housing partners, developers and realtors.

Community Partners:

- Hilton Head Area Realtors Association
- Beaufort Jasper Realtors Association
- Lowcountry Council of Governments
- Hilton Head Area Home Builder Association
- Beaufort Chamber of Commerce
- Local Builders and Developers

County Staff:

- John Robinson, Interim County Administrator
- Thomas Keaveny, II, Beaufort County Attorney
- Chuck Atkinson, Assistance County Administrator for Development Services
- Robert Merchant, Planning & Zoning Department Director
- Christine Webb, Director of Compliance, Standards & Internal Controls
- Elizabeth Anderson, Planner

County Council:

- Joe Passiment, Chairman
- Larry McElynn, Vice-Chairman
- Gerald Dawson, District 1
- David Bartholomew, District 2
- York Glover, District 3
- Alice Howard, District 4
- Anna Maria Tabernik, District 6
- Logan Cunningham, District 7
- Paula Brown, District 8
- Mark Lawson, District 9
- Thomas Reitz, District 11

Consultants:

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Together Consulting

Design Support: Virginia Howat



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Executive Summary

In November 2021, Beaufort County Council adopted the County's 2040 Comprehensive Plan. As part of this Plan, the County highlighted affordable housing as a critical need within their overall Housing Element. Prior to the adoption of this plan, the County commissioned a 2017 Housing Needs Assessment conducted by the Bowen Research group. The study was a deep dive into the County's housing market including current conditions, trends, and growth patterns along with an evaluation of projected housing needs over the next 5-year period. The Assessment was finalized in 2018. Much of the data referenced in this Housing Impact Analysis is derived from this Study along with insights from the County's 2040 Comprehensive Plan and complimented by more recent local and national data sources. Although the Bowen Study is over five years old, much of the analysis and trends are still relevant today and many of the predictions established in the 2018 plan have been realized and in some cases, have accelerated even more than anticipated, especially as it relates to housing affordability.

Within both documents, several strategies were recommended to the County for implementation to address the growing demand for more affordable housing to meet the needs of its residents and workforce. The County has already implemented several of these recommendations including but not limited to helping to establish a regional housing trust fund to support more financing and funding for affordable workforce housing, as well as offering various incentives to developers building affordable housing such as density bonuses where feasible and impact fee waivers for certain qualifying projects. Although these are valuable programs to support affordable housing production and preservation, the County has limited funding and financial resources to support the amount of affordable housing needed across the County footprint. The County receives limited federal or state funding for housing, therefore they must define local revenue sources to fill financing gaps. With the recent passage of Act 57 of the 2023 South Carolina General Assembly, amending SC Code 6-4-12, to allow Accommodations Tax Revenue (ATAX) to be eligible to support workforce housing, the County now has a new opportunity to increase local funding to support affordable housing projects.

This new law allows up to 15% of both local and state ATAX to be used to support workforce housing for those individuals earning between 30% and 120% Area Median Income (AMI). To enable the state ATAX funds to be eligible for workforce housing, the County must complete, as required by amended Section 6-4-12 of South Carolina law, a Housing Impact Analysis (HIA).

This analysis must include an overview of the following key data points and considerations:

- The cost of developing, constructing, rehabilitating, improving, maintaining, or owning single family or multifamily dwellings,
- A review of the purchase prices of new homes or the fair market value of existing homes,
- The cost and availability of financing to purchase or develop housing,
- General housing costs; including a brief summary indicating reasonable cost estimates,
- A review of density, location, setback, size, or height development on a lot, parcel, land division, or subdivision that might impact housing; and
- An analysis of the relative impact of the ordinance on low- and moderate-income households.

This Housing Impact Analysis (HIA) must also be approved by the County Planning Commission, adopted as an amendment to County's Comprehensive Plan and approved by Council. The County is also required to provide the HIA to the members of the legislative body of the local government, the Department of Revenue, and the Tourism Expenditure Revenue Committee before an ordinance is considered by the legislative body. The Department of Revenue may not disburse any accommodations taxes to the local government for purposes of development of workforce housing unless and until the local government has provided the HIA to the parties mentioned above.

The following Beaufort County HIA takes into account insights from previous housing studies along with housing trend research over the past few years, while also highlighting current economic and housing conditions, emphasizing the growing demand for workforce housing across the County.



Introduction

The Beaufort County area is made up of a variety of diverse communities from resort areas to beach towns to urban cores to rural communities. These diverse community landscapes will require a variety of strategies when addressing housing needs. Many developments in the county are within city and town submarkets, but the County recognizes that affordable housing is a need that impacts everyone regardless of jurisdictional boundaries. The success of the overall community depends on the County working closely with each jurisdiction to address the housing needs of the diverse workforce.

The Beaufort County housing market has continued to grow over the past decade with an accelerated growth in residential construction totaling 19,857 units developed since 2010. Based on a recent housing market study conducted by Ronald Brown, Research & Analysis, 17,112 of those were single family homes and 2,745 were multifamily housing units, with the largest gain in multifamily in 2021. Prior to the last five years, there were few multifamily projects completed within the County. Although there have been recent housing development within the county, including two Low Income Housing Tax Credit (LIHTC) projects currently underway, there are still too few affordable housing rental options within the County to meet the growing demand.

The 2018 Bowen Housing Needs Assessment provided the County with a better understanding of market conditions at the time and outlined the projected changes expected over the coming years that could influence future housing needs. This Housing Needs Assessment is the most current housing study completed for the county, outside the County's Comprehensive Plan, completed in 2021. The Assessment focused on select sub-markets within Beaufort County, an evaluation of past, current and projected demographic characteristics, employment trends, economic drivers, and all major housing components within the market (for-sale/ownership and rental housing) including housing costs verses area incomes. Several key recommendations from the assessment included regional strategies that would not only support Beaufort County unincorporated residents but all submarket jurisdictional partners' workforce housing needs.

One specific recommendation led to a deep dive study by the Asakura Robinson consulting group on creating a regional housing trust fund which led to the formal creation of the Beaufort Jasper Housing Trust. The new Fund became an official nonprofit in 2023 and hired its first Executive Director in April 2024.



The Assessment also evaluated factors that were affecting housing market conditions, development barriers, and affordability. All of these factors are also key components as part the Act 57's required Housing Impact Analysis. It is important to stress that the following document is a moment in time snapshot of the economic and housing market conditions in Beaufort County over the last few years along with an analysis of current market trends. The housing market within the County and the submarket communities are not static and continue to shift daily.

The goal of the Housing Impact Analysis is to provide an overview for the growing demand for workforce housing and make a clear connection between the economic need for housing and the community's workforce. In addition, the Analysis dives into what the County is already doing to support workforce housing including funding committed and also local policy efforts to remove barriers to workforce housing.

:



Background

Affordable housing is a growing concern for Beaufort County. The 2018 Bowen study indicated a need for over 6,000 total new housing units for rental and ownership over a five year period to meet the existing and projected demand, with the greatest need for the lowest income households, along with a significant need for moderate-income households. The study recommended that future rental housing development should consider a variety of rent and income-eligibility levels, and there is an equal need for more home-ownership housing priced under \$200,000, primarily due to projected household growth and limited supply.

These are pre-pandemic estimates. The demand has accelerated over the past five years due to in-migration of new residents and expanded growth in the region. Based on the Department of Housing and Urban Development's annual median incomes, the 2023 median income for a family of four in Beaufort County, was \$111,300 - up by almost 30% from previous years. Considerable growth in income is due to the influx of new residents that either retired to the area or remote workers bringing higher salaries to the region post-pandemic, which also explains the growth in senior population. A 2024 Beaufort Chamber Economic Report indicated that Beaufort ranked 10th out of all counties in population growth for South Carolina. The same Economic Report also indicated that Beaufort County households' rank higher than the state average for mortgage holders and renters that are cost-burdened.

In addition to the completion of the 2018 Bowen Housing Needs Assessment and the Asakura Robinson's Housing Trust Fund Analysis, Beaufort County completed their 2040 Comprehensive Plan in November 2021. The Comprehensive Plan acknowledges that the County is closely linked to its municipalities and adjacent counties, sharing roads, waterways, habitats, and open spaces which do not follow jurisdictional boundaries. Therefore the County share many community connections with the other areas between where people live, work, worship, and play throughout the region. This requires that high levels of cooperation and collaboration be maintained within the region so that local identities can be expressed within a framework of shared goals regarding infrastructure, environmental protection, growth, economic development, and affordable housing.

Within the Comprehensive Plan, the County highlights core strategies to include the investment in new public infrastructure, creating incentives for affordable housing, and focusing on balanced development that mitigates environmental harm, so future generations will be able to enjoy the quality of life and economic prosperity offered by Beaufort County's unique landscape and culture. As part of the Housing Element within the Comprehensive Plan, the County's goal is to promote quality, affordable housing available and accessible to all residents.

The lack of quality affordable housing was identified as a growing challenge for the County and the submarkets within the county. These challenges are not just the lack of affordable housing options for families but an increasing issue for the growing senior population, many of which are still working, but also live on fixed incomes with little options for housing that is affordable. Based on the Comprehensive Plan, the greatest projected growth by household age group is expected to occur among seniors, which creates the need for more senior-based housing, health care and programs, assisted living facilities and continuing care facilities. Many of these facilities require an extensive, diverse workforce to support residents, many of which earn lower incomes. In many cases workers find it difficult to find affordable housing near these senior communities and have to drive- -often long distances- -to get to their workplace, which congests roadways, utilizes land for parking, and lengthens the workday.

Although Act 57 allows the County to utilize ATAX funding to support workforce housing that supports households up to 120% of the area median income, the County through its Comprehensive Plan and Development Code has defined affordable housing and prioritized the following populations below:

- Owner occupied affordable housing unit: A dwelling unit where at least one occupant is an owner, and where all occupants have, in the aggregate, household income less than or equal to one hundred (100%) percent of the area median income (AMI) for owner occupied units. Area median income (AMI) shall be determined annually by the United States Department of Housing and Urban Development (HUD) as adjusted by the Beaufort County Human Services Department or its successor. At the time of this report, Beaufort County AMI for a family of four was \$111,300.
- Rental affordable housing unit: A dwelling unit, where occupants have, in the aggregate, household income less than or equal to eighty (80%) percent of the area median income (AMI) for rental units. AMI shall be determined annually by HUD as adjusted by the Beaufort County Human Services Department or its successor.
- Qualified household: Households where occupants have, in the aggregate, a household income less than or equal to one hundred (100%) percent of the AMI for owner occupied units, and a household income less than or equal to eighty (80%) percent of the AMI for rental units.
- Initial maximum allowable sales price: An amount equal to three (3) times one hundred (100%) percent of the AMI plus any subsidy available to the buyer.
- Affordable rent: Affordable rent is based on an amount not to exceed thirty (30%) percent of eighty (80%) percent of the AMI as published annually by HUD based on household size, inclusive of a utility allowance. Utility allowances are as provided by HUD guidelines.



With a focus on serving these populations, the County's Comprehensive Plan also indicated the County will need to play an active role in affordable housing solutions in order to build a sustainable future for tourism and other major industries, protect its military bases, and continue to be a desirable place to live for people of all income levels.

A comprehensive affordable housing approach will:

- Foster the creation of affordable housing near jobs, services, and public transit.
- Reduce regulatory barriers to the creation of affordable housing.
- Establish an ongoing funding source to address housing needs.
- Partner with non-profit agencies and the private sector.
- Work regionally to address affordable housing needs.

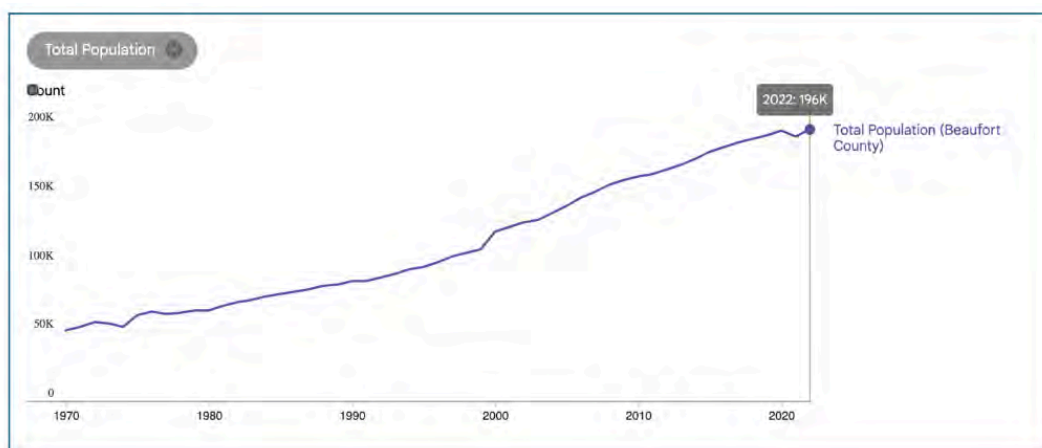


Population Analysis

Beaufort County population growth over the past decade has had a significant impact on the overall availability of housing - accelerating the need for more housing at all income levels particularly for low- and moderate-income households more burdened by escalating prices. The Bowen report indicated from 2000 to 2010, Beaufort County population increased by 41,298, or by 34.2%, and added an additional 25,216 (15.5%) people between 2010 and 2017. At the time of the study completion in 2018, the total population was estimated at 187,445 with a projected increase to 225,359 by 2027. (See Bowen Chart below)

	Total Population – Long Term (10-Year) Projections			
	2017 (Estimated)	2027 (Projected)	Change 2017-2027	
			Number	Percent
Beaufort County	187,445	225,359	37,914	20.2%
Beaufort	12,010	14,162	2,152	17.9%
Bluffton	18,889	24,749	5,860	31.0%
Hilton Head	37,797	44,837	7,040	18.6%
Port Royal	11,958	13,800	1,842	15.4%
Northern Unincorporated	26,842	31,928	5,056	18.8%
Southern Unincorporated	44,325	53,265	8,940	20.2%
Unincorporated Islands	19,570	23,362	3,792	19.4%

2022 data from US Census, via datacommons.org indicated the County population at 196,000, approximately 4.5% increase over the 5-year period. According to worldpopulationreview.com, the estimated population of Beaufort County, South Carolina in 2024 is 201,811, which is a 1.42% increase from the previous year. The county's population has grown 23.93% since 2010, when it was 162,843. The County continues to grow on the pace as predicted by the Bowen report.



Year	Population	Growth
2024	201,811	2,832
2023	198,979	2,832
2022	196,147	4,150
2021	191,997	4,182

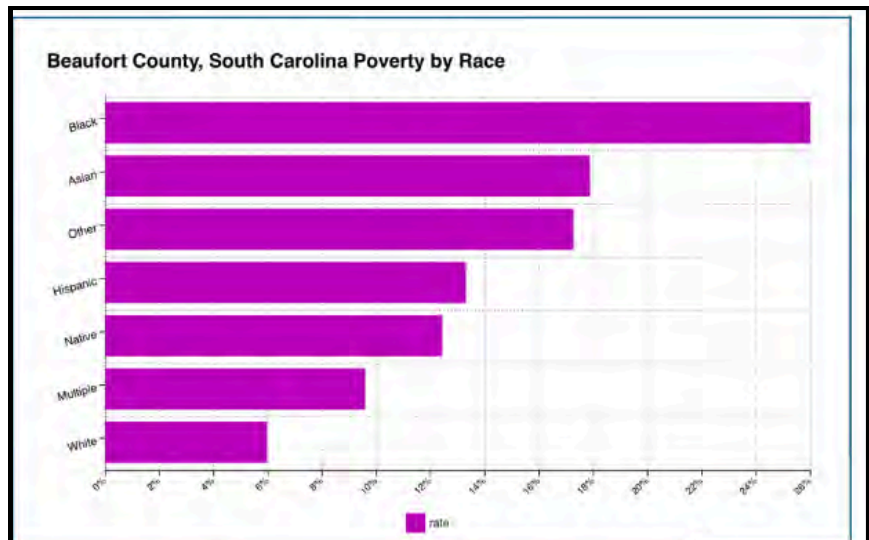
Source: world population review

Like Beaufort County, adjacent coastal communities are growing just as rapidly, which has an impact on housing stock and availability for housing options near employment centers in Beaufort. In March 2024, The State paper indicated, most of South Carolina's 46 counties gained population in 2023, but 10 of them grew faster than the rest. Of those, Jasper County had the biggest population gains at 4.87% year-over-year. It was followed closely by Berkeley County at 4.19%. Horry County came in third with a 3.74% increase in 2023. Much of the population growth to South Carolina are households moving from higher cost markets like the northeast and midwestern cities, which has also impacted the area's median income growth.



With the in-migration of higher income households, existing residents are feeling the increased pressure on the housing market and finding it more difficult to afford housing within the County. In 2023, HUD indicated that 100% of the Area Median Income (AMI) for a family of four was \$111,300. Yet a significant portion of the major industry workforce earn less than 80% of the AMI.

Many working families live below the poverty line in Beaufort County, and the poverty rate among those that worked full-time for the past 12 months was 2.84%. Among those working part-time, it was 8.86%. 26% of Black households in Beaufort County live below the poverty line, while the white population living below poverty was 5.97%. Although poverty continues to be an issue, Beaufort County has seen a growth in higher income households due to in-migration post Covid-19.

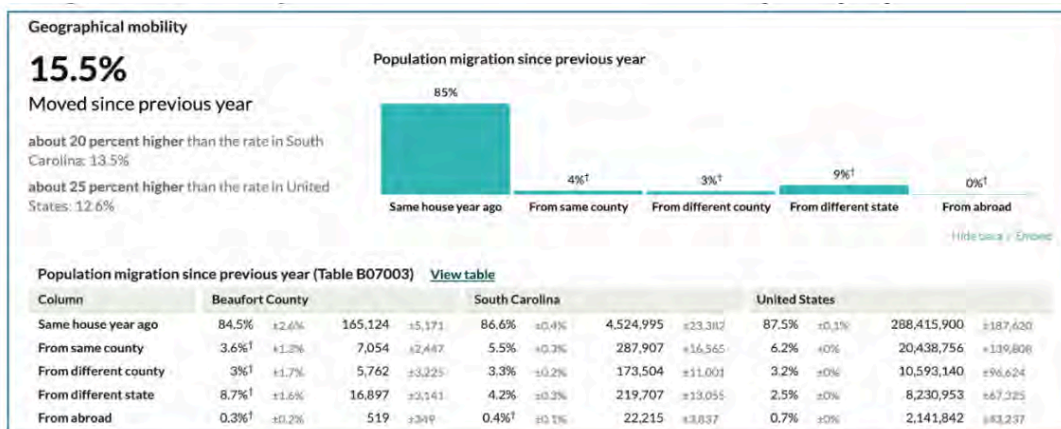


ACS 2022 1-year

Table universe: Households

Column	Beaufort County, SC	South Carolina	United States
Less than \$10,000	3.9% ±1.2%	6.1% ±0.3%	5.5% ±0%
\$10,000 to \$14,999	3% ±1.5%	4.2% ±0.3%	3.7% ±0%
\$15,000 to \$19,999	2.2% ±1%	3.7% ±0.2%	3.2% ±0%
\$20,000 to \$24,999	2.3% ±1%	4.1% ±0.3%	3.6% ±0%
\$25,000 to \$29,999	2.4% ±1.1%	3.9% ±0.3%	3.5% ±0%
\$30,000 to \$34,999	3.5% ±1.6%	4.8% ±0.3%	3.8% ±0%
\$35,000 to \$39,999	3.5% ±1.5%	4.3% ±0.2%	3.5% ±0%
\$40,000 to \$44,999	2.5% ±1%	4.3% ±0.2%	3.8% ±0%
\$45,000 to \$49,999	3.8% ±1.3%	4% ±0.3%	3.4% ±0%
\$50,000 to \$59,999	5.5% ±1.4%	7.5% ±0.3%	6.9% ±0%
\$60,000 to \$74,999	10.2% ±2%	9.9% ±0.4%	9.4% ±0.1%
\$75,000 to \$99,999	16.6% ±2.8%	13.5% ±0.4%	12.8% ±0%
\$100,000 to \$124,999	9.7% ±1.7%	9.3% ±0.4%	9.9% ±0.1%
\$125,000 to \$149,999	6.8% ±1.6%	6.2% ±0.3%	7% ±0%
\$150,000 to \$199,999	8.8% ±1.9%	6.6% ±0.3%	8.7% ±0%
\$200,000 or more	15.3% ±2.5%	7.5% ±0.3%	11.5% ±0.1%

The ACS 2022 1-year analysis here shows a high percentage (over 15%) of those households earn over \$200,000/year, about 2 times the state average, with a significant percentage of the overall population earning less than \$100,000. The following chart indicates that close to 9% of the households in Beaufort County moved from another state, some for retirement and some because of the ability to work remotely.



With the growth in population, in particular, with the in-migration of higher-income households to the area, housing prices have significantly escalated. The 2022 Census Reporter indicated a median value of \$463,200 for owner-occupied housing in Beaufort County, and 31% of all homes are valued between \$500,000-\$1M, more than double the rate of homes in this range for South Carolina as a whole. (The median home value for South Carolina is \$254,600 and \$320,900 for the United States.)

As predicted in the Bowen study, continued demand for housing and escalating prices in the area is making it more difficult for many working families to afford stable housing options in the region, particularly for workers in tourism and service sectors.



Economic and Employment Analysis

Economic Summary

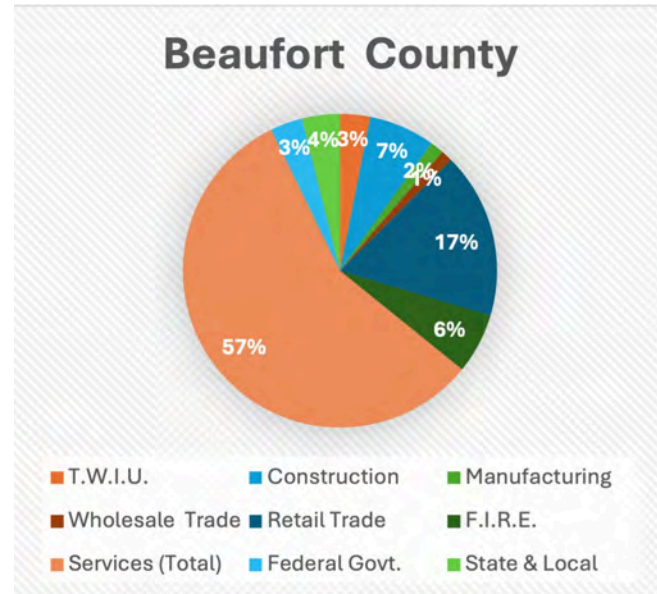
The local Beaufort County economy is diverse but greatly influenced by tourism and nearby military bases. The three largest industry sectors in the county include Accommodations & Food Service (20.1%), Retail Trade (16.0%) and Health Care & Social Assistance (13.0%).

Beaufort County experiences a significant amount of tourism throughout the year due to its coastal location and the fact that it is the home of the Parris Island Marine Corps Recruitment Depot and the Marine Corps Air Station Beaufort. Between these two Marine installations and the family visitation and graduation ceremonies, they bring in nearly 200,000 visitors alone annually. The three previously mentioned industry sectors are also heavily-supported by tourism, and although the County is seeking to diversify the county's economy, tourism is still a lead employer for the area and will continue to be in the long-term. (Bowen)

Public and private sectors continue to invest in the local economy to spur economic growth in existing industries while cultivating the growth of new employment sectors. Based on the Bowen report, many of the new business openings and expansions reported fell within the service industry (as do the three largest job sectors for Beaufort County), which typically have low- to moderate wages, and should be considered when evaluating current and future housing development needs.

During interviews with employers as part of the Bowen study, employers indicated that a significant number of new job creation was anticipated to occur within positions at \$50,000 annual wages or less, as seven (7) of the 21 employers anticipate 10 to 50 new jobs to be created over the next five years in this annual wage range, further exacerbating the need for more affordable housing to match these income levels. The 2024 Chart below shows over 57% of the County's workforce within the Service Sector and 17% in Retail.



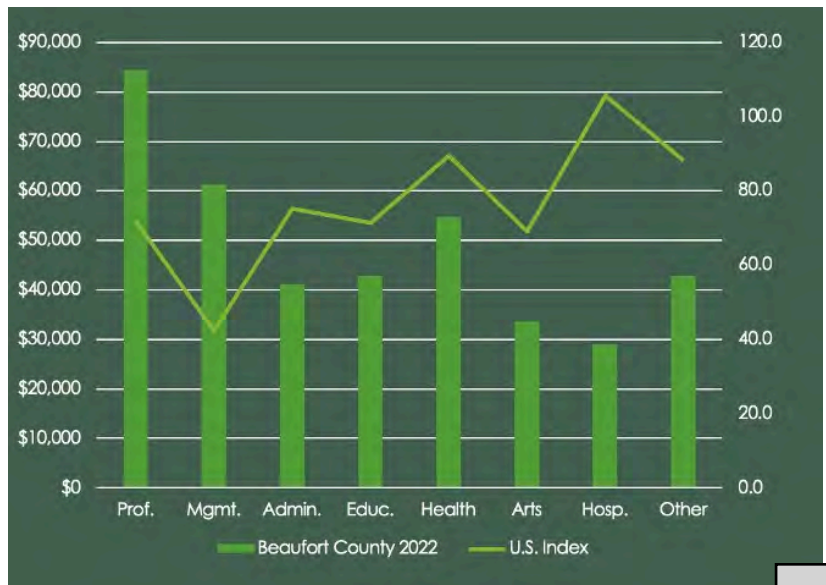


The following charts were shared as part the of Beaufort Chamber's 2024 Data dashboard presentation.

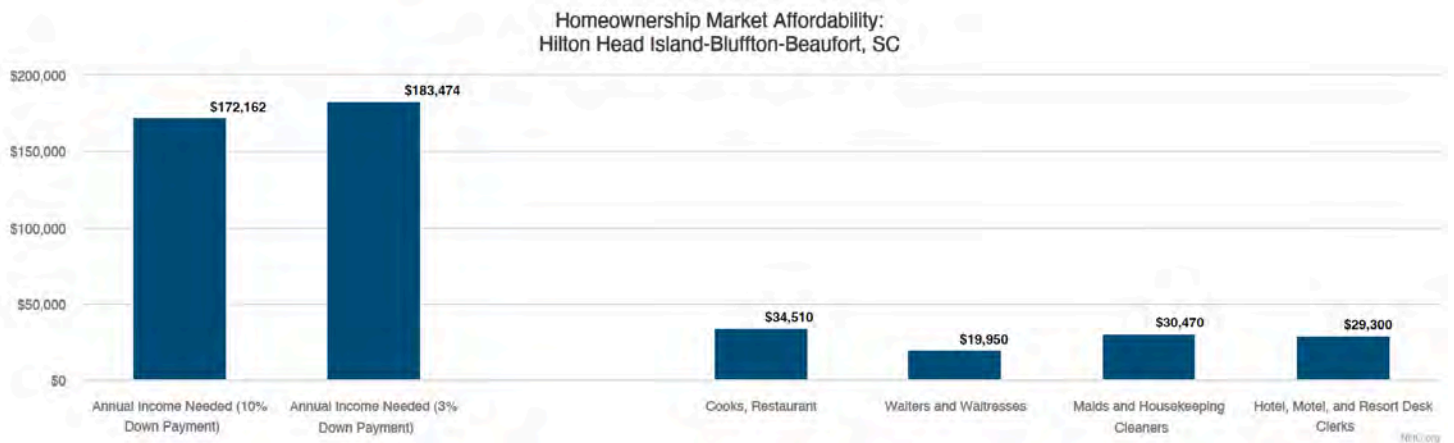
Employment in Beaufort County by Sectors

Based on this chart, the highest participation employment sectors in the County tend to produce the lowest wages for its workers, with hospitality being the lowest paid sector but one of the top three employment sectors. Hospitality workers on average are making less than \$30,000/year, and other service sectors have lower incomes as well including administrators and educators. As part of the Bowen study, several employment sectors were interviewed. Teachers that responded to the survey stated they barely earn enough to afford rent and that they must work additional jobs and/or live with roommates to afford housing in Beaufort County.

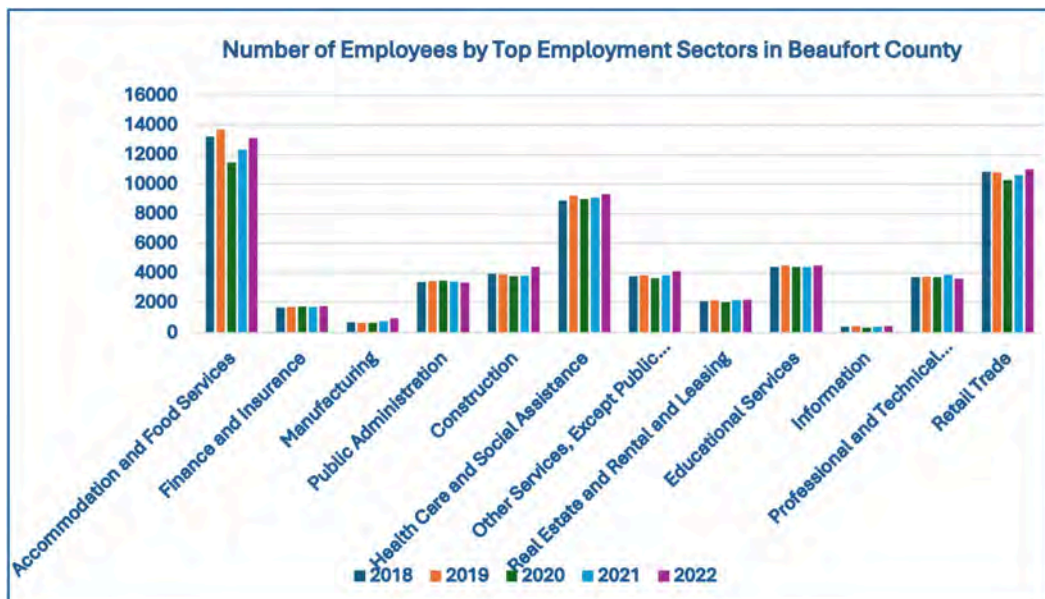
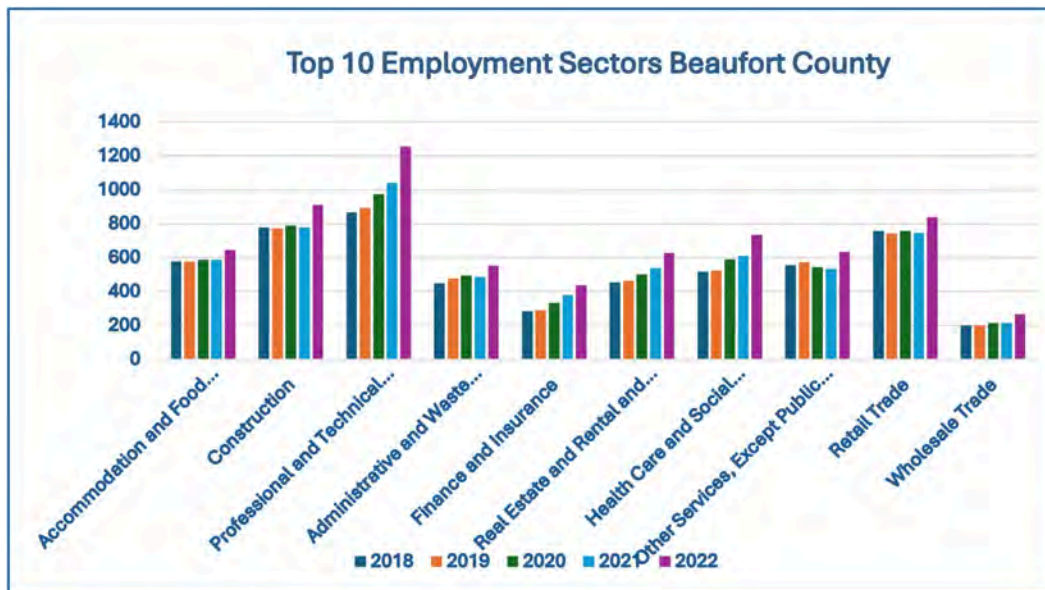
Teachers also stated that wages have not increased at the same rate as housing and utilities, demonstrating the affordability problem is especially pronounced for beginning teachers, who have a low starting salary. As indicated in the Beaufort Chamber chart, average salaries for those in the education sector was just over \$40,000 in 2022.



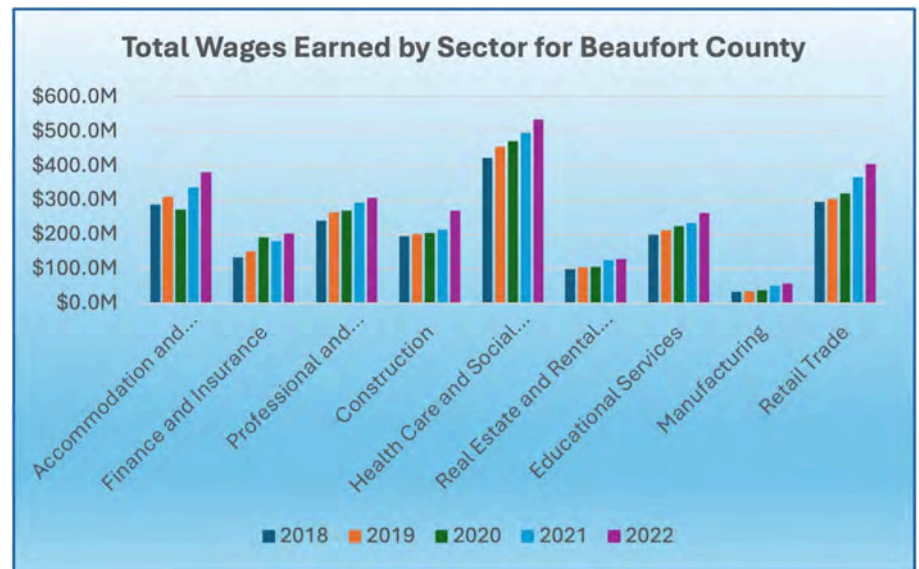
Based on the County's and the US Department of Housing and Urban Development's definition of affordable housing, a household that spends more than 30% of their income on housing - or more than three times their annual salary on buying a home, they are considered "cost-burdened". The following charts from the National Housing Conference's Paycheck to Paycheck analysis indicates that households need to earn over \$172,000 to afford the average home in Beaufort County and over \$46,000 to afford an average 3-bedroom apartment. The chart also highlights a significant gap between what income is needed and what - for example - employees in the service sector actually earn. None of the tourism positions listed below can afford a 2 bedroom apartment based on this analysis.



The 2024 Lowcountry Community Indicators Report - created by the Lowcountry Council of Governments (LCOG) in partnership with the Community Foundation of the Lowcountry (CFL) - is a centralized community resource highlighting key community indicators and trends in the lowcountry region including Beaufort County and its submarket municipalities within the County. The chart below created from the data in the report shows the top 10 employment sectors in Beaufort County and their establishment growth over a five-year period from 2018-2022. Accommodation and Food Service continues to be one of the number one employment sectors – employing over 13,000 residents - along with Retail, and Health Care, Professional Service, and Construction as additional top employment sectors.

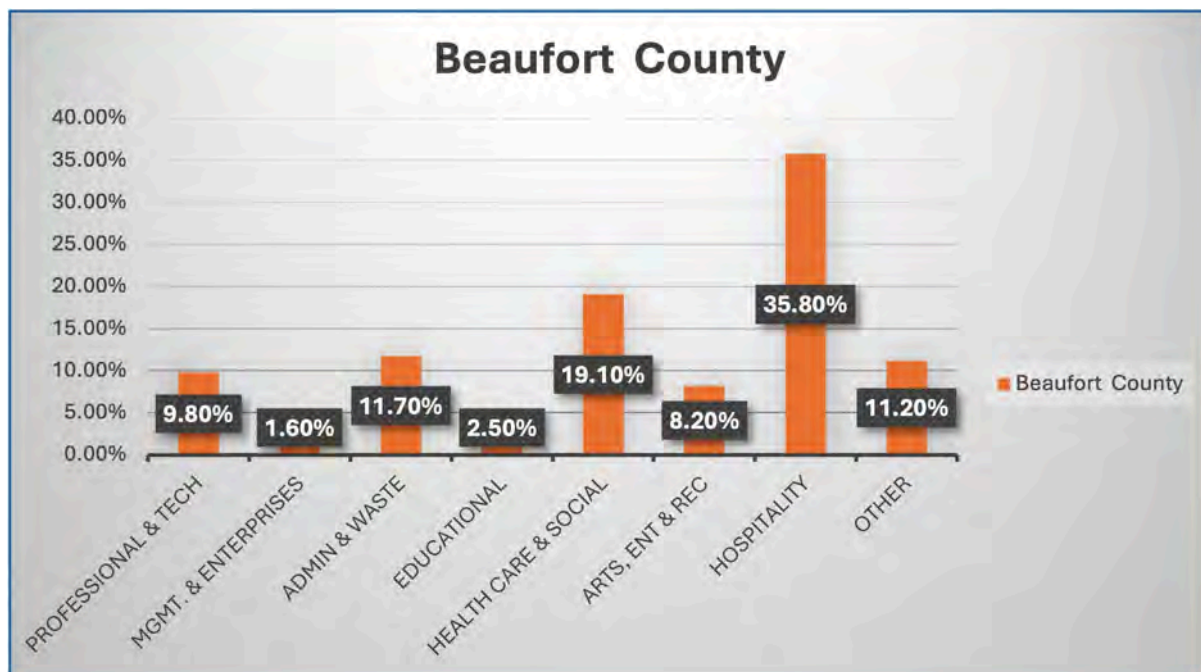


In addition to the significant number of individuals employed within these service sectors as highlighted above, the recent Beaufort Area Chamber of Commerce 2024 Data Dashboard report below indicated overall hospitality as one of the largest grossing employers in the County with Accommodations and Hospitality creating close to \$400M in area earnings just third to Health Care at \$500M and Retail at \$400M. A significant percentage of the County's economy comes from these three service sectors.



The recent Beaufort Area Chamber of Commerce 2024 Data Dashboard report indicated overall hospitality as one of the largest employers in the County.

Service Sector Employment Breakdown: over 35% of the workforce is in Hospitality.



The US Bureau of Labor Statistics May 2023 employment data below shows the average salary for the Beaufort Hilton Head area for overall leisure and hospitality which included food service and accommodations. The average salary based on the most recent data reported for the area was \$29,872, which was slightly higher than 2021 by 5.7%, but is nowhere near enough in annual wages to afford the current housing options within the County.

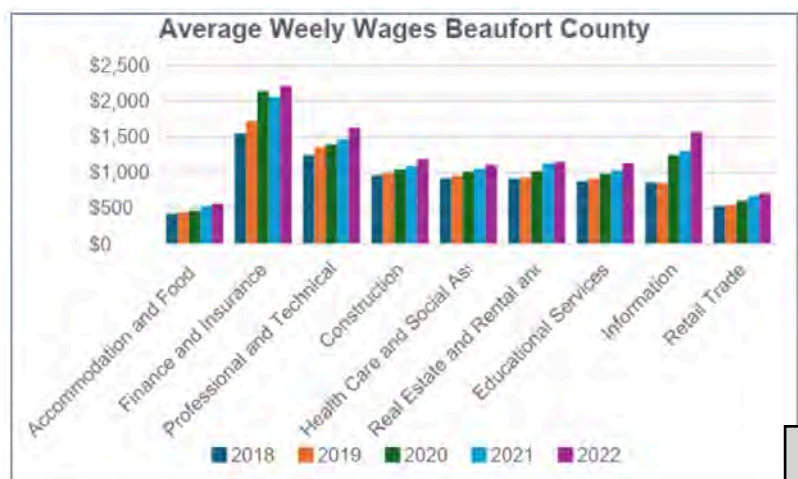
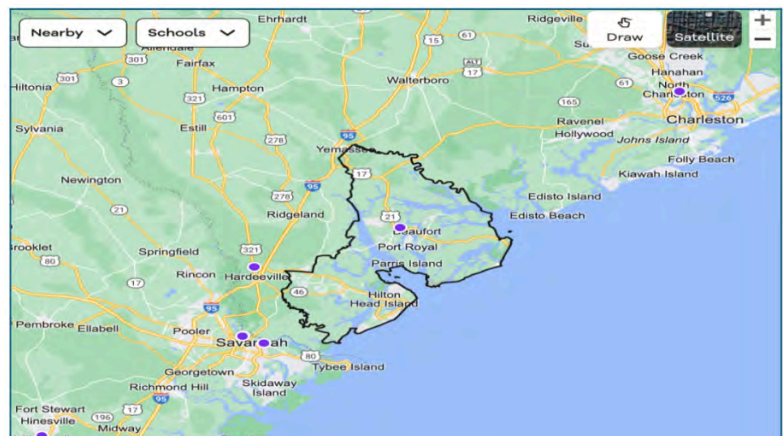
Private, 1026 Leisure and hospitality, Beaufort County, South Carolina

Annual averages 2021 - 2022 , All establishment sizes

Source: Quarterly Census of Employment and Wages - Bureau of Labor Statistics

Summary Change Table Hide					
From: <input type="text" value="2021"/>					
To: <input type="text" value="2022"/>					
	Annual Establishments	Annual Average Employment	Total Annual Wages	Annual Average Weekly Wage	Annual Wages per Employee
2021 Levels	738	14,934	422,047,609	\$543	\$28,260
2022 Levels	765	16,069	480,014,187	\$574	\$29,872
Level Change From 2021 to 2022	27	1,135	57,966,578	\$31	\$1,612
Percent Change From 2021 to 2022	3.7%	7.6%	13.7%	5.7%	5.7%

Based on the US Department of Housing and Urban Development, a family should spend no more than 30% of the monthly salary for rental housing and no more than three times their annual salary of on homeownership to not be considered "cost-burdened". As mentioned earlier, the County also follows this threshold for their housing initiatives and programs. Based on this standard, a person working in the leisure and hospitality sector should spend no more than \$89,610 on buying a home and no more than \$746.80 for rent, yet - based on recent housing market data -there are few if any available options at these price points, with long waiting lists for government subsidized or assisted housing further depleting affordable options for workers. When conducting a search on Realtor.com for apartments in Beaufort County at \$750/month rent, only one available listing was found from WODA Cooper - an affordable housing developer who has been working in the region for the past few years. The only other options in this price range were found outside of Beaufort County.



As show on the previous page's Average Weekly Wage Chart Accommodation and Food Services incomes have remained relatively stagnant. The LCOG indicators report on average weekly income for this sector is about \$500/week compared to other major employment sectors in the region. With these low incomes and no affordable rental options, workers are forced to commute even further outside of the County to seek housing options.

Employment Analysis:

The 2018 Bowen Housing Needs Assessment highlighted that key workforce sectors struggle to identify affordable housing options in the market for their employees. The area's strongest sector is tourism and entertainment/hospitality whose workers are the greatest housing cost -burdened, due to lower salaries. As mentioned in the study, this sector depends on workers that can live on a lower wage. Therefore, a big challenge for these employees is the lack of affordable housing options throughout Beaufort County. There are few affordable housing choices across the County especially near job centers, therefore employees are forced to commute longer distances to employment opportunities. Interviews with local sources in the 2018 study, indicated the lack of affordable and moderate-income housing in the area is a deterrent to new companies interested in moving to the area, due to the uncertainty of available housing for their employees.

A recent market analysis conducted by Ronald Brown Research & Analysis for an affordable housing project submitted to the state for low-income housing tax credit project (LIHTC) for Beaufort County indicated a large percentage of workers commuting from several other counties to work in the area. The study highlighted that hospitality and service sector employers depend on low to moderate income workers who may have to drive longer distances for housing options. As noted in this chart from the Analysis, several workers are commuting from as far as Charleston and Dorchester Counties as well as Chatham County, GA. Adjacent county Jasper County has the greatest numbers of commuters. As Jasper County continues to grow many of these worker may choose to work in Jasper verses Beaufort as more jobs and businesses come to this area where many workers already live, which could mean a decline in workers for Beaufort County businesses.

Working in Beaufort County	41,534
Where Beaufort County residents are commuting to:	
Charleston County, SC	2,909
Chatham County, GA	2,849
Jasper County, SC	2,664
Richland County, SC	1,612
Greenville County, SC	1,214
Lexington County, SC	868
Horry County, SC	676
Berkeley County, SC	549
Spartanburg County, SC	495
Elsewhere	6,472
Where Beaufort County workers are commuting from:	
Jasper County, SC	4,105
Chatham County, GA	1,901
Charleston County, SC	1,708
Dorchester County, SC	1,129
Hampton County, SC	901
Berkeley County, SC	858
Colleton County, SC	801
Orangeburg County, SC	706
Richland County, SC	693
Elsewhere	7,665

Cost Burdened:

As part of the Bowen report analysis, researchers conducted extensive outreach and analysis on the existing availability of both subsidized and unsubsidized affordable housing and determined at the time there were virtually no vacant units among the surveyed Tax Credit and government subsidized rental product that is intended to provide affordable housing in the County, and a relatively small inventory of for-sale product was priced under \$200,000.

As a result, many lower-income households have to choose from various market-rate rental or higher priced for-sale housing alternatives that are not considered affordable to many of these households. Households that are “cost-burdened” (typically paying 30% or more of their income towards housing costs) or “severe cost-burdened” (typically paying 50% or more towards housing costs) often find it difficult paying for both their housing and meeting other financial obligations. The same study conducted by T Ronald Brown in 2023 indicated close to 50% of area’s renters are considered cost-burdened.

Table 17 - Household Income, Renter Households

Income	Overburdened Renters			
	Number	Percent	Number	Percent
Up to \$10,000	443	9.3	201	9.2
\$10,000 - \$19,999	337	7.1	303	13.9
\$20,000 - \$34,999	466	9.8	428	19.7
\$35,000 - \$50,000	730	15.4	574	26.4
\$50,000 - \$75,000	901	19.0	473	21.7
\$75,000 - \$100,000	790	16.6	126	5.8
\$100,000 and over	1,087	22.9	71	3.3
Total	4,754		2,176	

Source: 2016 to 2020 American Community Survey; T.Ronald Brown: Research & Analysis

Even the most recent US Bureau of Labor Statistics report for the Beaufort Area for May 2023 , indicates employees in the Accommodations and Food Service sector are severely limited in housing choices based on median incomes. The following chart indicates what these employees in these key positions could afford without being considered cost-burdened. The chart shows both affordable rental and ownership ranges for each of these positions based on spending no more than 30% of their income on housing. The challenge for these employees is there are few housing options in the area within these price ranges, which will be highlighted in more detail in the Housing Market Chapter of this Housing Impact Analysis.

Select Accommodations and Food Service Positions				
May 2023 Occupation HHI-Bluffton-Beaufort Area	Hourly MEDIAN	Annual MEDIAN	Affordable Rental (30% Income)	Affordable Ownership (3x Annual Salary)
Food Service Managers	\$ 30.26	\$ 62,930.00	\$ 1,573.25	\$ 188,790.00
Lodging Managers	\$ 37.06	\$ 77,090.00	\$ 1,927.25	\$ 231,270.00
Chefs and Head Cooks	\$ 29.33	\$ 61,000.00	\$ 1,525.00	\$ 183,000.00
Cooks, Restaurant	\$ 16.59	\$ 34,510.00	\$ 862.75	\$ 103,530.00
Bartenders	\$ 8.78	\$ 18,270.00	\$ 456.75	\$ 54,810.00
Waiters and Waitresses	\$ 9.59	\$ 19,950.00	\$ 498.75	\$ 59,850.00
Dining Room and Cafeteria Attendants and Bartender Helpers	\$ 11.12	\$ 23,130.00	\$ 578.25	\$ 69,390.00
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	\$ 12.75	\$ 26,520.00	\$ 663.00	\$ 79,560.00
Landscaping and Groundskeeping Workers	\$ 17.56	\$ 36,520.00	\$ 913.00	\$ 109,560.00
First-Line Supervisors of Housekeeping and Janitorial Workers	\$ 21.93	\$ 45,620.00	\$ 1,140.50	\$ 136,860.00
Maids and Housekeeping Cleaners	\$ 14.65	\$ 30,470.00	\$ 761.75	\$ 91,410.00
Baggage Porters and Bellhops	\$ 11.78	\$ 24,510.00	\$ 612.75	\$ 73,530.00
Concierges	\$ 20.05	\$ 41,700.00	\$ 1,042.50	\$ 125,100.00
Hotel, Motel, and Resort Desk Clerks	\$ 14.09	\$ 29,300.00	\$ 732.50	\$ 87,900.00
*bls.gov				
*Note these estimates are based on a one-person income				

At the time of the Bowen study, among Beaufort County's renter households, a total of 9,370 (47.4%) were cost burdened and 3,883 (19.6%) were severely cost burdened. In South Carolina, these ratios are 45.7% and 23.3%, respectively. A total of 15,463 (33.5%) owner households were considered cost burdened, while 6,613 (14.3%) were severely cost burdened. This extensive study also highlighted that few new affordable housing units have been built within the County. The greatest shares of severe cost burdened renter households were in the City of Beaufort (21.8%) and the Northern Unincorporated (21.6%) submarkets, while the greatest share of severely cost burdened owner households are within the Town of Hilton Head Island (18.8%) and City of Beaufort (16.0%) submarkets.

As such, a key recommendation from the Bowen report was to preserve the existing stock of affordable housing and expand affordable housing alternatives as critical for the growth of Beaufort County's future housing plans. Early 2024, the County committed funding to the Coastal Community Development Corporation (CCDC), a new nonprofit focused on workforce housing to support increased preservation of affordable rental units.

With limited new affordable housing developments within the county leading to a community starved of affordable housing options for many years, preservation will be critical as the County plans for new affordable developments moving forward.



Based on analysis during the Bowen report - which identified and personally surveyed 60 multifamily rental housing projects containing a total of 5,963 units within the overall county, the last government subsidized affordable housing project was built before 2017. These projects have an overall 97.6% occupancy rate, indicating that there is limited availability among the multifamily rental housing supply and overwhelming demand from the community. The non-subsidized units (market-rate and non-Tax Credit) are 97.2% occupied, while the government subsidized units are 100.0% occupied. With 139 of the 142 vacant units identified in the market among the market rate supply, there were virtually no vacancies among affordable rentals that served low-income households through programs such as the Low-Income Housing Tax Credit (LIHTC) program or a government subsidy.

Government Subsidized			
Year Built	Projects	Units	Percent Share
Before 1970	-	-	-
1970 to 1979	7	421	51.8%
1980 to 1989	5	228	28.1%
1990 to 1999	2	68	8.4%
2000 to 2005	1	35	4.3%
2006 to 2010	-	-	-
2011 to 2015	1	60	7.4%
2016	-	-	-
2017*	-	-	-

*As of December

Based on Bowen interviews at the time with area apartment managers, many affordable rental properties maintain long wait lists, and a recent interview with staff at Beaufort County Health and Human Services indicated that they have over 1,000 individuals seeking housing at any given time. At the time of the study, the Beaufort Housing Authority indicated that over 1,100 families were on their waiting list for housing within the County. Since the Bowen study was completed, no additional low-income housing tax credit apartment communities have been approved within the County.



Housing Needs for Employees:

During the Bowen study, employers were asked to rank the degree of need (low, moderate and high) for housing for their employees in terms of product type. Respondents reported that the highest need based on product type are single-family homes (42.1%), multifamily apartments (31.6%) and duplex/townhomes (22.2%). It's notable that employers ranked the lowest need of housing by product type as mobile homes (63.2%), short-term/seasonal housing (47.4%) and dormitories/shared living (33.3%).

Employers were also asked to rank the degree of need for housing in terms of product pricing. Respondents reported that the highest need based on product pricing are entry level/workforce for-sale housing (below \$150,000), affordable rental housing (under \$750/month) and moderate market-rate rental housing (\$750-\$1,250/month) as the next greatest need. It's notable that employers ranked the lowest housing priority need by product pricing as higher-end market-rate rental housing (above \$1,250/month), higher-end for-sale housing (above \$250,000) and moderate for-sale housing (\$150,000-\$250,000) and the next greatest need.

In terms of addressing housing needs for employers in Beaufort County, employers were also asked to rank the level of importance for any future government housing programs, policies, or incentives that could be implemented to assist employees with the accessing affordable housing. Respondents ranked the most important focus areas as new housing development/redevelopment (57.9%), renter assistance (38.9%) and housing assistance for public employees (36.8%).



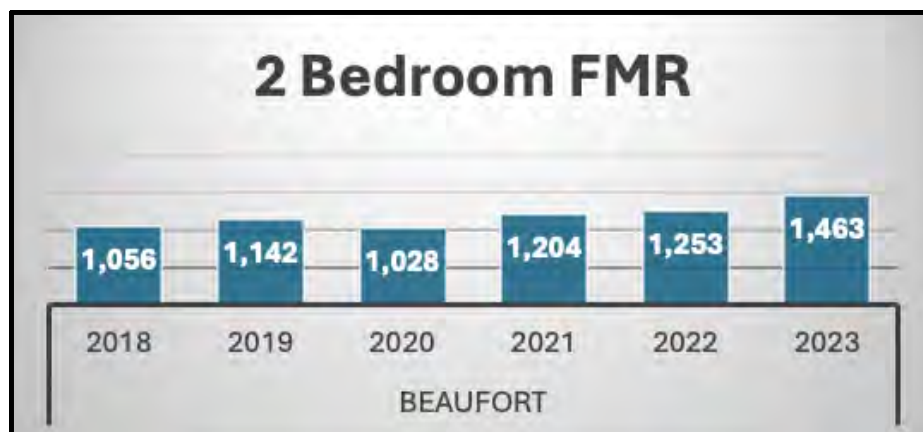
Housing Market Analysis/Conditions

Rental Market

The 2018 Bowen study indicated the lack of housing was most prevalent among housing that serves moderate-income households, (generally earning between 80% and 120% of AMI) and lower-income household segments (generally earning below 80% of AMI). While vacancy rates were low among all rental housing segments, there were very few vacancies among product that serves lower-income households through Tax Credit projects that had an overall vacancy rate of just 0.3% and government-subsidized product - with a vacancy rate of 0.0%. As mentioned earlier, according to the Beaufort County Housing Authority, the wait list for households to get a Housing Choice Voucher consists of approximately 1,100 households.

Feedback from area stakeholders and employers interviewed as part of the Bowen study indicated that affordable rental housing for low- to moderate-income households and - in particular - the service industry (i.e. retail, hospitality, restaurant workers, etc.) and public service workers (i.e. police officers, fire fighters and teachers) should be an area of focus for future housing development. The Bowen report also recommended that future housing plans address affordable rental housing for households with incomes between 80% and 120% of AMI and lower-income households earning up to 80% of AMI. Despite these recommendations, post 2018, little affordable housing has been added to the market over the past five years due to the lack of new tax credit or subsidized projects being approved, and the loss of existing naturally occurring affordable rental housing (NOAH), creating an even bleaker outlook for Beaufort County's affordable rental market today.

According to the recent Lowcountry Community Indicators Report by LCOG, fair market rent for a 2-bedroom apartment was \$1,463 in 2023 (which requires at least \$58,520 annual salary (approximately \$28/hour) – a 39% increase since 2018 and a 17% increase just since 2022.

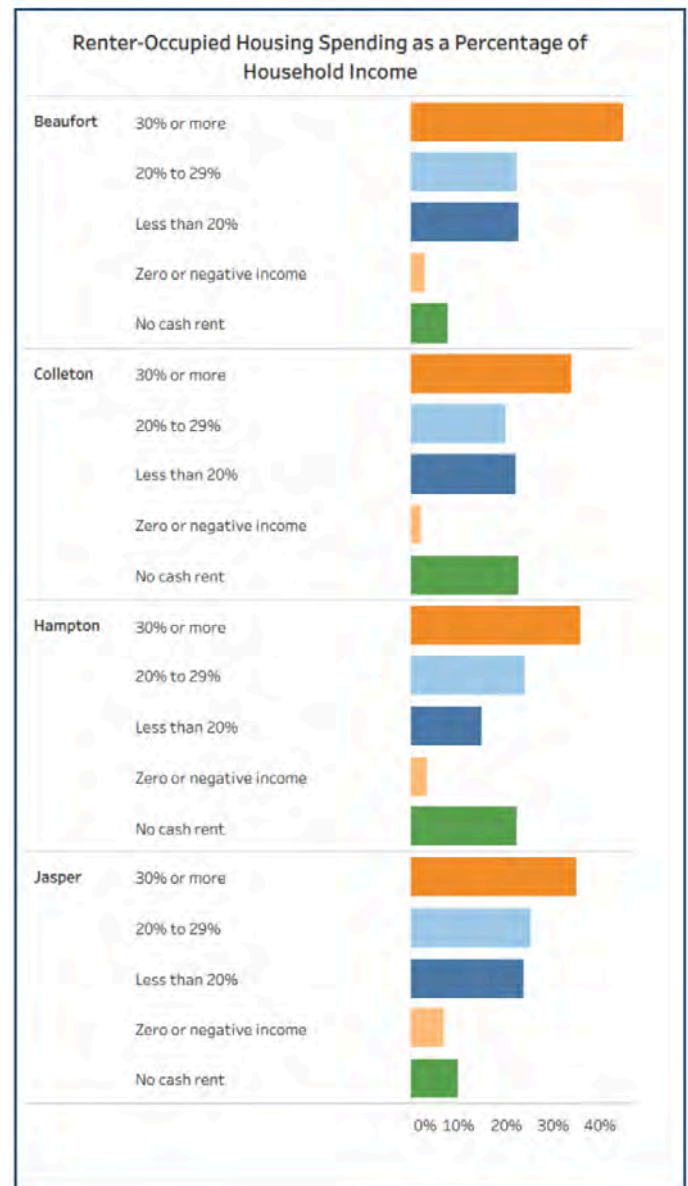


Over 64% of all rental units are priced above \$1,000/month, and 45% of renters in Beaufort County are cost-burdened and spending more than 30% of their monthly income on housing – the highest in the four-county region including Colleton, Hampton, and Jasper Counties. Furthermore, a December 2023 Market Study for a Low-Income Housing Tax Credit (LIHTC) development in the Town of Bluffton found that the median renter income for Bluffton and Beaufort County was \$36,889 and \$49,177 respectively, between \$16,000 and \$9,000 less than what is needed to afford a 2-bedroom FMR unit in Beaufort County.

Compared to other adjacent counties, the chart to the right shows Beaufort County as the most cost-burdened community in the region based on the recent LCOG report, with Jasper and Hampton Counties not far behind.

The same 2023 Market Study of a Low-Income Housing Tax Credit (LIHTC) development in Bluffton found that – of the eligible renter households in that project market area – as many as 91.9% of the 40% AMI renter households, 78.6% of the 60% AMI renter households, and 57.4% of the 80% AMI renter households are cost-burdened and hence would benefit from affordable rental options. The study also found that by 2026 there will be a need of approximately 1,844 new units of affordable rentals – at the 40%, 60%, and 80% AMI ranges - in the Bluffton area and that the proposed 120-unit Livewell Terrace Apartments project will satisfy only 6% of that total demand. Two LIHTC projects currently underway in the County, Garden Oaks and Pintail Pointe, will provide approximately 370 affordable units, yet not nearly enough to meet growing demand.

In the 2024 recent LIHTC round no Beaufort County projects were submitted for final consideration.



While 2,234 affordable rental units have been created using LIHTC financing since 1988, additional funding sources will need to be leveraged in order to scale up affordable development to meet the growing demand in the Beaufort County region. South Carolina State Housing Finance did not offer a tax credit round in 2023 and will be accepting submissions for 2024 at the end of May. Beaufort County should stay involved in the 2025 QAP process to promote the county as a high demand area as the need for more housing continues to grow.

The Tischler Bise study revealed, Beaufort County will have 41,257 new permanent residents and 18,962 new housing units by 2029 – a 22% and 20% increase from 2019. However, only 25% of those new housing units are projected to be multi-unit structures which are more capable of housing this influx of new residents in higher-density developments. This is a concerning trend nationwide where multi-family affordable rentals are drastically underdeveloped. Beaufort County is no different where 2 Unit and 3-4 Unit residential structures saw a 59% and 17% decline in production from 2010 to 2022, and there has been only a marginal increase in production of 2% and 4% respectively from 2020 to 2022.

The following chart from the LCOG Indicators report highlights these discrepancies between single family and multifamily developments in Beaufort County since 2000.

		2000	2010	2020	2022	Change 2000-2010	Change 2010-2020	Change 2020-2022
Beaufort	1-Unit, detached	34,893	53,717	62,665	63,327	53.9%	16.7%	1.1%
	1-Unit, attached	3,279	4,782	6,469	5,296	45.8%	35.3%	-18.1%
	2 Units	1,052	1,486	617	627	41.3%	-58.5%	1.6%
	3-4 Units	2,759	3,314	2,749	2,848	20.1%	-17.0%	3.6%
	5-9 Units	2,956	5,508	5,201	5,163	86.3%	-5.6%	-0.7%
	10-19 Units	1,443	3,186	3,903	3,972	120.8%	22.5%	1.8%
	20 or more Units	5,035	7,796	9,522	8,357	54.8%	22.1%	-12.2%
	Mobile Homes	9,001	9,289	9,660	9,396	3.2%	4.0%	-2.7%

(<https://www.lowcountrycommunityindicators.org/>)



Homeownership

The 2018 Bowen study also pointed out at the time of the report that nearly three-fourths (70.4%) of the available for-sale product was priced at \$300,000 or higher, yet this price point is not affordable to half of the households in the county. At the time of the study, there were approximately 386 available for-sale housing units priced between \$150,000 and \$250,000, yet the number of households that would have enough income (\$50,000 to \$74,999) to afford this price range was estimated to grow to over 800 households over the five years. Therefore, the existing inventory of product priced between \$150,000 and \$250,000 was insufficient to meet the projected need in 2018, and this gap in available affordable housing stock has widened in the region post-pandemic.

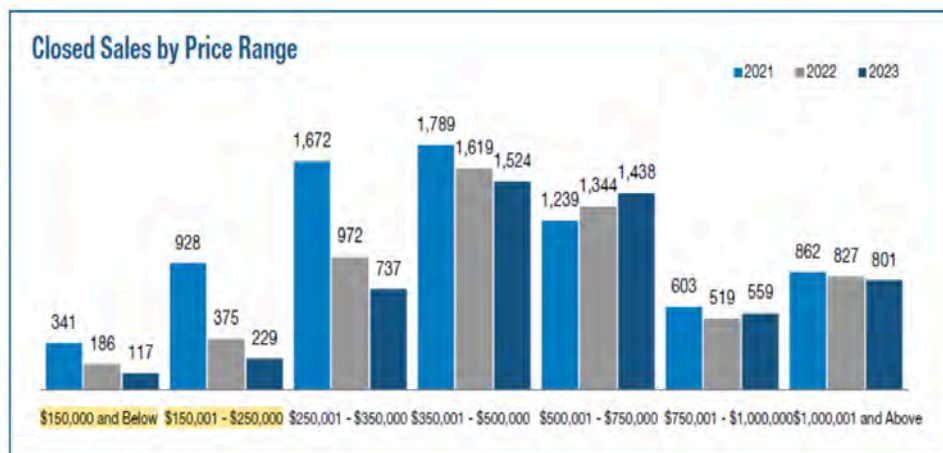
The Hilton Head Area Realtors Association, which tracks the county's housing market trends, estimated - as part of their 2023 Year-End Market Trend Analysis - a continued increase in the costs of homeownership for the Beaufort County region largely due to a 2-decade high mortgage rate increase – hovering around 7%, a historically-low housing inventory, and a continuing trend of increased sales prices. As shown below, the overall median sales price increased 8.4 percent to \$516,500 for the year – with detached home prices up 4.5 percent and attached home prices up 15.3 percent from 2022. Average sales prices, indicated in the chart below, were close to \$700,000 for the County. The Historical Median Sales price by month also shows this continued trend in escalating home prices.



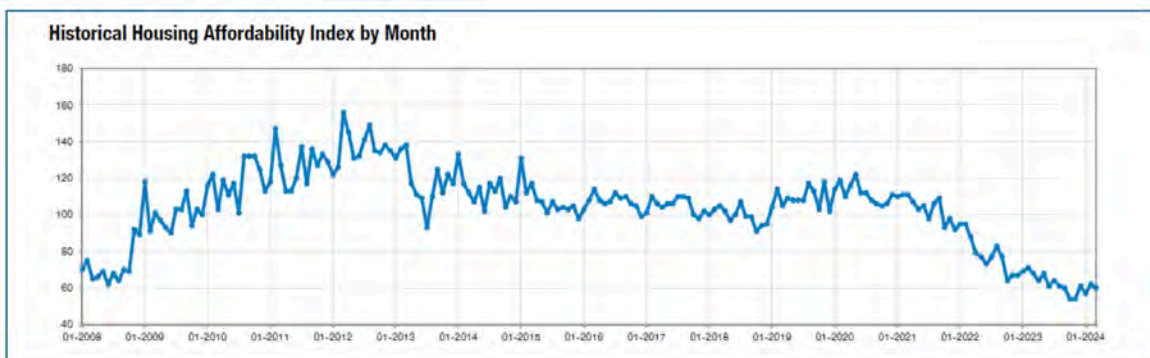
The number of housing units that sold below \$250,000 continued to decline in 2023 – consistent with a trend since 2021 – indicating a prolonged deficit in the affordable housing inventory for Beaufort County. The above graph shows that prices have continued to increase rather than stabilize. In the Bowen Housing Gap Estimates, they predicted a demand for a variety of product at a wide range of affordability levels, including housing for both low- and high-income households, from both rental and for-sale product. Without the introduction of a sufficient number of housing units, the already limited availability of housing units will become scarcer.

The Closed Sales Chart shows a 65% and 75% decline in homes sold below \$150,000 and between \$150,001 and \$250,000 – respectively - since 2021, which is consistent with the Bowen study predictions due to limited inventory below \$300,000.

Recent data from March 2024 shows little improvement in the affordable sales inventory from March 2023 with no change in the number of new single-family listings at \$150,000 or below and only a 5 unit increase for those properties listed between \$150,001 and \$250,000.

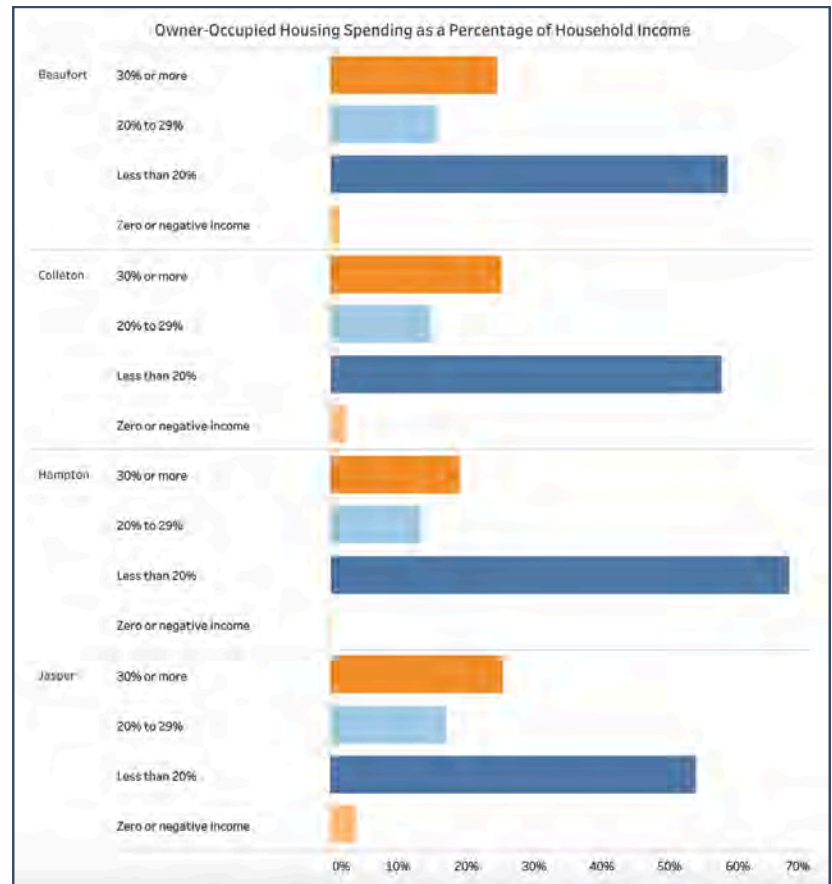


In addition, the Housing Affordability Index – a measure of the necessary median household income to qualify for the purchase of median-priced home in a region – has continued to decline for Beaufort County since 2022. With a higher number meaning greater affordability, the Index is currently at 60 - a 12% decline from last year, a 32% total decline since 2022, and a notable decline even from the time the Bowen study was completed in 2018.



2022 data from the Lowcountry Council of Governments also confirms that 1 in 4 Beaufort County homeowners are cost-burdened for housing - spending 30% or more of their monthly income on housing-related expenses – while 70% of those homeowners have monthly mortgages of \$1,500 or more. Meanwhile, median household income decreased by .5% in 2022 – when adjusted for inflation. Jasper and Colleton counties are not far behind in terms of homeowners that are cost-burdened as both are also close to 30% of households spending more that 30% of their income on housing. This report also shows very few ownership opportunities below \$200,000 compared to higher end homes within Beaufort County as highlighted below.

Despite the paucity of affordable homeownership opportunities, March 2024 key data metrics below shows overall inventory of homes on the market in Beaufort County increased 45% with months' supply of inventory increasing by 55% - to 3.4 months – since March 2023, a promising upward trend in overall housing stock that could drive down home prices in the future as supply grows.



Key Metrics	Historical Sparkbars	03-2023	03-2024	Percent Change	YTD 2023	YTD 2024	Percent Change
Inventory of Homes for Sale		1,016	1,469	+ 44.6%	--	--	--
Months Supply of Inventory		2.2	3.4	+ 54.5%	--	--	--

Additional data from the Beaufort Jasper Realtors Association (BJRA) indicates that pricing continues to escalate even with an increase in inventory. The following charts show increased median sales price up +1.8% from March 2023 to 2024, the average sales price up +4.5% for the same period in the first quarter of 2024, and the affordability index declining 6.2% over the same period. Pending sales for March 2024 were also up 18.7% from 2023. So, despite a growth in inventory and increased sales it is mainly higher priced homes selling with few below the \$200,000 sales price.

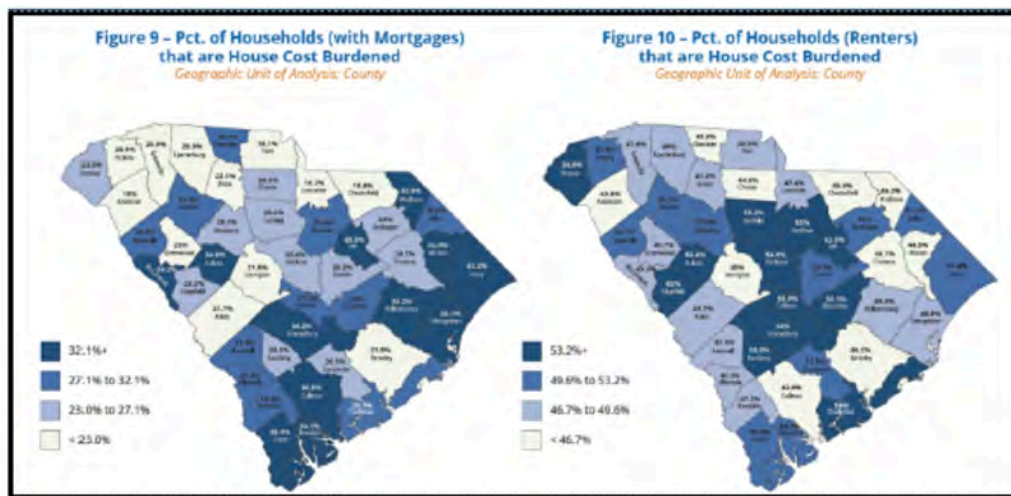
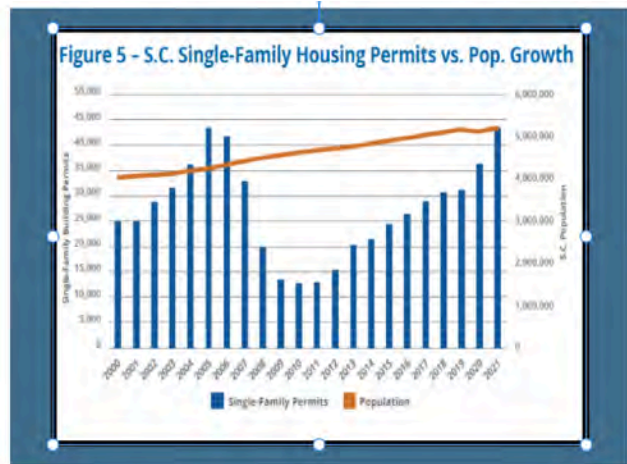
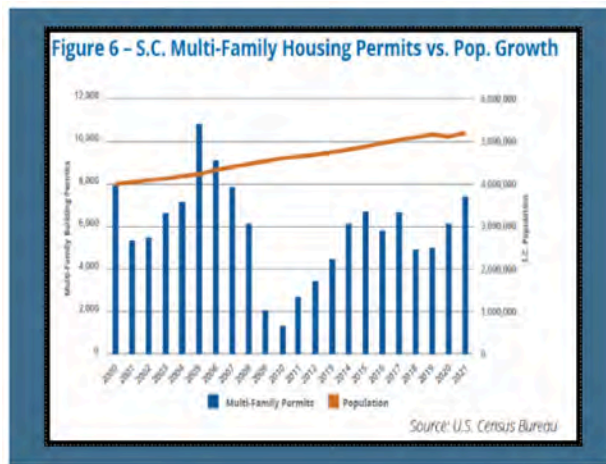


Housing Market Conditions

Although the South Carolina population continues to have strong growth, building has not kept up. The 2023 Palmetto State Housing Study published by SC State Housing indicated that a decade of underbuilding has culminated in a shortage of housing inventory. South Carolina's population has grown steadily at an average annual rate of roughly 1.2% from 2002 to 2021 (compared to 0.8% for the overall US), and in 2023 its population grew the fastest in the nation – at a 1.7% increase from the previous year. Yet, the average annual growth rate in the number of new housing permits in South Carolina dropped by nearly half after the Great Recession of 2008.

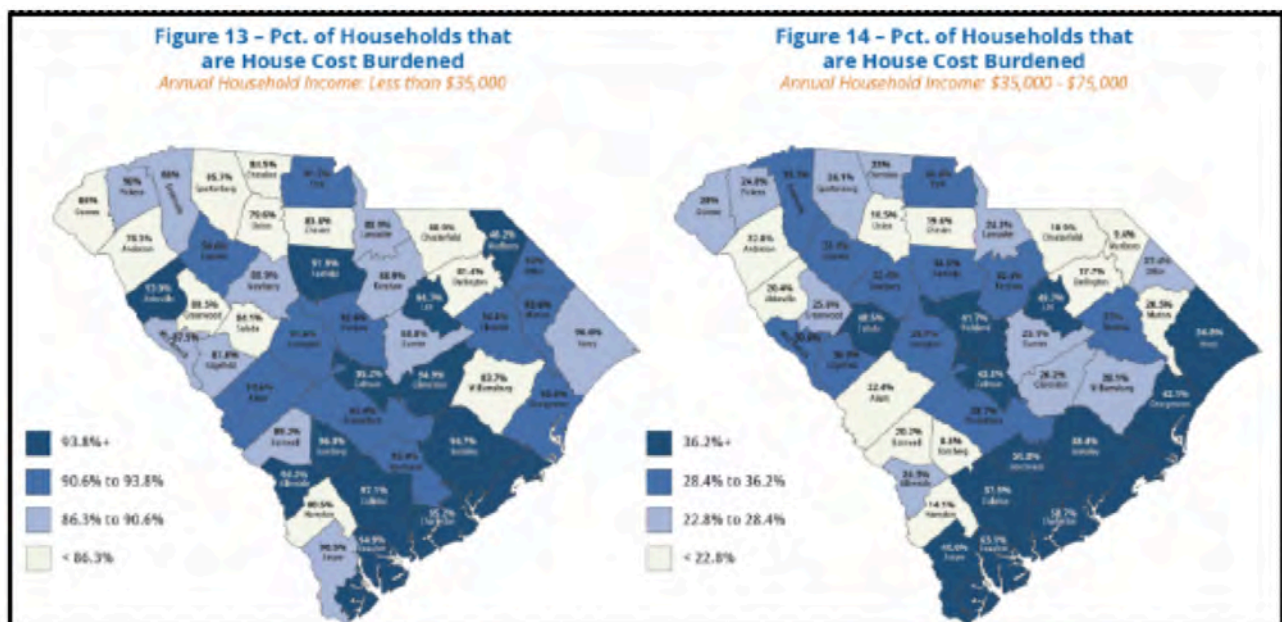
The decline includes both single and multi-family housing, thereby creating gaps in the supply and demand for housing and escalating the cost of housing due to the shortage of supply. The lack of housing inventory in South Carolina is especially pronounced among lower price points. Although a lack of demand in the immediate aftermath of the Great Recession helped temporarily increase the availability of entry-level homes, the number of homes sold in South Carolina for less than \$100,000 has decreased by 14.8 percent each year since 2014. (2023 Palmetto Study) The decrease in supply is most pronounced in coastal regions of South Carolina. In 2022, the percentage of homes sold in South Carolina for under \$100,000 fell below 5 percent for the first time. The 2023 Palmetto Housing Study, as shown in the charts below, reveals that South Carolina's housing market is imbalanced due to high demand and low inventory levels. This imbalance has resulted in affordability challenges for many South Carolinians.

As mentioned earlier, housing affordability is usually measured by examining the extent to which families are considered to be housing cost-burdened, therefore approximately 50 percent of renting households and 25 percent of households with a mortgage are housing cost-burdened in South Carolina. Examining housing cost burdens by county reveals that renters are most likely to be cost-burdened in the Midlands and coastal regions of South Carolina. By contrast, households with mortgages are most likely to be cost-burdened in the Pee Dee and coastal regions, as shown in Figures 9 and 10. On average, housing cost burdens across the state are higher for renters than they are for households with mortgages.



Housing affordability is often considered to be a challenge that is either mostly or exclusively concentrated among households with lower income. Approximately 90% of South Carolina's lower income households, defined as those earning less than \$35,000 annually are estimated to be housing cost-burdened based on the 2023 Palmetto Housing Study. However, in South Carolina there is also a significant population base of middle-income households that also face affordability challenges. Specifically, this study estimates that more than one-third (34.5%) of households earning between \$35,000 and \$75,000 annually are also housing cost-burdened by traditional measures. Existing statewide workforce housing initiatives are often designed for this population.

The cost burden for this segment of the population is especially high in coastal South Carolina as shown in Figures 13 and 14. The data demonstrates that housing affordability is nearly a universal challenge for lower-income and working-class families and households. Policies directed at improving housing affordability should also include attainable housing programs and new inventory for middle-income families -including individuals often employed as teachers, first responders, and health care support workers.



Escalating real estate costs are not the only barrier to homeownership. Increased mortgage rates continue to limit affordable home buying opportunities for families. Since August 2023, interest rates have risen to as high as 8% depending on the loan type, the amount of down payment provided and also takes into consideration a varying credit score between 580-800. These variables make home buying more difficult for lower income households that have limited downpayment and lower credit scores.

The affordability index (the lower the number the less affordable a market) for Beaufort and Jasper counties collectively continues to decline making the impact on housing options for Beaufort workers even more challenging as neighboring counties are also seeing a decline in affordability. The chart below shows significant regional decline in affordability even since the 2018 Bowen study. As mentioned earlier many workers commute from Jasper County to work in Beaufort, yet housing pricing are increasing in that market as well creating a broader regional housing crisis.



*Beaufort-Jasper County Realtors Association (BJRA)

Even more telling in the loss of regional affordability is the March BJRA Housing Supply Overview which indicated that for the 12-month period spanning April 2023 through March 2024 pending sales in the Beaufort-Jasper County REALTORS® region were down 0.1 percent overall, but the price range with the largest pending sales gain were for homes \$1,000,001 and above, where sales rose 38.5 percent.

Inventory of Homes for Sale

By Price Range

■ 3-2023 ■ 3-2024



With a per capita income of \$72,142 (BEA, 2022) and a median home sales prices of \$522,500 based on a recent Redfin 2024 report, the typical homebuyer in Beaufort County has very little opportunity to buy an affordable home that meets their budget. A \$200,000 home could cost a household \$1,754/month – assuming a 3% down payment and \$449/month in property taxes, homeowners insurance, and private mortgage insurance (PMI). [Nerd wallet] This monthly payment would also depend on the buyer's credit score. Therefore, the average resident (based on above per capita income) in Beaufort County could barely afford a \$200,000 home.

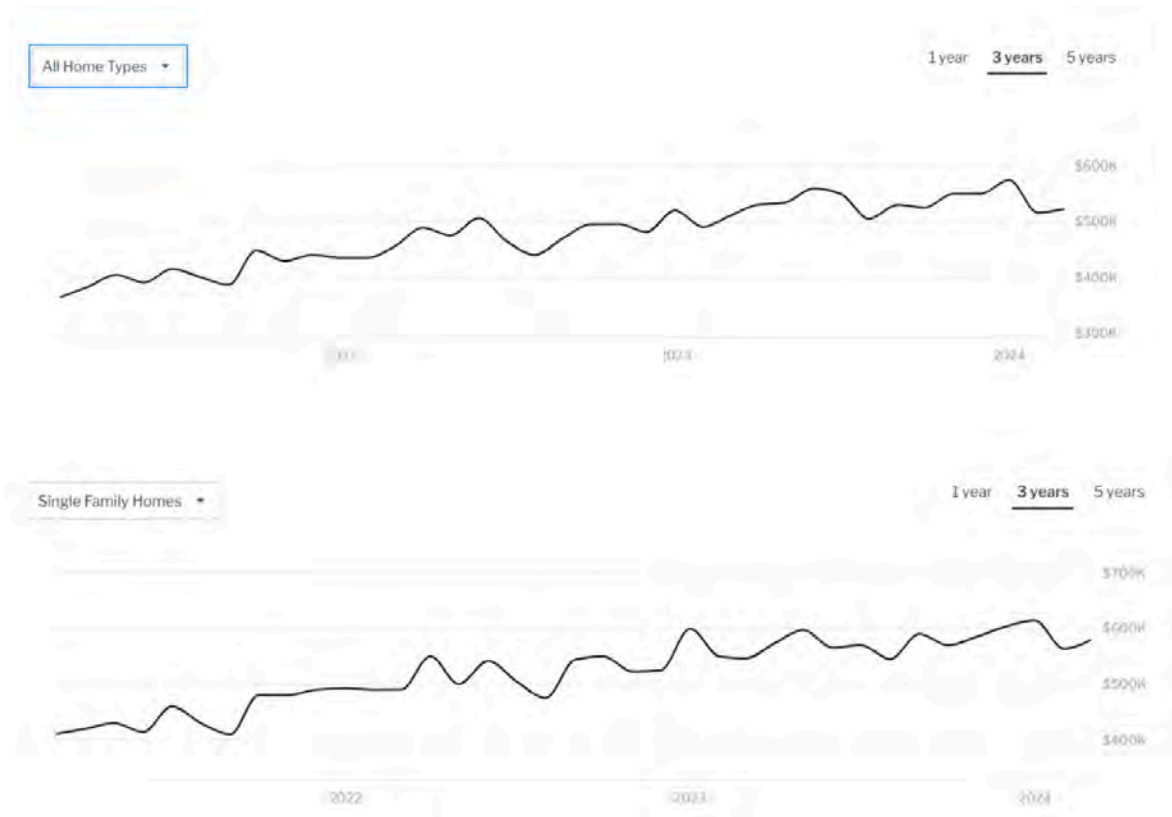
Based on Nerdwallet.com, current mortgage rates on average for the area are over 7 % for a 30-year fixed mortgage and 6.50% for a 15-year fixed mortgage, but - as mentioned - this depends on downpayment and credit score. Many lower income workers do not have significant savings for a down payment and may have credit issues making it harder for them to transition to ownership, especially if they are already cost-burdened and paying higher rents. The below chart shows mortgage interest based on current Annual Percentage Rates (APR).

Product	Interest Rate	APR
30-Year Fixed Rate	7.08%	7.13%
20-Year Fixed Rate	6.85%	6.91%
15-Year Fixed Rate	6.54%	6.62%
10-Year Fixed Rate	6.42%	6.50%

In addition to a limited pipeline of newly planned affordable homeownership options for the area and the low inventory of existing housing units, increased cost in wind and flood insurance are also impacting overall household's costs in Beaufort County. In some cases, insurance costs have doubled for residential and commercial properties, pricing people out of their homes. For the rental market, insurance premiums are passed along to renters by apartment owners therefore increasing the cost of rent for many families, while incomes have not kept up with housing costs. In some cases, rental property owners have converted their "previously affordable" rental properties into higher cost luxury apartments or short-term rentals, taking them out of the affordable housing inventory.

In March 2024, Beaufort County home prices were up 2.6% compared to last year, selling for a median price of \$523K. On average, homes in Beaufort County sell after 50 days on the market compared to 38 days last year. There were 495 homes sold in March this year, up slightly from 463 last year. (Redfin.com). Based on this recent data pulled from Redfin calculations of home data from MLS listings and public records the following charts show the continued rise in housing cost over the last 3-year.

The Charts include 1) All Home Types listed (villas, condos, townhomes and detached) and 2) Single Family Homes separately. The chart below shows overall housing types (condos, townhomes and single-family ownership) showing a trend of 43% increase in median sale price from 2021 to 2024. For single-family homes, the 3-year trend shows a 41% increase.



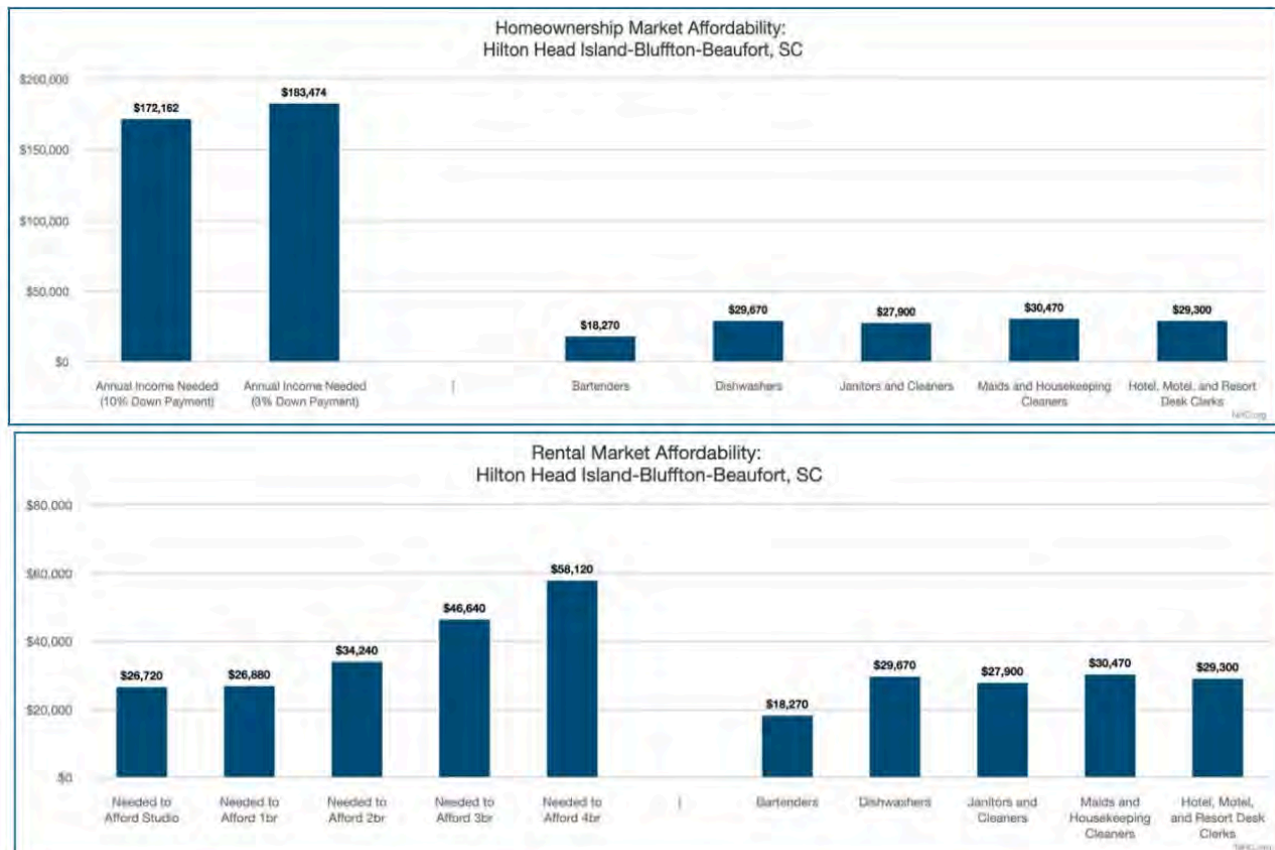
Beaufort County's housing costs is significantly higher compared to many neighboring cities and counties. The overall cost of living in Beaufort County is approximately 3% lower than the National average yet 6% higher than that of Savannah, GA and only 1% lower than that of Charleston, SC – two much-larger neighboring cities (Redfin). Next to Charleston, Beaufort is the most expensive market to buy in this comparison.

Location	Median Price	% Change from 2023 to 2024
Beaufort County	\$522,500	+ 2.6%
Horry County (Myrtle Beach)	\$328,000	+ 2.5%
Greenville County	\$352,495	+ 5.1%
Richland County (Columbia)	\$260,000	- .019%
Chatham County (Savannah)	\$366,000	+ 5.4%
Myrtle Beach	\$285,000	+ 14%
Charlotte MSA	\$402,000	+ 1.8%
Charleston	\$559,500	+ 7.6%

As evidenced in this chapter, there is a clear mismatch between housing that is available in the current market and the area incomes for some of the major workforce sectors. There continues to be few affordable housing options for the area's workforce with availability and affordability trending down. As highlighted in the National Housing Conference's Paycheck to Paycheck March 2024 Data Update for Beaufort County MSA areas, the qualifying income needed to afford a 2 Bedroom apartment at \$856/month in the Hilton Head Island-Bluffton-Beaufort, SC MSA is \$34,240 annually. All occupations shown in the table below do not produce enough annual income for the worker to afford a 2 BR rental or purchase a 2 BR home in the Beaufort County area (NHC's Paycheck to Paycheck Data Update March, 2024, <https://nhc.org/paycheck-to-paycheck/#>) – essentially locking them out of a chance at housing affordability.

Many of these cost-burdened workers fill occupations critical to the greater Beaufort County's tourism and leisure industry including Bartenders, Waiters, Dishwashers, Janitors and Maids, and Hotel and Resort Clerks. Others like Substitute Teachers, Home Health Aides, Childcare Workers, and Laundry and Dry-cleaning Workers serve the resident population all year-long yet cannot afford to live affordably in the community they serve.

The charts below from the Paycheck-to-Paycheck affordability index provide several examples - specifically for the workers in the hospitality and accommodations sectors - on what they can afford based on median incomes for each position as well as what they need to earn to afford a median price home or apartment in the Beaufort area.



Other major employment sector positions are also included below to show the growing mismatch between what area workers earn and what they can afford. Tourism related workers are faced with the largest barriers to finding housing options that are affordable but as one can see from the chart below other major employment sectors are also struggling to find affordable options in the region.

Occupation	Area Median Income	3% down qualify	Afford to buy?	1 BR Rent Qualify	Afford Rent 1 BR?	2 BR Rent Qualify	Afford Rent 2 BR?
Substitute <u>Teachers, Short-Term</u>	\$32,470	\$183,474	No	\$26,880	Yes	\$34,240	No
Teaching <u>Assistants, Except Postsecondary</u>	\$23,980	\$183,474	No	\$26,880	No	\$34,240	No
Home Health and Personal Care Aides	\$29,750	\$183,474	No	\$26,880	Yes	\$34,240	No
Security Guards	\$32,940	\$183,474	No	\$26,880	Yes	\$34,240	No
Bartenders	\$18,270	\$183,474	No	\$26,880	No	\$34,240	No
Fast Food and Counter Workers	\$26,590	\$183,474	No	\$26,880	No	\$34,240	No
Waiters and Waitresses	\$19,950	\$183,474	No	\$26,880	No	\$34,240	No
Dishwashers	\$29,670	\$183,474	No	\$26,880	Yes	\$34,240	No
Janitors and <u>Cleaners, Except Maids and Housekeeping Cleaners</u>	\$27,900	\$183,474	No	\$26,880	Yes	\$34,240	No
Maids and Housekeeping Cleaners	\$30,470	\$183,474	No	\$26,880	Yes	\$34,240	No
Hairdressers, Hairstylists, and Cosmetologists	\$29,460	\$183,474	No	\$26,880	Yes	\$34,240	No
Childcare Workers	\$27,670	\$183,474	No	\$26,880	Yes	\$34,240	No
Cashiers	\$26,980	\$183,474	No	\$26,880	Yes	\$34,240	No
Retail Salespersons	\$29,710	\$183,474	No	\$26,880	Yes	\$34,240	No
Hotel, Motel, and Resort Desk Clerks	\$29,300	\$183,474	No	\$26,880	Yes	\$34,240	No
Receptionists and Information Clerks	\$31,780	\$183,474	No	\$26,880	Yes	\$34,240	No
Laundry and Dry-Cleaning Workers	\$27,650	\$183,474	No	\$26,880	Yes	\$34,240	No
Parking Attendants	\$30,180	\$183,474	No	\$26,880	Yes	\$34,240	No
Stockers and Order Fillers	\$32,890	\$183,474	No	\$26,880	Yes	\$34,240	No

Construction and Development Costs

Ownership Market Costs:

A recent article by Today's Homeowner, highlighted that in South Carolina it could cost anywhere from \$150.92/sq.ft. for craftsman-style bungalow to \$603.60/sq.ft. for high-end plantation-style home. This same article highlighted an acre of farmland in South Carolina averages around \$2,830. However, urban lots cost significantly higher at \$500,000 per acre in most cities. These costs will vary depending on where in South Carolina a developer is building; urban vs rural, inland vs coastal etc. Beaufort County includes all these land typologies within the County. Although the submarket town/cities within Beaufort County have smaller populations than places like Charleston and Greenville, the urban cores within the County, like the City of Beaufort and Town of Bluffton, have all seen higher land cost along with construction costs. The County has unincorporated areas adjacent to these towns as well as quite a bit of rural areas that could have more affordable land but may have higher infrastructure costs. One developer interviewed shared it can cost over a \$1M per acre for land in the Island areas (pending location and infrastructure needs) and approximately \$340/sq. ft. for 3 story stick-built building. Another example shared included 2,000 sq.ft. 3-bedroom modular units priced at \$320,000/unit including site work but not land.

The Today's Homeowner article also pointed out the following average per square foot cost based on type of housing:

- **Craftsman Style Beach Cottage: \$150.92- \$188.65/sq.ft.** This type of home is very popular in Beaufort County due to its proximity to the ocean. Most of these types of homes have an average floor area of about 1,850 square feet indicating construction costs anywhere from \$278,500 to \$348,200.
- **Mid-Range Home: \$188.65- \$415.03/sq.ft.** This is for a Lowcountry cottage home typology with wrap around porches and southern design which is a common architectural style for many mid-range homes in the Beaufort area. Most of these types of homes with an average floor area of 1,850 square foot range between \$348,200 to \$766,145.
- **High-End or Luxury Home: \$415.03-\$603.68/sq.ft.** This type of home is typically considered a Plantation-style home usually found in upscale neighborhoods, especially in areas like Beaufort County and their adjacent jurisdictions like Hilton Head Island and Port Royal. Most of these types of homes vary in square footage and tend to be larger homes with high end finishes and amenities so can range anywhere from \$766,145 to \$1,111,400.

Several individual costs that make up these varying construction estimates include framing, exterior work, utilities, interior and finishing costs along with foundational work and labor costs. The costs will vary greatly depending on the type of materials selected and the current pricing for commodities like lumber and concrete. Labor shortages can also play a significant role in the final cost of construction.

	Craftsman-Style	Mid-Range	High-End/ Plantation Style
Charleston	\$175.00	\$262.50	\$700.00
Columbia	\$120.00	\$180.00	\$480.00
Myrtle Beach	\$159.00	\$238.50	\$636.00
Greenville	\$90.00	\$135.00	\$360.00
Hilton Head Island	\$111.08	\$166.62	\$444.32
Sumter	\$118.46	\$177.69	\$473.84
Spartanburg	\$97.00	\$145.50	\$388.00
Florence	\$80.00	\$120.00	\$320.00
Summerville	\$114.65	\$171.98	\$458.60
Beaufort	\$110.00	\$165.00	\$440.00

The chart above provides a good snapshot of estimated construction costs per square foot for various communities in South Carolina compared to the Beaufort area. It should be noted that these are industry-estimates, and each property and home can be significantly different per square foot based on design, location, final finishes and construction financing costs. For the purposes of this Housing Impact Analysis, the chart provides a baseline comparison to consider when evaluating what housing can be considered affordable. As a reminder, a household should spend no more than 30% of their household income or no more than 3 times their annual salary on a home purchase to be considered affordable.



Land Cost:

As mentioned earlier in this same article by Today's Homeowner, land prices vary drastically depending on the location of the property and can be well over \$500,000/acre in some of the coastal areas like Beaufort. In some cases, finding smaller lots can be the best option to keep housing more affordable or increasing density on a piece of land to allow for more units to maximize the value of the land. A smaller piece of land, around a fourth of an acre, may cost around \$125,000, translating to approximately 10,890 square feet, which is more than enough for a single-family home.

Other Construction Costs:

The article also mentioned site preparation can add between 3-8% to a project cost that is not included in typical construction costs and can vary greatly depending on the type of land the home is being built on. For example, in the Beaufort area, many homes must be built above the flood plain or have topology issues due to the proximity to the water or marshland, so they may require environmental mitigation efforts prior to being built or installed on stilts, etc. The cost of site work will also depend on the type of construction, the number of stories, and existing site conditions - creating a range between \$3.34 per square foot to a maximum of \$13.35 square foot.

In addition to building new affordable housing, the County is also interested in the preservation of housing. Both the Bowen Study and the Comprehensive plan included preservation as an important strategy to protect existing affordable housing stock and minimize potential displacement. As mentioned earlier there are few government-subsidized affordable housing units available within the County, which would be protected as affordable for longer- periods of time. Older existing apartments or villas, considered as "naturally occurring affordable housing or NOAH" due to their age, are also limited in the County. One developer shared a list of several properties throughout the county that might be considered relatively affordable or NOAH. These properties were listed between \$220,000-\$360,000 for 2 bedroom 2 bathroom just for acquisition, not taking into consideration repairs or improvements that might be necessary to preserve these units.

Other considerations on total development cost include pre-development and soft costs like professional service fees, architect, engineering, local approvals, permits and tap fees, etc.

Other Impediments to development:

Due to the Beaufort County's location along the coast, other environmental considerations play a huge role in increasing the cost of development, including but not limited to building code requirement to address natural disasters and protections, like seismic and wind zones that require engineered drawings and specified materials that help eliminate risks of home destruction in the event of a hurricane or earthquake.

Local Permitting and Impact Fees:

Although local permitting and impact fees can significantly increase the cost of housing development, the County has looked at where they can reduce or waive these fees for affordable housing developers. The County currently has an affordable housing impact fee waiver program that is described in more detail in the Removing Barriers Chapter of this analysis. The County is looking at other fee waivers and incentives they can implement to support increased affordable housing production, yet many of these fees are not under their control, like water and sewer tap fees or utility costs etc.

As part of the Bowen Housing Needs Assessment, researchers spoke to several developers about the cost of housing development as a barrier to ensuring more affordable options. The study mentioned that during one-on-one discussions with local affordable housing partners they indicated many obstacles that make it hard to develop more affordable housing in the County. One challenge is the high costs for infrastructure improvements and impact fees, finding the land to build and finding development partners willing to build affordable or mixed income housing, since costs have escalated so much over the past five years. Due to topography, wetland and environmental concerns, there is limited developable land in the County that is cost effective enough to make a significant impact on the demand for affordable housing.

Some recommendations that came from those meetings included partners suggesting the County consider more creative types of housing development (alternative types of housing), look at maximizing density where feasible, and consider mixed income where possible and commercial conversion as an option for under-utilized retail and commercial spaces - including repurposing older and dilapidated buildings that could be refurbished and made into affordable housing. The County has already looked at the conversion of older motels/hotels as an option for affordable housing and has a few projects underway within the County.

Insurance:

Related to some of the added costs due to environmental considerations, insurance costs are playing a significant role in affordability. In some communities in the Beaufort area insurance costs for both ownership and rental properties have increased over 100%. A recent 2024 article indicated that homeowners across the country are facing an insurance crisis and driving up housing costs, especially in weather vulnerable coastal communities like Beaufort. According to a survey conducted by Redfin Corp. about 72% of U.S. homeowners said their policy had increased over the past year, about 8% of those surveyed said their insurance company stopped offering coverage for their homes all together. Redfin expects homeowner insurance rates will continue to rise in communities like South Carolina, Florida and California that are more prone to natural and environmental disasters. Insurance marketplace Insurify Inc. projected homeowners' insurance would rise about 6% in 2024 after roughly 20% annual rate increases between 2021 and 2023, that would bring the average rate to \$2,522 annually by the end of the year.

Removing Barriers to Workforce Housing

Incentivizing Affordable Workforce Housing:

A key aspect of this Housing Impact Analysis is to understand both the local barriers to the preservation and production of affordable workforce housing along with the strategies and incentives the County may already offer to support housing solutions. The Bowen Study outlined several housing strategies including planning policies and funding ideas for the County to consider that could incentivize private developers to create more affordable housing within their projects. Based on these recommendations and recognizing the growing demand for workforce housing over the last few years, the County has already implemented several developer incentive programs to support an increase in affordable housing.

Beaufort County Development Code includes an entire chapter on encouraging affordable housing as a key element of the County's growth and development priorities. In Chapter 4 of the Development Code, County Council indicated that affordable housing is the essential foundation upon which to build a more sustainable future for Beaufort County and to grow a more competitive workforce to meet the challenges of our regional, state, and global economy.

County Council found that zoning regulations can be an effective tool for implementing the strategies to address the needs for affordable housing stock within Beaufort County. Within the Developer Incentives Chapter, the County identified certain incentives and zoning tools that can help facilitate and encourage the development of affordable housing types. Specifically, this chapter was intended to promote a diversity of housing stock by providing certain incentives and regulatory standards for the creation of affordable housing units in the C5 zoning district. The following highlights specific excerpts from the Development Code that Beaufort County has already committed to support the increased production of affordable workforce housing.



Developer Incentives:

Chapter 4 of the Beaufort County Code

Within this chapter the County outlines what is required for a developer to access density bonuses and impact fee exemptions for projects that commit to including affordable housing within a larger development project.

The number of owner-occupied affordable housing units and/or rental affordable housing units per development shall be one of the following at the election of the applicant:

- Thirty (30%) percent of the dwelling units, rounded up to the whole number, shall be restricted by deed as owner occupied affordable housing units and/or rental affordable housing units for a period of at least twenty (20) years; or
- Twenty (20%) percent of the dwelling units, rounded up to the whole number, shall be restricted by deed as owner occupied affordable housing units and/or rental affordable housing units for a period of at least twenty-five (25) years.

Density bonus. Housing developments or re-developments located within the Regional Center Mixed Use (CS) zone district may elect to development land in compliance with this chapter. As an incentive for development under this chapter, there shall be no maximum density or minimum lot size requirements.

Impact fees. Impact fees shall be reduced in proportion to the number of affordable housing units being provided in accordance with Beaufort County Code of Ordinances Section 82-32. A project approved under this chapter shall be determined to be a project that creates affordable housing for the purpose of exempting impact fees in proportion to the number of affordable housing units created. The following table indicates the percentage of discount available for Impact Fees for Affordable Housing:

Area Median Income (AMI)	Impact Fee Discount
Under 60%	100%
60% to 80%	60%
Over 80%	0%

The County commits a certain amount of funding annually into their Beaufort County Affordable Fund to support this incentive for affordable workforce housing projects based on project eligibility and available funding. Development impact fees may be subsidized, as long as funds are available in the Beaufort County Affordable Housing Fund, by up to 100 percent for housing a person or family earning 80 percent or less of the county's median family income. Criteria approved by county council will be used to provide guidance and should be reviewed prior to requesting assistance from the County.

Financing/Funding:

In addition to implementing several planning policies that can encourage developers to produce affordable workforce housing, the County has also committed funding to support financing solutions for development projects. One noteworthy strategy included leading the housing trust fund study that launched a regional housing trust fund. The County worked closely with other local jurisdictions and Jasper County to implement the Beaufort Jasper Housing Trust Fund (BJHT), which was officially incorporated in 2023. Participating jurisdictions signed an intergovernmental agreement, agreeing to the creation of the fund and a 10-year funding commitment, with the County being the largest contributor to the Fund initially.

Beaufort Jasper Housing Trust Fund

The housing trust fund mission is to assist in the financing and funding of affordable housing. The housing trust fund was supported originally with a one-time allocation from the American Rescue Funds from each participating jurisdiction. Subsequent annual funding will need to be determined by each government partner from a local source that their Councils identify.

The above incentives and financing tools are a just a few of the initiatives that the County has already implemented to support the preservation and production of affordable workforce housing efforts. The County is constantly seeking ways to support affordable housing, including looking at policy or regulatory tools that could encourage more affordable and mixed income housing. With the passage of Act 57, the County now has the opportunity to utilize a new funding source for workforce housing projects within the County. These funds will help compliment the County's existing programs to increase the production and preservation of workforce housing.



Image from Garden Oaks Apartments

In addition to the efforts mentioned above, the County is also investigating the following policy and strategies to support the growing need for more affordable housing.

Preserve Existing Affordable Housing

- Work with municipalities to develop conservation overlay zones or similar, to protect areas of naturally occurring affordable housing; an example would be the Oaklawn subdivision on Oaklawn Ave in the City of Beaufort.
- Prohibit new Short Term Rentals in single-family zoned neighborhoods unless the owner lives on the premises (i.e., prohibit new STRs on 6% property).
- Identify all LIHTC projects in the County; determine when the affordability period ends; develop options for extending affordability period or otherwise maintaining affordability.
- Consider establishing and/or funding local housing repair programs targeted at low-moderate income homeowners or income-restricted rental properties.

Promote New Affordable Housing

- Revise development codes in the County and municipalities to promote more missing middle housing by allowing 2 accessory dwelling units (ADUs) per lot and allowing 2- and 3-family dwellings in current single-family zones. Consider allowing 4-family dwellings and townhouses.
 - eliminate on-site parking requirements for ADUs
- Waive or reduce building permitting fees for ADUs where owner signs an affidavit that covenants do not preclude it being rented.
 - consider waiving or reducing building permit fees for other Missing Middle housing types indefinitely or for a limited period of time to stimulate interest in development
- Work with SC Building Codes Council to allow 3- and 4-unit structures to be built with alternatives to sprinklers.
- Work with municipalities to develop pre-reviewed plans for Missing Middle Housing, starting with ADUs.
- Advocate legislature for authority to adopt inclusionary housing ordinances.
- Advocate legislature for authority to adopt real estate transfer fee that could be used for affordable housing and open space preservation.
- Adjust all impact fees to be based on the true impact of the use; fees should be based on square footage of the unit and/or the number of bedrooms.
- Facilitate a developers training workshop similar to what is done by The Incremental Development Alliance, to educate contractors and developers on developing Missing Middle Housing.



Conclusion

The Bowen report emphasized the need for the County to support a balanced housing approach to meet the growing demand for diverse housing options with an emphasis on affordable workforce housing. As highlighted in this Analysis, while current housing shortages are more pronounced among lower-income households, the projected household growth among higher income households is significant. There is a need to provide housing to meet this population growth as well to avoid a “bottleneck effect”. When there is not sufficient housing stock in the market to meet diverse income growth, residents have few options to move into housing that meets their income, therefore they tend to stay in existing homes or rental units longer instead of upgrading to newer housing. When residents upgrade or move into a newer housing option, more affordable options are freed up for low to moderate income households to access. Additionally, when the housing market does not keep up with demand caused by population growth and limited housing stock, supply and demand market forces increase the overall cost of housing, making it difficult for low- and moderate-income families to find affordable housing.

The Bowen report also indicated projected growth to be robust among both renter- and owner-occupied households and among both younger and older adults, providing further evidence that future housing development will need to be diverse to meet the varied needs of each of these household segments. With the ongoing population growth as indicated in this analysis and the lack of available housing inventory, especially affordable options, the County is seeking diverse solutions to address the need for more affordable housing, with a focus on the growing workforce needs. The housing shortage is directly impacting the County’s ability to attract and retain employers and employees in some of the key business sectors mentioned in this Analysis, in particular within tourism related jobs. The County has already implemented several policies and programs to support the preservation and production of a broad spectrum of affordability levels and product types including some mentioned within this analysis.

With tourism continuing to be one of the top three employment sectors in the County, there is a clear nexus between the need for workforce housing solutions and the revenues generated by the tourism economy. The availability of ATAX to support workforce housing provides the County with a new revenue source to help with the development and implementation of additional solutions to meet the growing need for more affordable housing options.

The passage of Act 57 offers the County a new opportunity to increase financial resources available to support programs for affordable workforce housing opportunities. The County estimates a total State ATAX amount for FY2025 of about \$1,500,000. With the new law, the County could now use up to 15% of this tax revenue to support workforce housing efforts in addition to 15% of their local ATAX revenues, which could be a significant new resource to support affordable housing efforts in the County.

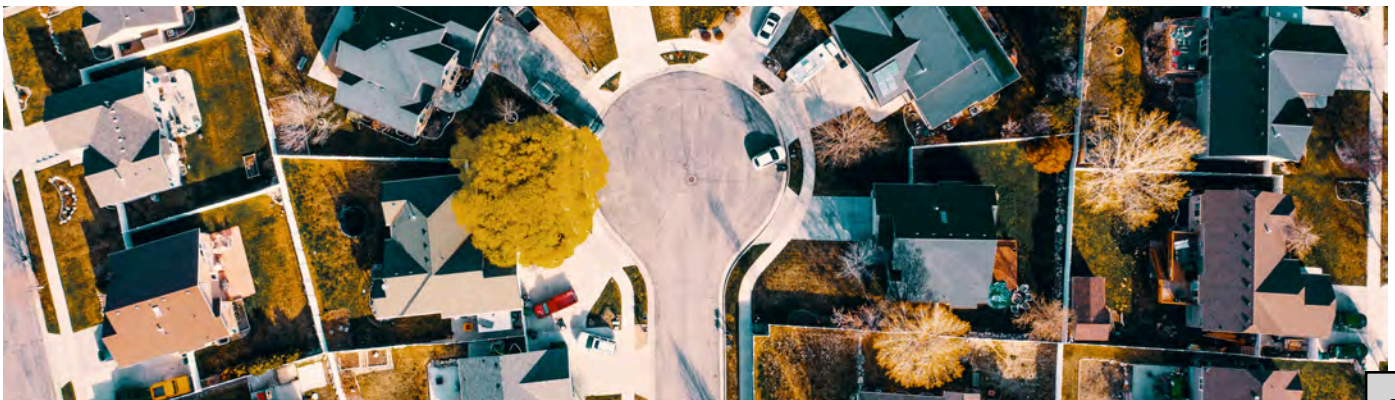
As outlined in Beaufort County's adopted 2040 Comprehensive Plan, the County is committed to a diverse community that balances growth, attracts business and employment opportunities, preserves the area's fragile environment, ensures affordable housing options, and maintains quality of life for all residents regardless of income. The County is also committed to investing in new public infrastructure, creating incentives for affordable housing, and focusing development on land of the highest suitability. Within the Housing Element of the 2040 Comprehensive Plan, the County's overarching goal is to promote quality, affordable housing available and accessible to all residents, while ensuring a mix of housing types available to residents of varying incomes, ages and abilities.

To address this growing workforce and housing mismatch as highlighted throughout this Housing Impact Analysis, Beaufort County will need to continue to play an active role in promoting affordable housing solutions. Efforts will need to include but are not limited to implementing additional planning and zoning policy incentives, enhance public/private partnerships with affordable housing developers and identify new and flexible funding sources that enable these projects to come to fruition.

The County through its comprehensive plan, has already committed to:

- Foster the creation of affordable housing near jobs, services and public transit.
- Reduce regulatory barriers to the creation of affordable housing.
- Establish an ongoing funding source to address housing needs.
- Partner with non-profit agencies and the private sector.
- Work regionally to address affordable housing needs.

To further support these commitments, the County is seeking the opportunity to increase funding sources for affordable workforce housing efforts through the adoption of this Housing Impact Analysis as an amendment to their 2040 Comprehensive Plan, enabling access to up to 15% of its Accommodation Tax (ATAX) revenue. Access to this new eligible source of funding can help stretch existing sources and leverage additional funding to support new housing programs and complement existing policy efforts.



Sources

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- Redfin 2
- South Carolina State Housing Finance
- Today's Homeowner
- US Census Reporter ACS 2022 1-Year estimates
- World Population Review



Appendix

South Carolina General Assembly
125th Session, 2023-2024

A57, R66, S284

STATUS INFORMATION

General Bill

Sponsors: Senators Davis, Turner, Jackson, Scott, Kimpson, Senn, Campsen and Sabb

Companion/Similar bill(s): 4213

Document Path: SR-0145KM23.docx

Introduced in the Senate on January 10, 2023

Introduced in the House on April 4, 2023

Last Amended on May 10, 2023

Currently residing in the Senate

Summary: Development of Workforce Housing

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/7/2022	Senate	Prefiled
12/7/2022	Senate	Referred to Committee on Finance
1/10/2023	Senate	Introduced and read first time (Senate Journal-page 178)
1/10/2023	Senate	Referred to Committee on Finance (Senate Journal-page 178)
3/22/2023		Scrivener's error corrected
3/22/2023	Senate	Committee report: Favorable Finance
3/24/2023		Scrivener's error corrected
3/28/2023	Senate	Read second time (Senate Journal-page 75)
3/30/2023	Senate	Amended (Senate Journal-page 13)
3/30/2023	Senate	Read third time and sent to House (Senate Journal-page 13)
3/30/2023	Senate	Roll call Ayes-34 Nays-6 (Senate Journal-page 13)
4/4/2023	House	Introduced and read first time (House Journal-page 9)
4/4/2023	House	Referred to Committee on Ways and Means (House Journal-page 9)
5/4/2023	House	Committee report: Favorable with amendment Ways and Means (House Journal-page 8)
5/9/2023	House	Debate adjourned (House Journal-page 27)
5/10/2023	House	Amended (House Journal-page 85)
5/10/2023	House	Read second time (House Journal-page 85)
5/10/2023	House	Roll call Yeas-80 Nays-29 (House Journal-page 88)
5/11/2023	House	Read third time and returned to Senate with amendments (House Journal-page 17)
5/11/2023	Senate	Concurred in House amendment and enrolled (Senate Journal-page 57)
5/11/2023	Senate	Roll call Ayes-41 Nays-2 (Senate Journal-page 57)
5/17/2023		Ratified R 66
5/19/2023		Signed By Governor
5/26/2023		Effective date 05/19/23
5/26/2023		Act No. 57

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VERSIONS OF THIS BILL

[12/07/2022](#)

[03/22/2023](#)

[03/22/2023-A](#)

[03/24/2023](#)

[03/30/2023](#)

[05/05/2023](#)

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5/26/2023 Act No. 57

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[03/24/2023](#)

[03/30/2023](#)

[05/05/2023](#)

[05/10/2023](#)

(A57, R66, S284)

AN ACT TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY AMENDING SECTION 6-1-530, RELATING TO USE OF REVENUE FROM LOCAL ACCOMMODATIONS TAX, SO AS TO PROVIDE THAT THE DEVELOPMENT OF WORKFORCE HOUSING IS ONE OF THE PURPOSES FOR WHICH LOCAL ACCOMMODATIONS TAXES MAY BE USED; BY AMENDING SECTION 6-4-10, RELATING TO THE USE OF CERTAIN REVENUE FROM THE ACCOMMODATIONS TAX, SO AS TO PROVIDE THAT THE DEVELOPMENT OF WORKFORCE HOUSING IS ONE OF THE PURPOSES FOR WHICH THE FUNDS MAY BE USED; BY AMENDING SECTION 6-4-15, RELATING TO THE USE OF REVENUES TO FINANCE BONDS, SO AS TO PROVIDE THAT THE DEVELOPMENT OF WORKFORCE HOUSING IS ONE OF THE PURPOSES FOR WHICH BONDS MAY BE ISSUED; BY ADDING SECTION 6-4-12 SO AS TO REQUIRE A LOCAL GOVERNMENT TO PREPARE A HOUSING IMPACT ANALYSIS BEFORE USING SUCH FUNDS FOR WORKFORCE HOUSING; BY AMENDING SECTIONS 6-4-5 AND 6-1-510, RELATING TO DEFINITIONS, SO AS TO ADD CERTAIN DEFINITIONS; BY AMENDING SECTION 6-29-510, RELATING TO LOCAL PLANNING, SO AS TO REQUIRE THE PLANNING COMMISSION MUST SOLICIT INPUT FOR THE ANALYSIS FROM HOMEBUILDERS AND OTHER EXPERTS WHEN DEVELOPING A HOUSING ELEMENT FOR THE LOCAL COMPREHENSIVE PLAN; TO CREATE THE LAND DEVELOPMENT STUDY COMMITTEE TO EXAMINE CURRENT AND PROSPECTIVE METHODS TO PLAN FOR AND MANAGE LAND DEVELOPMENT; AND TO REQUIRE A REPORT DETAILING THE EFFECTS OF THIS ACT ON TOURISM AND WORKFORCE HOUSING.

Be it enacted by the General Assembly of the State of South Carolina:

Local accommodations tax for workforce housing

SECTION 1. Section 6-1-530(A) of the S.C. Code is amended to read:

(A) The revenue generated by the local accommodations tax must be

used exclusively for the following purposes:

(1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;

(2) tourism-related cultural, recreational, or historic facilities;

(3) beach access, renourishment, or other tourism-related lands and water access;

(4) highways, roads, streets, and bridges providing access to tourist destinations;

(5) advertisements and promotions related to tourism development;

(6) water and sewer infrastructure to serve tourism-related demand;

or

(7) development of workforce housing, which must include programs to promote home ownership. However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in this item. The provisions of this item are no longer effective after December 31, 2030.

State accommodations tax for workforce housing

SECTION 2. Section 6-4-10(4) of the S.C. Code is amended to read:

(4)(a) The remaining balance plus earned interest received by a municipality or county must be allocated to a special fund and used for tourism-related expenditures. This section does not prohibit a municipality or county from using accommodations tax general fund revenues for tourism-related expenditures.

(b) The funds received by a county or municipality which has a high concentration of tourism activity may be used to provide additional

county and municipal services including, but not limited to, law enforcement, traffic control, public facilities, and highway and street maintenance, as well as the continual promotion of tourism. The funds must not be used as an additional source of revenue to provide services normally provided by the county or municipality but to promote tourism and enlarge its economic benefits through advertising, promotion, and providing those facilities and services which enhance the ability of the county or municipality to attract and provide for tourists.

“Tourism-related expenditures” include:

(i) advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity;

(ii) promotion of the arts and cultural events;

(iii) construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;

(iv) the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;

(v) public facilities such as restrooms, dressing rooms, parks, and parking lots;

(vi) tourist shuttle transportation;

(vii) control and repair of waterfront erosion, including beach renourishment;

(viii) operating visitor information centers;

(ix) development of workforce housing, which must include programs to promote home ownership. However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in

this item (4)(b)(ix). The provisions of this item (4)(b)(ix) are no longer effective after December 31, 2030.

(c)(i) Allocations to the special fund must be spent by the municipality or county within two years of receipt. However, the time limit may be extended upon the recommendation of the local governing body of the county or municipality and approval of the oversight committee established pursuant to Section 6-4-35. An extension must include provisions that funds be committed for a specific project or program.

(ii) Notwithstanding the provisions of subsubitem (i), upon a two-thirds affirmative vote of the membership of the appropriate local governing body, a county or municipality may carry forward unexpended allocations to the special fund beyond two years provided that the county or municipality commits use of the funds exclusively to the control and repair of waterfront erosion, including beach renourishment or development of workforce housing, which must include programs to promote home ownership. The county or municipality annually shall notify the oversight committee, established pursuant to Section 6-4-35, of the basic activity of the committed funds, including beginning balance, deposits, expenditures, and ending balance.

(d) In the expenditure of these funds, counties and municipalities are required to promote tourism and make tourism-related expenditures primarily in the geographical areas of the county or municipality in which the proceeds of the tax are collected where it is practical.

Bonds for workforce housing

SECTION 3. Section 6-4-15 of the S.C. Code is amended to read:

Section 6-4-15. A municipality or county may issue bonds, enter into other financial obligations, or create reserves to secure obligations to finance all or a portion of the cost of constructing facilities, all of which must fulfill the purpose of this chapter, for civic activities, the arts, cultural events, or workforce housing that includes programs to promote home ownership. The annual debt service of indebtedness incurred to finance the facilities or lease payments for the use of the facilities may be provided from the funds received by a municipality or county from the accommodations tax in an amount not to exceed the amount received by the municipality or county after deduction of the accommodations tax funds dedicated to the general fund and the advertising and promotion fund. However, none of the revenue received by a municipality or county from the accommodations tax may be used to retire outstanding bonded indebtedness unless accommodations tax revenue was obligated for that purpose when the debt was incurred.

Housing impact analysis

SECTION 4. Chapter 4, Title 6 of the S.C. Code is amended by adding:

Section 6-4-12. (A) If a local government intends to use the funds for the development of workforce housing, then the local government shall prepare a housing impact analysis prior to giving second reading to the ordinance.

(B) The analysis required by subsection (A) must include:

(1) information about the effect of the ordinance on housing, including the effect of the ordinance on each of the following:

(a) the cost of developing, construction, rehabilitating, improving, maintaining, or owning single-family or multifamily

dwellings;

(b) the purchase price of new homes or the fair market value of existing homes;

(c) the cost and availability of financing to purchase or develop housing;

(d) housing costs; and

(e) the density, location, setback, size, or height development on a lot, parcel, land division, or subdivision; and

(2) an analysis of the relative impact of the ordinance on low- and moderate-income households.

(C) The following applies to information on housing costs required to be included in the analysis conducted pursuant to subsection (B)(1)(d):

(1) the analysis must include reasonable estimates of the effect of the ordinance on housing costs, expressed in dollar amounts. The local government shall include a brief summary of, or worksheet demonstrating, the computations used in determining the dollar amounts. However, if the local government determines that it is not possible to make an estimate expressed in dollar amounts, then the analysis must include a statement setting forth the reasons for the local government's determination; and

(2) the analysis must include descriptions of both the immediate effect and, to the extent ascertainable, the long-term effect of the ordinance on housing costs.

(D) Except as otherwise provided in this section, a housing impact analysis required pursuant to this section must be based on costs associated with the development, construction, financing, purchasing, sale, ownership, or availability of a median-priced single-family residence. However, the analysis may include estimates for larger developments as part of an analysis of the long-term effects of the

ordinance.

(E) A local government may request information from any state agencies, local units of government, universities or colleges, organizations, or individuals as necessary to prepare a housing impact analysis pursuant to this section.

(F) The local government shall provide the housing impact analysis for an ordinance to the members of the legislative body of the local government, the Department of Revenue, and the Tourism Expenditure Revenue Committee before the ordinance is considered by the legislative body. The Department of Revenue may not disburse any accommodations taxes to the local government for purposes of development of workforce housing unless and until the local government has provided the housing impact analysis to the parties required pursuant to this subsection.

Definitions

SECTION 5. Section 6-4-5 of the S.C. Code is amended to read:

Section 6-4-5. As used in this chapter:

(1) “County area” means a county and municipalities within the geographical boundaries of the county.

(2) “Cultural”, as it applies to members of advisory committees in Section 6-4-25, means persons actively involved and familiar with the cultural community of the area including, but not limited to, the arts, historical preservation, museums, and festivals.

(3) “Hospitality”, as it applies to members of the committees in item (2), means persons directly involved in the service segment of the travel and tourism industry including, but not limited to, businesses that

primarily serve visitors such as lodging facilities, restaurants, attractions, recreational amenities, transportation facilities and services, and travel information and promotion entities.

(4) “Travel” and “tourism” mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.

(5) “Housing costs” for housing occupied by the owner means:

(a) the principal and interest on a mortgage loan that finances the purchase of the housing;

(b) the closing costs and other costs associated with a mortgage loan;

(c) mortgage insurance;

(d) property insurance;

(e) utility-related costs;

(f) property taxes; and

(g) if the housing is owned and occupied by members of a cooperative or an unincorporated cooperative association, fees paid to a person for managing the housing.

(6) “Housing costs” for rented housing means:

(a) rent; and

(b) utility-related costs, if not included in the rent.

(7) “Ordinance” means an ordinance adopted pursuant to Section 6-29-530.

(8) “Utility-related costs” means costs related to power, heat, gas, light, water, and sewage.

(9) “Workforce housing” means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size,

according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

Definition

SECTION 6. Section 6-1-510 of the S.C. Code is amended by adding:

(4) “Workforce housing” means residential housing for rent or sale that is reasonably and appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

Local comprehensive plan

SECTION 7. Section 6-29-510(D)(6) of the S.C. Code is amended to read:

(6) a housing element which considers location, types, age, and condition of housing, owner and renter occupancy, and affordability of housing. This element includes an analysis to ascertain nonessential housing regulatory requirements, as defined in this chapter, that add to the cost of developing affordable housing but are not necessary to protect the public health, safety, or welfare and an analysis of market-based incentives that may be made available to encourage development of affordable housing, which incentives may include density bonuses, design flexibility, and streamlined permitting processes. The planning commission must solicit input for this analysis from homebuilders,

developers, contractors, and housing finance experts when developing this element;

Land Development Study Committee

SECTION 8. (A) There is created the Land Development Study Committee to examine current and prospective methods to plan for and manage land development in South Carolina.

(B) The study committee must be comprised of three members of the Senate appointed by the President of the Senate and three members of the House of Representatives appointed by the Speaker of the House. Staff from the Senate and House of Representatives shall assist the study committee.

(C) The members of the study committee shall seek assistance from governmental agencies including the South Carolina Building Codes Council, the South Carolina Housing Authority, and the South Carolina Department of Agriculture, and from members of the private sector including, but not limited to, the Homebuilders Association of South Carolina, Habitat for Humanity South Carolina, the Realtors Association of South Carolina, the Municipal Association of South Carolina, the South Carolina Association of Counties, South Carolina Land Trust, Conservation Voters of South Carolina, the South Carolina Chapter of the American Planning Association, and the Manufactured Housing Institute of South Carolina.

(D) The study committee shall provide a report to the General Assembly by December 31, 2023, at which time the study committee shall dissolve.

Report

SECTION 9. Before the beginning of the 2030 Legislative Session, the Director of the Department of Parks, Recreation and Tourism, in consultation with the Secretary of Commerce and the Commissioner of Agriculture, shall issue a report to the General Assembly detailing the effects on tourism and workforce housing resulting from the codified provisions of this act.

Time effective

SECTION 10. This act takes effect upon approval by the Governor.

Ratified the 17th day of May, 2023.

Approved the 19th day of May, 2023.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

ITEM TITLE:
AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES PART 1 GENERAL ORDINANCES, CHAPTER 46 HEALTH AND SANITATION, ARTICLE IV ALCOHOL AND DRUG ABUSE BOARD SECTIONS 121 PURPOSE AND 122 POWERS AND DUTIES; AND REPEALING SECTION 46-122 MEMBERSHIP
MEETING NAME AND DATE:
Community Services and Land Use Committee September 9, 2024
PRESENTER INFORMATION:
Audra Antonacci – Ogden, ACA 5 minutes
ITEM BACKGROUND:
In 1973, the South Carolina General Assembly passed Act 301 requiring each county to designate a single county authority on alcohol and drug abuse to be governed by an individual policy making board. The Act further provides that each county authority to develop a county plan for programming in order to receive the mini-bottle tax revenue authorized by the South Carolina Legislative in 1972 in Act 1063, commonly referred to as the mini-bottle bill, which provided for the distribution of one-fourth of the state's mini-bottle tax revenue to continue on a peer-capital basis to be used for alcohol and drug abuse programming.
PROJECT / ITEM NARRATIVE:
Amend Beaufort County Code of Ordinances Chapter 46 Health and Sanitation, Article VI Alcohol and Drug Abuse Board
FISCAL IMPACT:
<i>There would be no direct fiscal impact on the County.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Ordinance amending the Beaufort County Code of Ordinances Chapter 46 Health and Sanitation IV Alcohol and Drug Abuse Board.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny an Ordinance amending Beaufort County Code of Ordinances Chapter 46 Health and Sanitation IV Alcohol and Drug Abuse Board.</i> <i>Next Step move forward to County Council on September 23rd, 2024.</i>

ORDINANCE 2024/**AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES PART 1 GENERAL ORDINANCES, CHAPTER 46 HEALTH AND SANITATION, ARTICLE IV ALCOHOL AND DRUG ABUSE BOARD SECTIONS 121 PURPOSE AND 122 POWERS AND DUTIES; AND REPEALING SECTION 46-122 MEMBERSHIP**

WHEREAS, in 1973, the South Carolina General Assembly passed Act 301 requiring each county to designate a single county authority on alcohol and drug abuse to be governed by an individual policy making board; and

WHEREAS, Act 301 also required each county authority to develop a county plan for programming in order to receive the mini-bottle tax revenue authorized by the South Carolina Legislature in 1972 in Act 1063, commonly referred to as the mini-bottle bill, which provided for the distribution of one-fourth of the state's mini-bottle tax revenue to counties on a per-capita basis to be used for alcohol and other drug abuse programming; and;

WHEREAS, in 1982, Beaufort County Council created the Alcohol and Drug Abuse Board in Article IV of the Beaufort County Code of Ordinances pursuant to Act 301 of 1973; and

WHEREAS, Beaufort County Council created the Alcohol and Drug Abuse Board for the purpose of advising County Council in matters concerning the provisions of ongoing programs in prevention, intervention, treatment and aftercare for alcohol and drug abuse problems; and

WHEREAS, over time the Alcohol and Drug Abuse Department Director has assumed and performed the duties and responsibility in providing ongoing programs in prevention, intervention, treatment, and aftercare services for citizens of Beaufort County related to substance use and misuse; and

WHEREAS, the Alcohol and Drug Abuse Department Director has assumed the responsibility as the sole department in Beaufort County authorized to receive funds for such purposes and will advise County Council and the County Administrator in matters concerning the provisions of the ongoing programs within the department; and

WHEREAS, Beaufort County Council now desires to dissolve the Alcohol and Drug Abuse Board and have all duties and responsibilities performed by the Alcohol and Drug Abuse Department.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT:

Article IV Alcohol and Drug Abuse Board, Section 46-121 through Section 46-123 which appears in Beaufort County Code of Ordinances is hereby amended to reflect the language as depicted in exhibit A, Section 46-122 is hereby repealed, and the Alcohol and Drug Abuse Board is hereby dissolved with their duties and responsibilities being assumed by the Alcohol and Drug Abuse Department.

Adopted this _____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah w. Brock, JD, Clerk to Council

PART I - GENERAL ORDINANCES
Chapter 46 - HEALTH AND SANITATION
ARTICLE IV. ALCOHOL AND DRUG ABUSE DEPARTMENT

ARTICLE IV. ALCOHOL AND DRUG ABUSE¹ DEPARTMENT

Sec. 46-121. Purpose.

The alcohol and drug abuse department, with all of the powers, duties, responsibilities and functions of any other county department, shall provide ongoing prevention, intervention, treatment, and aftercare services for citizens of Beaufort County, related to substance use and misuse. The Director of the department, along with all the department employees, shall be county employees. The county alcohol and drug abuse department is the sole entity authorized to receive funds for such purpose.

(Code 1982, § 6-26)

Sec. 46-122. Powers and duties.

The alcohol and drug abuse director shall have the following powers and duties:

- (1) Develop and submit a comprehensive county alcohol and drug abuse plan to the County Administration and the South Carolina Department of Alcohol and Other Drug Abuse Services for approval, which is:
 - a. In accordance with South Carolina Act 301 of 1973; and
 - b. Consistent with the state plan on alcohol and drug abuse as required by Public Laws 91-616 as amended and 92-225 as amended.
- (2) Prepare and submit the annual alcohol and drug abuse department budget.
- (3)
- 3) Seek financial support from corporate sources, foundations, state and federal funding opportunities to implement the programs and services outlined in the comprehensive county alcohol and drug abuse plan.
- (4) Collaborate with the South Carolina Department of Alcohol and Other Drug Abuse Services in the implementation of the state plan on alcohol and drug abuse.
- (5) Develop and implement a fee schedule for services rendered comparable with reimbursement rates from third-party payer sources. This includes opportunities for financial assistance for those who meet low-income guidelines based on the Federal Poverty level.
- (6) Ensure the department coordinates prevention, intervention, treatment, and aftercare services with outside agencies.
- ()
- (7) Ensure services provided by the alcohol and drug abuse department align with the comprehensive county alcohol and drug abuse plan.
- ()

¹Cross reference(s)—Boards and commissions, § 2-191 et seq.

(Code 1982, § 6-28)

Secs. 46-~~123~~—46-150. Reserved.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD
MEETING NAME AND DATE:
Public Facilities and Safety Committee; August 19, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Infrastructure 5 Minutes
ITEM BACKGROUND:
Lowcountry Area Transportation Authority, also known as Palmetto Breeze, is our transit partner for the region providing mass transit opportunities for residents of Beaufort County. We support Palmetto Breeze with funding from our annual budget to assist in the operational cost of providing the service to unincorporated Beaufort County residents.
PROJECT / ITEM NARRATIVE:
Lowcountry Area Transportation Authority, also known as Palmetto Breeze, needs space in Northern Beaufort County for parking buses. Currently, approximately 15 of the 40 buses within their fleet are parked in the driveways of the driver's residence because they do not have a storage lot for their fleet. A centralized storage lot would reduce operational cost and increase security of their buses. Beaufort County owns a 1.0 acre lot at the intersection of Grober Hill Rd and Castle Rock Rd that was formerly used as a convenience center. The property is currently vacant and is identified as surplus property. Rather than sell the property, staff proposes to enter into a lease agreement with our transit partner, Palmetto Breeze, for use of the parcel as a bus storage facility.
FISCAL IMPACT:
Income from lease in accordance with the Beaufort County Lease Policy. The applicable section of the lease policy reads: <i>The administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Approve a lease with LRTA at nominal rate for use of the property as a bus storage facility
OPTIONS FOR COUNCIL MOTION:
Motion to disapprove. Move forward to Council on August 26, 2024; public hearing is required.

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD**

WHEREAS, Beaufort County (“County”) is the fee simple owner of the property located at 316 Castle Rock Road, Beaufort, SC 29906 (“Property”); and

WHEREAS, the Lowcountry Regional Transportation Authority (“LRTA”) was established in 1978 as the primary public transportation provider for Beaufort County; and

WHEREAS, as the transportation authority, LRTA’s mission is to work relentlessly to achieve coordination and pursue customer service satisfaction while providing freedom of mobility and independence to our residents and visitors in an environmentally friendly manner; and

WHEREAS, the County desires to lease the Property to LRTA for the purpose of establishing vehicular storage for LRTA to further their mission. By leasing the Property to LRTA it will provide a centralized and secure location for vehicular storage that is currently not in place. Pursuant to the Beaufort County Lease Policy, the County desires to establish a nominal lease rate due to the benefit to the community that is otherwise unavailable; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with LRTA at a nominal rate for the Property.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Lowcountry Regional Transportation Authority for the real property located at 314 Castle Rock Road.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Castle Rock Rd & Grober HI Rd



Item 18.

91 Grober HI Rd

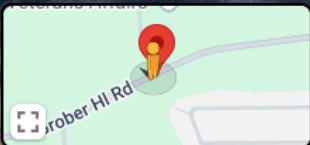
Beaufort, South Carolina



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Apr 2022

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Google

246

REAL PROPERTY LEASE AGREEMENT

247

and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

- 5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.
- 5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of bus parking storage lot ("Permitted Use"). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.
- 5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, fencing (including gates), landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.
- 5.4 *Repairs of Premises.* Landlord shall keep the foundations, exterior building, the roof of the Premises, the air conditioning, heating, electrical and plumbing systems contained within the Premises in good repair, except the Landlord shall not be required to make any repairs occasioned by acts of Tenant or sub tenant. In the event the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord. Except as otherwise provided in the Section, Tenant shall at its old cost and expense, maintain the Premises in good condition and repair, normal wear and tear expected.
- 5.5 Tenant shall provide minor maintenance and repairs to the Premises during the Term, up to a maximum cost of five hundred (\$500.00) dollars per repair to keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.
- 5.6 *Tenant Improvements, Alterations, and Restorations.*
- 5.6.1 *Initial Improvements.* Prior to Landlord's delivery of the Premises to Tenant, Landlord shall proceed to demolish and remove the existing ramp used for the convenience center, grade and level lot, replace existing chain link and wooden fences with a new chain link fence (including 2 rolling gates) and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include bus parking storage lot (the "Tenant's Initial Improvements").

Landlord Initials _____ Tenant Initials _____

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

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

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

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

VI. DESTRUCTION OR DAMAGE

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

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

6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such

Landlord Initials _____ Tenant Initials _____

repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

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

VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; or (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; . Any assignment or subletting of this Lease shall be at a reasonable rate to cover minor maintenance without profit to the Tenant. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VIII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Parties prior to the Termination Date upon providing a ninety (90) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

- 8.1 *Termination for Convenience.* The Parties agree that this Lease may be terminated by the Landlord for convenience with a ninety (90) day written notice to the Tenant. Upon receipt of the notice, Tenant shall surrender the Premises without any additional notice.
- 8.2 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

IX. DEFAULT

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

Landlord Initials _____ Tenant Initials _____

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

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

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

Landlord Initials _____ Tenant Initials _____

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

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

- 9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 9.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 9.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

Landlord Initials _____ Tenant Initials _____

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

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

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

XII. INSURANCE LIABILITY AND INDEMNIFICATION

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

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

12.2 *Indemnity.* To the extent permissible by law, the Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises. Tenant agrees to include substantially similar terms as provided in this Section in any sublease agreement.

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

XIII. MISCELLANEOUS PROVISIONS

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

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

Landlord Initials _____ Tenant Initials _____

Beaufort, SC 29901

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

AS TO TENANT: Lowcountry Regional Transportation Authority
Attention: Administration
PO Box 209
25 Benton Field Drive
Bluffton, SC 29910

Copy To: Lowcountry Regional Transportation Authority
Attention: Administration
PO Box 209
25 Benton Field Drive
Bluffton, SC 29910

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

Landlord Initials _____ Tenant Initials _____

- 13.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Michael R. Moore
Beaufort County Administrator

Witness

TENANT:

Witness

By: _____
Its: _____

Witness

Landlord Initials _____ Tenant Initials _____

ORDINANCE

AN ORDINANCE AUTHORIZING BEAUFORT COUNTY MEMORIAL HOSPITAL TO PLEDGE REVENUES IN CONNECTION WITH THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HEALTHCARE REVENUE BONDS (SOUTH OF BROAD HEALTHCARE PROJECT) SERIES 2024 IN THE AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$120,000,000; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “*Authority*”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, Code of Laws of South Carolina, 1976, as amended (the “*JEDA Act*”), to utilize any of its program funds to establish loan programs to be utilized to acquire, by construction or purchase, properties and for other purposes described in § 41-43-160 of the JEDA Act in order to promote and develop the business and economic welfare of the State, encourage and assist in the location of new business enterprises in the State, and in the rehabilitation and assistance of existing business enterprises and in the promotion of export of goods, services, commodities, and capital equipment produced within the State, and thus providing maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State and in the promotion and enhancement of industrial, commercial, agricultural, and recreational development in the State;

WHEREAS, Beaufort County Memorial Hospital is a public agency under (the “*Hospital*”) and has deemed it necessary to establish South of Broad Healthcare (collectively, the “*Borrowers*”), a South Carolina nonprofit corporation and an entity described in Section 103 of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Borrower seeks to finance the Project (as defined below) through the issuance by the Authority through one or more series of its Healthcare Revenue Bonds (South of Broad Healthcare Project), Series 2024, in an aggregate principal amount not to exceed \$120,000,000 (the “*Series 2024 Bonds*”);

WHEREAS, the proceeds of the Series 2024 Bonds will be used to defray the cost of (i) financing the acquisition, development, construction and equipping of emergency rooms, an ambulatory surgery center, a medical office building, and a hospital with approximately 20 beds to provide outpatient and acute care healthcare services (such hospital to be constructed after January 1, 2027 or sooner if permitted by regulation or applicable law with respect to the approximately 20 beds), all located in Beaufort County (the “*County*”) (collectively, the “*Project*”); (ii) financing capitalized interest; and (iii) financing costs of issuance of the Series 2024 Bonds; and

WHEREAS, the County desires to authorize the pledge of revenues of the Hospital to secure only the Series 2024 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The Series 2024 Bonds shall be secured by a pledge of the gross receipts of the Hospital pursuant to a master trust indenture among the Borrowers and a financial institution, as trustee, entered into in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds do not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing power.

Section 2. The Chairman and the Clerk, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out foregoing.

Section 3. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4. This Ordinance shall become effective and be in full force immediately.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, County Council

ATTEST:

Clerk to County Council

First Reading: August 26, 2024
Second Reading: September 9, 2024
Third Reading: September 23, 2024



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 2.

ITEM TITLE:
RECOMMENDATION OF APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B
MEETING NAME AND DATE:
Finance Committee; August 19, 2024
PRESENTER INFORMATION:
Brittany Ward, County Attorney for Administration and Departments Jared Fralix, ACA for Engineering (10 minutes)
ITEM BACKGROUND:
SC 170 is one of the major corridors in the County with some of the highest traffic volumes in the region. As the area continues to grow, additional traffic will add to existing pressures on the roadway. In 2019, Lowcountry Area Transportation Study (LATS) finalized an access management plan for this section of SC 170 (from US 278 to SC 462) that provided recommendations for future improvements for the roadway. Beaufort County is currently working to advance those recommendations into the design phase for The Triangle Project (SC 170, US 278, and Argent Blvd). The Triangle project is listed on the proposed 2024 Sales Tax Referendum
PROJECT / ITEM NARRATIVE:
A 2.81-acre parcel at the corner of SC 170 and SC 462 known as Cooler Tract B (TMS R600-008-000-0625-0000) is currently on the market for sale. Although the final improvements at this intersection are undetermined at this time, it is envisioned that the planned roadway improvements that will be part of The Triangle project would require significant right-of-way acquisition along this parcel. Should the parcel be sold for development purposes and constructed upon, the potential right-of-way impacts may have significant adverse impacts to the development a may be rendered a total acquisition for the project at a much higher value the current undeveloped status of the property. Per recent appraisal obtained by the County, the appraised value is \$1,140,000.
FISCAL IMPACT:
The cost of the purchase is be the appraisal value, \$1,140,000, plus closing costs. Funding for this project is Land Purchase account 4000-80-1000-54400 with a balance of \$3,000,000.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to purchase the real property known as Cooler Tract B for the appraisal value and associated closing costs.
OPTIONS FOR COUNCIL MOTION:
Motion to purchase the real property known as Cooler Tract B for the appraisal value and associated closing costs.
Motion to approve/deny an ordinance authorizing the County Administrator to execute the necessary documents, provide funding for the purchase of real property identified Cooler Tract B.

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B**

WHEREAS, Lowcountry Area Transportation Study (“LATS”) in 2019 finalized an access management report for South Carolina Highway 170 (“SC 170”), from US Highway 278 (“US 278”) to South Carolina Highway 462 (“SC 462”); and

WHEREAS, the access management report provided recommendations on SC 170 to improve safety and capacity; and

WHEREAS, Beaufort County (“County”) consolidated the recommendations from the SC 170 LATS report with similar reports for US 278 and Argent Blvd. to develop a roadway improvements project known as The Triangle Project (“Project”); and

WHEREAS, the Project is in the preliminary stages and the design is not finalized, but it is known there will be significant right-of-way impacts needed to provide for the planned improvements; and

WHEREAS, the Cooler Tract B parcel (TMS R600-008-000-0625-0000) is within the Project limits of and is expected to incur significant right-of-way impacts along the entire SC 170; and

WHEREAS, the Cooler Tract B parcel is currently undeveloped and is on the market for sale; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property at fair market value in the amount of \$1,140,000 plus closing costs with funds from the General Fund-Land Purchase.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$1,140,000 plus closing costs from the General Fund-Land Purchase Fund for the purchase of real property known as Cooler Tract B.

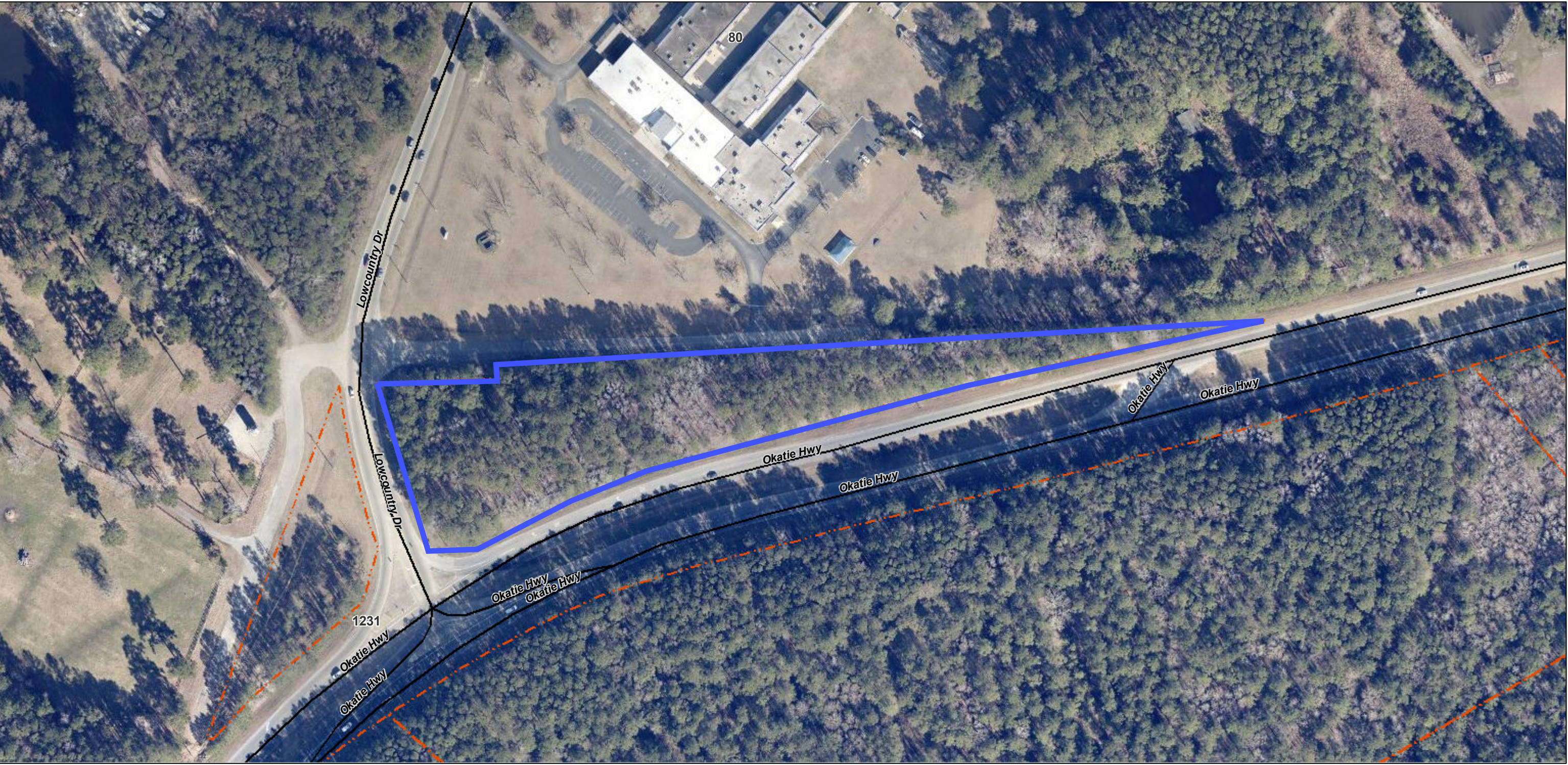
DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



80

Lowcountry Dr

Lowcountry Dr

1231

Okatie Hwy
Okatie Hwy

Okatie Hwy
Okatie Hwy

Okatie Hwy

Okatie Hwy

Okatie Hwy

Okatie Hwy



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 3.

ITEM TITLE:

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

MEETING NAME AND DATE:

Community Services and Land Use Committee; *August 19, 2024*

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the County Administrator (10 mins.)
Brittany Ward, County Attorney

ITEM BACKGROUND:

In 2023, County Council approved the purchase of the 10.1 +/- acres located at 333 & 335 Buckwalter Parkway for the purpose of facilitating the development of affordable/workforce housing. (See Ordinance Attached)

In late 2023, with communication and assistance from the Town of Bluffton ("Town"), the County began the process of partnering with Beaufort Memorial Hospital ("BMH") in this effort, as BMH has taken a leadership role in workforce housing in an effort to help their own workforce. Additionally, the Town desires increased access to healthcare/medical services for its residents, so the partnership seemed to be a perfect one.

As an additional support to the project, the seller, St. Andrew By-the-Sea United Methodist Church discounted the properties purchase price in order to help make the development feasible.

BMH then applied for Low Income Housing Tax Credits from the State of South Carolina in late 2023/early 2024. They have now been awarded these credits, making the project viable.

The Town has assisted the County in the process of having Residential Dwelling Units available for the project and has expressed support for the project producing workforce housing units, improved access to healthcare services, and the reduction of commercial units on the site.

PROJECT / ITEM NARRATIVE:

The joint project, supported by Beaufort County, the Town of Bluffton, Saint Andrew By-the-Sea United Methodist Church, and undertaken by Beaufort Memorial Hospital ("BMH"), will produce approximately 125 affordable/workforce housing and medical offices will provide affordable/workforce housing and improve access to healthcare offerings in the ideal location near services, public transportation, and occupational opportunity. This project accomplishes goals for Beaufort County, Town of Bluffton and BMH. This collaborative effort between Beaufort County, BMH, and the Town of Bluffton is an example to be followed in the future. Additionally, the seller of the property, St. Andrew by-the-Sea United Methodist Church also contributed to the project by decreasing the sale price from the initial appraised value of \$4,000,000 to \$3,200,000 in support of making the project viable.

FISCAL IMPACT:

This property was purchased for \$3,200,000 for the purpose of facilitating Affordable Workforce housing. The Transfer of property has no fiscal impact.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the ordinance to convey the property to Beaufort Memorial Hospital for the development of affordable/workforce housing and medical facilities.

OPTIONS FOR COUNCIL MOTION:

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO (*Motion to approve/deny recommendation and Move forward to County Council for first reading*)

MOVE FORWARD TO COUNCIL FOR FIRST READING ON AUGUST 26, 2024; a public hearing is required

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Beaufort County (“County”) recognizes that workforce and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, Beaufort Memorial Hospital (“BMH”) has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton (“Town”) has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

WHEREAS, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the “Property”. The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County’s goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

WHEREAS, the County desires to support BMH and the Town’s goals by conveying the Property to BMH for One and 00/100 (\$1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

WHEREAS, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; and 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to BMH to develop workforce and affordable housing as well as improved access to healthcare.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

ORDINANCE 2023/14

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF REAL
PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY**

WHEREAS, Beaufort County ("County") recognizes that work force and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, the County has identified real property in the southern portion of Beaufort County located conveniently near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed work force and affordable housing; and

WHEREAS, the real property identified by the County includes a parcel consisting of approximately 10.09 acres with TMS No. R610 030 000 0712 0000 and an address of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property"; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property below the fair market value in the amount of Three million Six Hundred Thousand (\$3,600,000) Dollars plus closing costs with funds from the General Fund-Fund Balance; 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 in order to provide citizens of Beaufort County with work force and affordable housing.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$3,600,000 plus closing costs as described above for the purchase of real property located at 333 & 335 Buckwalter Parkway.

DONE this 27th day of March 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:



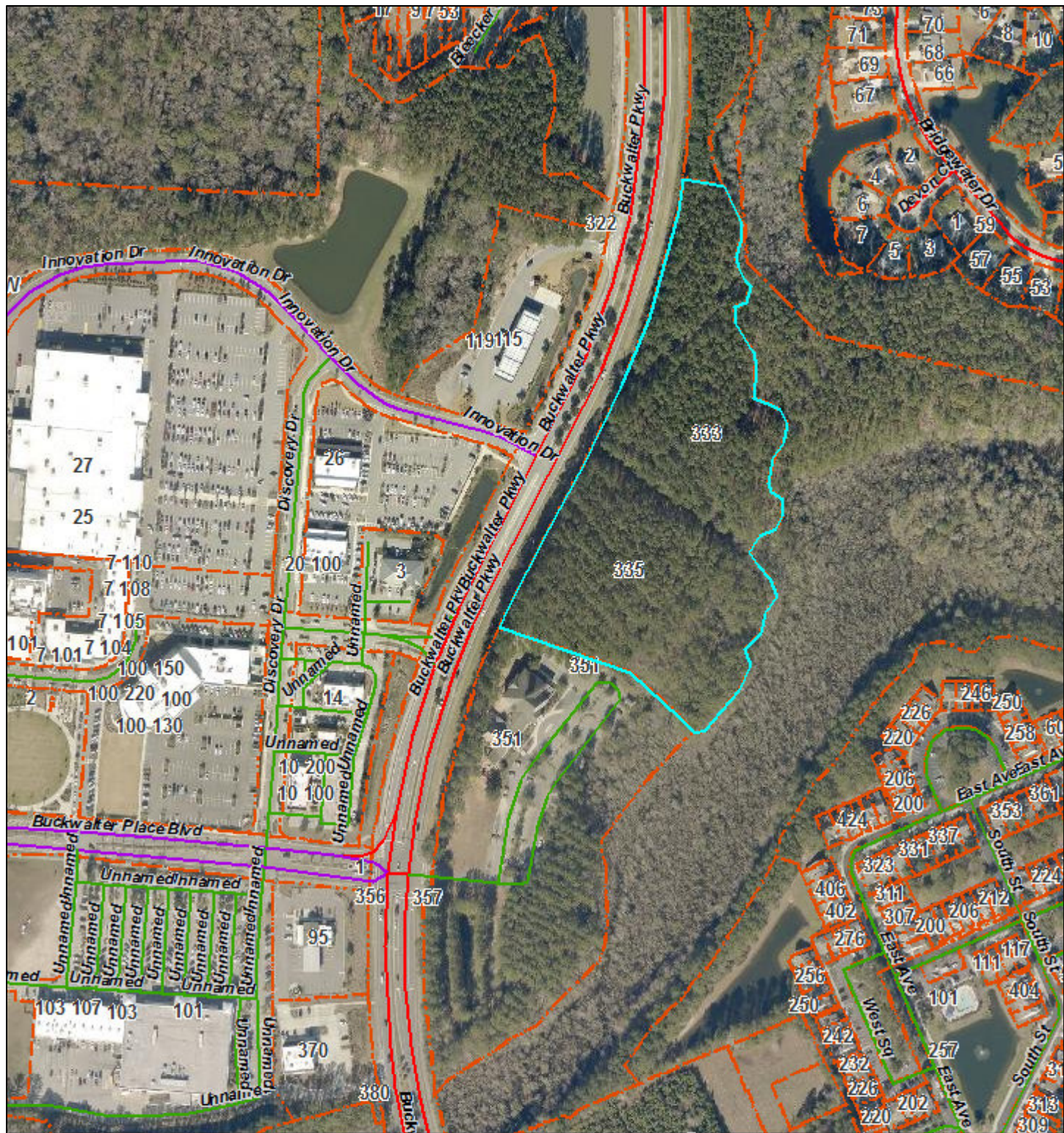
Sarah W. Brock, Clerk to Council

Third and Final Reading: March 27, 2023 / Vote 11:0

Public Hearing: March 13, 2023

Second Reading: March 13, 2023 / Vote 11:0

First Reading: February 27, 2023 / Vote 10:0



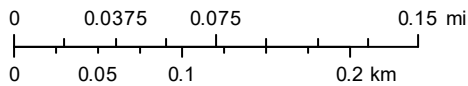
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1:4,514

Road Classifications

- UNCLASSED
- COUNTY, PAVED
- PRIVATE, PAVED
- MUNICIPAL, PAVED

- LiveParcels
- Red: Band_1
- Green: Band_2
- Blue: Band_3





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 4.

ITEM TITLE:
Recommendation of a Change Order to Davis & Floyd for RFP#092420TE Lady's Island Access Roads Design and Engineering (\$556,644)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – September 16, 2024
PRESENTER INFORMATION:
Jared Fralix, ACA – Infrastructure (5 mins)
ITEM BACKGROUND:
March 3, 2021, Beaufort County entered a contract with Davis & Floyd for the design and engineering of the 2018 One Cent Transportation Sales Tax projects known as the Lady's Island Access Roads for the amount of \$2,518,136.52: \$2,289,214.52 contract value with a contingency of \$228,922. The projects include Hazel Farm Road and S-7-497 Gay Drive, Lady's Island Middle School Access Road, S-7-186 Sunset Boulevard and S-7-187 Miller Drive West, Meadowbrook Drive Extension, Mayfair Court Extension, and US 21 Airport Frontage Road Phase 2. As prior change orders have been executed throughout the development of the projects, the contingency amount has been depleted and an increase in the budget is being requested.
PROJECT / ITEM NARRATIVE:
Throughout the development of the projects, modifications have been needed to cover additional work such as survey, stormwater investigation and design, public meeting participation, subsurface utility engineering, utility coordination, and right of way acquisition that have changed from the original scope of work. Staff has shifted project budgets from those on hold to those in development, however; additional funds are needed to complete the contract for public involvement, right-of-way appraisals and design, and final roadway design.
FISCAL IMPACT:
The change order request of \$226,644 plus a contingency request of \$330,000 bringing the total increase to \$556,644 and overall budget to \$3,074,780.52 to complete the 4 projects mentioned above. The additional contingency accounts for any unforeseen overages in right of way design as acquisition begins and the development of final construction plans. The funding for this is the 2018 One Cent Transportation Sales Tax account 4705-80-0000-54500-LIMP with a balance of \$20,639,776.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the change order to Davis & Floyd for RFP#092420TE Lady's Island Access Roads Design and Engineering of \$556,644.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the Recommendation of a Change Order to Davis & Floyd for RFP#092420TE Lady's Island Access Roads Design and Engineering of \$556,644. <i>Move forward to County Council as the total contract budget increases to \$3,074,780.52.</i>

Lady's Island Access Road Summary of new Modification and Suggested Contingencies

Revisions to January 2024 Mod		
Public Involvement	\$40,000	PI was removed and now added back to scope. Two projects completed and average about \$10k each
ROW Appraisal Adjustment	\$107,000	\$193,750 in savings was aggressive after discussing with Michael Baker. Revised estimated saving of \$86,750 (\$193,750-107,000) in savings using cost estimates instead of appraisals
Contingency	\$79,644	Contingency was included in original mod but not included in PO
Total Correction	\$226,644	New Mod for DF contract

Suggested Contingencies		
Additional ROW Design Effort	\$70,000	Multiple ROW Plan review and comments on all projects with DOT review still pending on 2 projects.
Final Roadway Design	\$110,000	Currently only have budget \$75,000 for Final Roadway design on all 4 projects. Preliminary and ROW plan production current effort is \$589,000 and still working through comments. This is over 4 times what was originally estimated. Hopefully the work put into ROW plans provide for quicker Final Design review process and completion but we expect that the current budget will not be enough.
Contingency	\$150,000	Suggest additional contingency (~5%)
Total Contingency	\$330,000	Contingency added to overall County budget (not DF contract)

January 11, 2024

Brittanee Bishop
Program and Finance Manager
Beaufort County Engineering
104 Industrial Village, Building 3
Beaufort, SC 29906

Re: Lady's Island Access Road Projects
Proposal
DJF Job Number: 031946.00

Dear Brittanee,

As discussed, enclosed is the Lady's Island Access Road project information regarding the current design schedule, additional effort to date and proposed solution for completing the four roadway projects. We appreciate the opportunity to work with you and the Beaufort County Team on these very important projects. Please do not hesitate to call with any questions.

Yours truly,

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

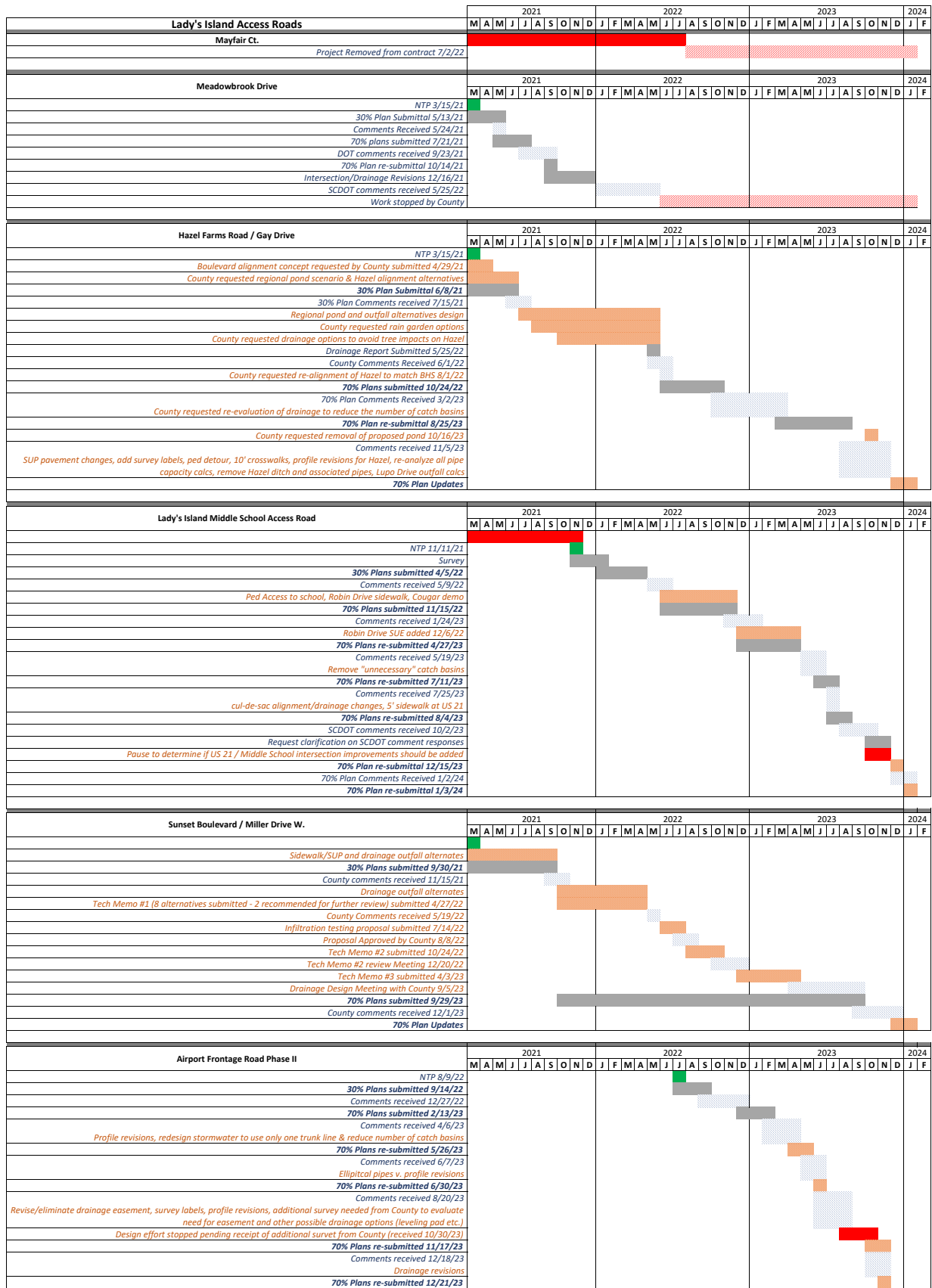


D. Brice Urquhart, PE
Vice President | Transportation

Enclosures: Proposal

cc: Bryan Webb, PE, PTOE, RSP₂₁
Lindsey Keziah, PE

Lady's Island Access Roads Project Timeline
D\F Project 31946.00
Updated 1/11/24



Lady's Island Middle school (31946.00 Phase 4000)
Additional Services Analysis

Task	D F Project Budget	D F Effort To-Date ¹	Budget Remaining
Project Management	\$15,715.63	\$31,303.75	(\$15,588.12)
Surveys	\$8,263.99	\$9,518.87	(\$1,254.88)
Utility Coordination	\$21,092.82	\$12,662.50	\$8,430.32
Preliminary Plan Design	\$16,249.99	\$18,033.50	(\$1,783.51)
Right-of-Way Plan Design	\$23,225.09	\$30,131.25	(\$6,906.16)
Hydraulic & Hydrologic Design	\$27,036.14	\$38,291.00	(\$11,254.86)
Public Involvement	\$7,120.33	\$0.00	\$7,120.33
Geotech/Pavement Design	\$1,482.58	\$1,080.50	\$402.08
Final Construction Plans	\$38,123.19	\$93,015.50	(\$54,892.31)
Landscape/Lighting Plans	\$8,743.29	\$2,950.91	\$5,792.38
Construction Bid Phase Services	\$7,550.04	\$0.00	\$7,550.04
Permitting	\$12,538.52	\$6,772.00	\$5,766.52
R/W Acquisition	\$5,259.99	\$46.00	\$5,213.99
Subsurface Utility Engineering (SUE)	\$1,482.58	\$966.00	\$516.58
Construction Phase Services	\$11,880.44	\$0.00	\$11,880.44
	\$205,764.62	\$244,771.78	

1. Effort through 1/6/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$15,588.12
Survey	Sidewalk and SUP Connectivity to School	\$3,082.50
Preliminary Plan Design	Alignment revisions requested by County 1/21/22	\$4,434.00
R/W Plan Design	Alignment Adjustments and addition of Stantec design elements	\$2,055.00
	Revisions to address comments on Preliminary Plan Submittal 4/5/22	\$6,234.50
	Sidewalk and SUP Connectivity to School	\$7,319.00
Hydraulic & Hydrologic Design	Two Drainage options submitted to County 5/11/22	\$685.00
	Drainage revisions based on comments from R/W submittal #1 (1/24/23 - 4/27/23)	\$6,850.00
	Drainage revisions based on comments from R/W submittal #2 (5/19/23 - 7/11/23)	\$5,274.50
	Revisions based on SCDOT comments (staging, turn lane revisions, etc.) (10/2/23 - 12/16/23)	\$411.00
Final Design Plans ¹	Revisions based on comments from R/W submittal #1 (11/15/22 - 5/11/23)	\$12,494.50
	Revisions based on comments from R/W submittal #2 (5/11/23 - 7/11/23)	\$14,710.00
	Revisions based on comments from R/W submittal #3 (7/25/23 - 8/4/23)	\$5,137.50
	Revisions based on comments from other projects (8/4/23 - 10/2/23)	\$5,480.00
	Revisions based on SCDOT comments (staging, turn lane revisions, ISD, etc.) (10/2/23 - 12/16/23)	\$44,492.00
		\$134,247.62

* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on R/W Plan Submittals	
R/W Submittal #1 (11/15/22)	Add TOC profiles, revise drainage to reduce number of catch basins, modify sidewalk profiles
R/W Submittal #2 (4/27/23)	R/W revisions on various tracts, easement revisions, driveway profile edits, requests to move CB/DI, update to reflect Stantec design at US 21, NPDES revisions, cul-de-sac design revisions, edits to avoid tree impacts
R/W Submittal #3 (7/11/23)	Driveway profile updates, cul-de-sac design revisions, remove SUP at Cougar/US 21 and add sidewalk add R/W for drainage structures, modify fill slopes to minimize tree impacts
R/W Submittal #4 (8/7/23)	Construction staging (alignment between LIMS and Gay Drive + US 21 modifications)

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
				Addn Scope to Date	Remaining Effort
Project Management	\$15,715.63	\$31,303.75	(\$15,588.12)	\$15,588.12	\$9,960.00
Surveys	\$8,263.99	\$9,518.87	(\$1,254.88)	\$3,082.50	\$0.00
Preliminary and ROW Plan Design*	\$39,475.08	\$141,180.25	(\$101,705.17)	\$102,356.50	\$20,204.00
Hydraulic & Hydrologic Design	\$27,036.14	\$38,291.00	(\$11,254.86)	\$13,220.50	\$7,504.00
Contract Modification Request				\$171,915.62	

* Includes Future DF final design of Stantec intersection improvements

Lady's Island Middle school (31946.00 Phase 4000)
Additional Services Analysis

D F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)			Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
Task		Additional Services Through 1/6/24	\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		
0001	Project Management	Additional meetings (12 progress meetings in scope) + Monthly invoices/summary reports + Project Coordination							\$15,588.12
0002	Survey	Additional Survey to tie to school sidewalk		22.50				22.50	\$3,082.50
0004	Preliminary Design	Shift alignment of LIMS/US 21 for 0 degree offset	12.00			17.25		29.25	\$4,434.00
0005	R/W Plan Design	Alignment Adjustments and addition of Stantec design elements		15.00				15.00	\$2,055.00
		Revisions to address comments on Preliminary Plan Submittal 4/5/22		44.50		0.75		45.25	\$6,234.50
		Sidewalk and SUP Connectivity to School		41.00		9.25		50.25	\$7,319.00
		Two Drainage options submitted to County 5/11/22		5.00				5.00	\$685.00
0006	H&H	Drainage revisions based on comments from R/W submittal #1 (1/24/23 - 4/27/23)		50.00				50.00	\$6,850.00
		Drainage revisions based on comments from R/W submittal #2 (5/19/23 - 7/11/23)		38.50				38.50	\$5,274.50
		Revisions based on SCDOT comments (staging, turn lane revisions, etc.) (10/2/23 - 12/16/23)		3.00				3.00	\$411.00
		Revisions based on comments from R/W submittal #1 (11/15/22 - 5/11/23)		86.50		3.50		90.00	\$12,494.50
0009	Final Design ¹	Revisions based on comments from R/W submittal #2 (5/11/23 - 7/11/23)		102.00		4.00		106.00	\$14,710.00
		Revisions based on comments from R/W submittal #3 (7/25/23 - 8/4/23)		37.50				37.50	\$5,137.50
		Revisions based on comments from other projects (8/4/23 - 10/2/23)		40.00				40.00	\$5,480.00
		Revisions based on SCDOT comments (staging, turn lane revisions, ISD, etc.) (10/2/23 - 1/8/24)		242.00	36.00	28.75		306.75	\$44,492.00
		On-going - Remaining Services							839
0001	Project Management	Additional Project Management Services to Complete Project				24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Additional Comments/Response from SCDOT Review - Add Stantec Design to DF Final Design		80.00	32.00	16.00	4.00	132.00	\$20,204.00
0006	H&H	Additional Comments/Response from SCDOT Review & Final Drainage Report	40.00	12.00		4.00	4.00	60.00	\$7,504.00
								240	\$37,668.00
Total									\$171,915.62

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Hazel Farms Road / Gay Drive (31946.00 Phase 3000)
Additional Services Analysis

Task	D F Project Budget	D F Effort To-Date ¹	Budget Remaining
Project Management	\$15,715.63	\$23,030.31	(\$7,314.68)
Surveys	\$6,406.51	\$6,648.19	(\$241.68)
Utility Coordination	\$32,984.74	\$15,058.76	\$17,925.98
Preliminary Plan Design	\$10,793.83	\$11,971.75	(\$1,177.92)
Right-of-Way Plan Design	\$20,057.30	\$48,608.25	(\$28,550.95)
Hydraulic & Hydrologic Design	\$21,182.44	\$95,020.00	(\$73,837.56)
Public Involvement	\$7,120.33	\$0.00	\$7,120.33
Geotech/Pavement Design	\$3,199.69	\$1,402.50	\$1,797.19
Final Construction Plans	\$20,626.53	\$70,649.50	(\$50,022.97)
Landscape/Lighting Plans	\$9,161.36	\$1,176.91	\$7,984.45
Construction Bid Phase Services	\$7,550.04	\$0.00	\$7,550.04
Permitting	\$11,189.63	\$2,290.00	\$8,899.63
R/W Acquisition	\$13,498.03	\$1,450.50	\$12,047.53
Subsurface Utility Engineering (SUE)	\$1,482.58	\$332.75	\$1,149.83
Construction Phase Services	\$13,061.17	\$0.00	\$13,061.17
Traffic Signal	\$3,171.90	\$1,581.50	\$1,590.40
	\$197,201.71	\$279,220.92	

1. Effort through 1/6/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$7,314.68
Survey	Additional survey for Hazel Farm alignment options, bioswale, new stormwater pond	\$1,516.00
Preliminary Plan Design	Regional Pond, Boulevard Concept, and Hazel Farm Alignment Alternatives (3/15/21 - 6/8/21)	\$5,725.00
R/W Plan Design	R/W revisions, alignment updates, Starbucks updates (4/15/21 - 10/24/22)	\$16,222.50
Hydraulic & Hydrologic Design	Regional Pond / Raingarden Alternatives (3/15/21 - 6/8/21)	\$4,202.00
	Regional Pond / Raingarden Alternatives (6/8/21 - 9/22/21)	\$16,602.00
	Detention alternatives between SUP and trees (9/22/21 - 10/19/21)	\$4,291.00
	Drainage updates based on additional pond survey and alignment revisions (9/15/21 - 1/6/22)	\$9,001.00
	Drainage updates based on comments on Drainage Report (6/1/22 - 8/25/23)	\$25,490.75
	Drainage updates based on County's direction to remove detention pond / Staging with LIMS	\$9,515.50
Final Plans ¹	Revisions based on comments from R/W submittal #1 (3/23/23 - 8/25/23)	\$34,416.25
	Revisions based on comments from other roadway submittals	\$10,017.75
		\$144,314.43

* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on Plan Submittals	
30% Submittal (6/8/21)	Move SUP to follow road and not avoid trees, move R/W limits to standard offset from shoulder break, consider rain gardens
R/W Submittal #1 (10/20/22)	Drainage analysis/design for rain garden, revise spread calculations and check to see if quantity of catch basins can be reduced, updated pond details, bioretention pond analysis
R/W Submittal #2 (8/25/23)	Re-assess spread calculations and inlet placement, additional analysis for ditches, revise crosswalk/ramp widths, modify road profile, revise Starbucks's access per revised drawings.

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
Project Management	\$15,715.63	\$23,030.31	(\$7,314.68)	Addn Scope to Date	Remaining Effort
Surveys	\$6,406.51	\$6,648.19	(\$241.68)	\$1,516.00	\$0.00
Preliminary Plan and ROW Plan Design	\$30,851.13	\$131,229.50	(\$100,378.37)	\$66,381.50	\$14,964.00
Hydraulic & Hydrologic Design	\$21,182.44	\$95,020.00	(\$73,837.56)	\$69,102.25	\$14,544.00
Contract Modification Request				\$183,782.43	

Hazel Farms Road / Gay Drive (31946.00 Phase 3000)
Additional Services Analysis

D\F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)				Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
Task		Additional Services Through 1/8/24		\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		
0001	Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline								\$7,314.68
0002	Survey	Additional survey for Hazel Farm alignment options, bioswale, new stormwater pond			2.50		5.75	0.50	8.75	\$1,516.00
0004	Preliminary Design	Regional Pond, Boulevard Concept, and Hazel Farm Alignment Alternatives (3/15/21 - 6/8/21)		3.00	18.50		15.00	0.50	37.00	\$5,725.00
0005	R/W Plan Design	R/W revisions, alignment updates, Starbucks updates (4/15/21 - 10/24/22)		11.00	89.50		15.25		104.75	\$16,222.50
0006	H&H	Regional Pond / Raingarden Alternatives (3/15/21 - 6/8/21)				10.75	8.00	4.00	22.75	\$4,202.00
		Regional Pond / Raingarden Alternatives (6/8/21 - 9/22/21)		33.50	77.50	4.00	8.50	1.00	91.00	\$16,602.00
		Detention alternatives between SUP and trees (9/22/21 - 10/19/21)		6.50	24.50	1.50			26.00	\$4,291.00
		Drainage updates based on additional pond survey and alignment revisions (9/15/21 - 1/6/22)		28.00	27.00	10.50	3.25		40.75	\$9,001.00
		Drainage updates based on comments on Drainage Report (6/1/22 - 8/25/23)		112.25	72.50		20.50		93.00	\$25,490.75
		Drainage updates based on County's direction to remove detention pond / Staging with LIMS		46.00	31.00		0.50	1.50	33.00	\$9,515.50
0009	Final Design ¹	Revisions based on comments from R/W submittal #1 (3/23/23 - 8/25/23)		8.00	178.25	54.50			232.75	\$34,416.25
		Revisions based on comments from other roadway submittals			67.75		4.00		71.75	\$10,017.75
Task				On-going - Remaining Services					761.50	\$144,314.43
0001	Project Management	Additional Project Management Services to Complete Project					24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Finalize Remaining Changes/Additional Comments/Response from SCDOT Review			40.00	40.00	10.00	4.00	94.00	\$14,964.00
0006	H&H	Finalize Remaining Changes /Additional Comments/Response from SCDOT Review & Final Drainage Report		60.00	40.00		10.00	4.00	114.00	\$14,544.00
1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase									256	\$39,468.00

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Sunset Boulevard / Miller Drive W. (31946.00 Phase 5000)
Additional Services Analysis

Task	D F Project Budget	D F Effort To-Date ¹	Budget Remaining
Project Management	\$15,715.73	\$27,019.06	(\$11,303.33)
Surveys	\$6,406.50	\$6,450.00	(\$43.50)
Utility Coordination	\$32,984.65	\$7,774.25	\$25,210.40
Preliminary Plan Design	\$11,608.39	\$21,086.25	(\$9,477.86)
Right-of-Way Plan Design	\$24,858.33	\$29,397.00	(\$4,538.67)
Hydraulic & Hydrologic Design	\$27,162.49	\$90,502.25	(\$63,339.76)
Public Involvement	\$7,120.33	\$0.00	\$7,120.33
Geotech/Pavement Design	\$1,482.58	\$1,585.50	(\$102.92)
Final Construction Plans	\$23,613.28	\$47,296.00	(\$23,682.72)
Landscape/Lighting Plans	\$11,965.02	\$0.00	\$11,965.02
Construction Bid Phase Services	\$7,550.03	\$0.00	\$7,550.03
Permitting	\$11,189.65	\$414.00	\$10,775.65
R/W Acquisition	\$21,512.48	\$0.00	\$21,512.48
Subsurface Utility Engineering (SUE)	\$1,482.58	\$390.50	\$1,092.08
Construction Phase Services	\$13,061.18	\$0.00	\$13,061.18
Traffic Signal	\$3,171.90	\$0.00	\$3,171.90
	\$220,885.12	\$231,914.81	

1. Effort through 1/6/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$11,303.33
Preliminary Plan Design	Review additional Survey and evaluate drainage options	\$548.00
	Design effort to avoid/minimize tree impacts	\$1,918.00
	Address Comments on 30% Design Plans	\$5,548.50
R/W Plan Design	Address Comments on 30% Design Plans	\$2,603.00
Hydraulic & Hydrologic Design	Drainage Alternatives/Tech Memo #1 (11/15/21 - 4/27/22)	\$20,498.00
	Infiltration Analysis/Tech Memo #2 (4/28/22 - 10/24/22)	\$13,769.00
	Tech Memo #3 (10/25/22 - 4/3/23)	\$23,353.75
Final Plans ¹	Revised ROW plans to reflect drainage updates	\$16,519.25
	Design updates to reflect County comments received 12/6/23	\$24,200.50
		\$120,261.33

* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on Plan Submittals	
30% Submittal (9/30/21)	revised driveways to drop curb type, added tree labels, added sidewalk shading, roundabout updates
R/W Submittal #1 (9/29/23)	R/W revisions, drainage revisions, SUP alignment revisions, modifications to minimize tree impacts

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
				Mod Request	Remaining Effort
Project Management	\$15,715.73	\$27,019.06	(\$11,303.33)	\$11,303.33	\$9,960.00
Preliminary and ROW Plan Design	\$36,466.72	\$97,779.25	(\$61,312.53)	\$51,337.25	\$20,444.00
Hydraulic & Hydrologic Design	\$27,162.49	\$90,502.25	(\$63,339.76)	\$57,620.75	\$20,844.00
Contract Modification Request				\$171,509.33	

Sunset Boulevard / Miller Drive W. (31946.00 Phase 5000)
Additional Services Analysis

D F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)			Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
Task	Additional Services Through 1/6/24								
0001	Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		\$11,303.33
		Review additional Survey and evaluate drainage options		4.00				4.00	\$548.00
0004	Preliminary Design	Design effort to avoid/minimize tree impacts		14.00				14.00	\$1,918.00
		Address Comments on 30% Design Plans		40.50				40.50	\$5,548.50
0005	R/W Plan Design	Address Comments on 30% Design Plans		19.00				19.00	\$2,603.00
		Drainage Alternatives/Tech Memo #1 (11/15/21 - 4/27/22)		99.00	3.75	30.50	3.00	136.25	\$20,498.00
0006	H&H	Infiltration Analysis/Tech Memo #2 (4/28/22 - 10/24/22)	70.5	19.50	7.75	11.75	1.00	110.50	\$13,769.00
		Tech Memo #3 (10/25/22 - 4/3/23)	81.75	52.50		28.00	10.50	172.75	\$23,353.75
0009	Final Plans ¹	Revised ROW plans to reflect drainage updates	20	53.25	9.00	30.50		112.75	\$16,519.25
		Design updates to reflect County comments received 12/4/23		138.75	6.50			145.25	\$24,200.50
On-going - Remaining Services								755	\$120,261.33
0001	Project Management	Additional Project Management Services to Complete Project				24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Finalize Remaining Changes/Additional Comments/Response from SCDOT Review		80.00	40.00	10.00	4.00	134.00	\$20,444.00
0006	H&H	Finalize Remaining Changes /Additional Comments/Response from SCDOT Review & Final Drainage Report	120.00	40.00		10.00	4.00	174.00	\$20,844.00
								356	\$51,248.00
								Total	\$171,509.33

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Airport Frontage Road (31946.00 Phase 6000)
Additional Services Analysis

Task	D F Project Budget	D F Effort To-Date ¹	Budget Remaining
Project Management	\$12,597.59	\$16,930.25	(\$4,332.66)
Surveys	\$4,169.55	\$1,166.50	\$3,003.05
Utility Coordination	\$1,542.77	\$0.00	\$1,542.77
Preliminary Plan Design	\$7,225.18	\$8,089.00	(\$863.82)
Right-of-Way Plan Design	\$10,900.29	\$47,293.50	(\$36,393.21)
Hydraulic & Hydrologic Design	\$16,338.22	\$25,153.50	(\$8,815.28)
Public Involvement	\$0.00	\$0.00	\$0.00
Geotech/Pavement Design	\$1,482.59	\$828.00	\$654.59
Final Construction Plans	\$11,955.27	\$18,082.25	(\$6,126.98)
Landscape/Lighting Plans	\$5,290.11	\$1,052.30	\$4,237.81
Construction Bid Phase Services	\$7,550.03	\$0.00	\$7,550.03
Permitting	\$7,283.11	\$368.00	\$6,915.11
R/W Acquisition	\$2,083.73	\$1,083.00	\$1,000.73
Construction Phase Services	\$11,674.57	\$0.00	\$11,674.57
	\$100,093.01	\$120,046.30	

1. Effort through 1/16/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$4,332.66
Preliminary Plan Design	New survey + Design revision from "T" intersection to curved roadway	\$3,039.50
R/W Plan Design ¹	Address comments on 30% plans (12/27/22 - 2/13/23)	\$13,280.50
	Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)	\$15,743.50
	Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)	\$5,959.50
	Address comments on 70% plan submittal 3 (8/20/23 - 11/17/23)	\$5,274.50
Hydraulic & Hydrologic Design	Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)	\$5,480.00
	Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)	\$2,329.00
Final Design Plans ¹	Address comments on 70% plan submittal 3 (8/20/23 - 11/17/23)	\$16,801.25
		\$72,240.41

* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on R/W Plan Submittals	
30% Submittal Comments (9/14/22)	Revise Taco Bell driveway, adjust width of grass buffer, add sidewalk
R/W Submittal #1 (2/13/23)	Change project name, add typical sections, revise drainage to reduce the number of catch basins, redesign drainage for only one trunk line
R/W Submittal #2 (5/26/23)	revise profile to eliminate elliptical pipe, R/W adjustments
R/W Submittal #3 (6/30/23)	Design speed questions, ISD comments, revise text sizes, revise drainage to include spreader pad

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
Project Management	\$12,597.59	\$16,930.25	(\$4,332.66)	Addn Scope to Date	Remaining Effort
Preliminary and ROW Plan Design	\$18,125.47	\$73,464.75	(\$55,339.28)	\$60,098.75	\$5,352.00
Hydraulic & Hydrologic Design	\$16,338.22	\$25,153.50	(\$8,815.28)	\$7,809.00	\$7,156.00
Contract Modification Request				\$94,708.41	

Airport Frontage Road (31946.00 Phase 6000)
Additional Services Analysis

D F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)			Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
Task	Additional Services Through 1/8/24		\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		
0001	Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline							\$4,332.66
0004	Preliminary Design	New survey + Design revision from "T" intersection to curved roadway		19.50		2.00		21.50	\$3,039.50
0005	R/W Plan Design	Address comments on 30% plans (12/27/22 - 2/13/23)		82.50		10.75		93.25	\$13,280.50
		Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)		103.50		8.50		112.00	\$15,743.50
		Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)		43.50				43.50	\$5,959.50
		Address comments on 70% plan submittal 3 (8/20/23 - 11/17/23)		38.50				38.50	\$5,274.50
0006	H&H	Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)		40.00				40.00	\$5,480.00
		Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)		17.00				17.00	\$2,329.00
0009	Final Design1	Address comments on 70% plan submittal 3 (8/20/23 - 12/21/23)		79.25	19.50	14.50		113.25	\$16,801.25
Task	On-going - Remaining Services							479	\$72,240.41
0001	Project Management	Additional Project Management Services to Complete Project				24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Additional Comments/Response from SCDOT Review		10.00	10.00	10.00	2.00	32.00	\$5,352.00
0006	H&H	Additional Comments/Response from SCDOT Review & Final Drainage Report		24.00		16.00	4.00	44.00	\$7,156.00
								124	\$22,468.00

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Total \$94,708.41

Lady's Island Access Road Projects

Potential Areas of Available Funding withn Current Contract

Meadowbrook Drive (Remaining Funds)	\$154,925.87
LIMS	
Public Involvement	\$7,120.33
Sub Budgets - Will not be used	\$15,410.85
Hazel Gay	
Public Involvement	\$7,120.33
Sub Budgets - Will not be used	\$42,126.06
Sunset Miller	
Public Involvement	\$7,120.33
Sub Budgets - Will not be used	\$35,005.73
ROW Acquisition	
Assume 50 of 100 Appraisals are not needed (Each Appraisal and Review = \$3875)	\$193,750.00
Remaining Contract Contingency	<u>\$79,644.37</u>
Total	\$542,223.87

Additional Effort

LIMS	\$171,915.62
Hazel Farm / Gay	\$183,782.43
Sunset/ Miller	\$171,509.33
Airport Road	<u>\$94,708.41</u>
Total	\$621,915.79

Total Additional Effort	\$621,915.79
Total Potential Funding Available	<u>-\$542,223.87</u>
Estimated Additional Funding Needed	\$79,691.92



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 5.

ITEM TITLE:
Recommend Approval of a transfer of funds between airport accounts and a Contract Award to Gulf Stream Construction for IFB#081424 Beaufort County Executive Airport Sitework Construction Services
MEETING NAME AND DATE:
Public Facilities and Safety Committee -September 19, 2024
PRESENTER INFORMATION:
Hank Amundson , Special Assistant to the Administrator & Jared Fralix, ACA Infrastructure (5 minutes)
ITEM BACKGROUND:
In the original Ordinance, from early 2022, accepting and planning the use of ARPA funds, Council allocated \$1,500,000 for use by the Airports. The Airport staff and Board planned the use of these funds for the construction of additional hangars at Beaufort Executive Airport. Planning and design for the site has proven to be more intense and has taken longer than anticipated. This effort will require the use of additional Airport funds in order to complete the site work. This site work makes the vertical construction possible.
PROJECT / ITEM NARRATIVE:
The Beaufort County Executive Airport plans to expand its hangar capacity by adding three new hangar buildings and one existing building expansion to increase its hangar capacity to house approximately 23 additional airplanes. IFB#081424 was issued on July 11, 2024. It was open for 30 days. Bids were due August 26, 2024 due to a slight weather delay. Three bids were received. All three bids were responsive. Gulf Stream Construction was the lowest responsive bidder. Staff recommends the awarding this contract to perform prescribed and designed site to Gulf Stream Construction in the amount of \$2,081,619.74.
FISCAL IMPACT:
Funding will consist of the remaining \$1,313,900 of the allocated ARPA funds (Acct# 2330-10-0000-59100) and the difference of \$788,593.69 will be covered by the Airports' Pooled Cash Account (Acct# 5400-90-0000-10400) once the transfer is approved and executed. Current Balance in the Pooled cash account from which the transfer is funded is \$2,102,493.69 .
STAFF RECOMMENDATIONS TO COUNCIL:
Staff Recommends approval of a transfer of funds from Hilton Head Airport Pooled Cash Acct to the Beaufort Executive Airport Capital Account in the amount of \$800,000 and the awarding of the site work Contract to Gulf Stream Construction for Award of IFB #081424 in the Amount of \$1,982,494.99 plus Contingency of 5% (\$99,124.75) for a total of \$2,081,619.74
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award to Gulf Stream Construction for IFB #081424 Beaufort Executive Airport Hangar Expansion Sitework Construction Package. <i>Next Step: Move forward to County Council to award to Gulf Stream Construction for IFB #081424 Beaufort Executive Airport Hangar Expansion Sitework Construction Package.</i>

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 5.



Project Name:	Beaufort Executive Airport Hangar Expansion - Civil Construction
Project Number:	IFB 081424
Project Budget:	
Bid Opening Date:	26-Aug-24
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price	
Cleland	X	X	X	X	Self Performing	Self Performing	\$ 2,547,083.36	Total
							\$ 45,995.00	Alternates Fire Hydrant Assembly & Connection
Gulf Stream	X	X	X	X	X	X	\$ 1,982,494.99	Total
							\$ (45,000.00)	Alternates Stockpile Excess Soils Onsite in Lieu of Hauling Off.
Quality Enterprises	X	X	X	X	X	X	\$ 4,602,700.00	Total
							\$ 39,300.00	Alternates Fire Hydrant.
<p>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.</p>								

Bid Administrator Signature

Victoria Moyer
Bid Recorder

8/26/2024

282

IFB # 081424

Beaufort County Executive Airport Hangar Expansion -Civil Bid Package
Schedule of Values

Item No.	Description of Work	Scheduled Value (Include Sales Tax as Appropriate)
1	General Conditions (Bonds, Insurance, & Supervision)	\$ 98,916.72
2	Permits, Business Lic.	\$ 10,688.18
3	Mobilization	\$ 28,510.43
4	Testing, Staking & Layout	\$ 22,566.06
5	Sitework (Site Prep, Utility locate Services)	\$ 52,738.86
6	Silt Fencing	\$ 4,170.00
7	Erosion Control Recording and Reporting	\$ 17,600.00
8	Mucking & Fill	\$ 223,772.64
9	Stormwater Structures & Installation (RCP)	\$ 72,792.50
10	Asphalt Demolition	\$ 2,980.70
11	Site Demolition	\$ 57,459.39
12	Clearing & Grading	\$ 117,953.00
13	Rain Garden BMP's	\$ 47,417.33
14	Subgrade Stormwater Chambers	\$ 549,759.93
15	Roadway Prep & Asphalt Paving	\$ 454,641.55
16	Building Pad Fill & Compaction	\$ 117,476.85
17	Fine Grading & Cleanup	\$ 40,260.15
18	Water & Electrical Stub Up (for future use)	\$ 21,616.80
19	Grassing, Mulching, & Landscaping	\$ 27,554.80
20	As-Built Survey	\$ 13,619.10
21		
22		
23		
24		
25		
26	Total	\$ 1,982,494.99

27	Voluntary Alternates	\$
28	Stockpile Excess Soils Onsite in Lieu of Hauling Off	\$ -45,000.00
29		\$
Grand Total with Alternates		\$ 1,937,494.99

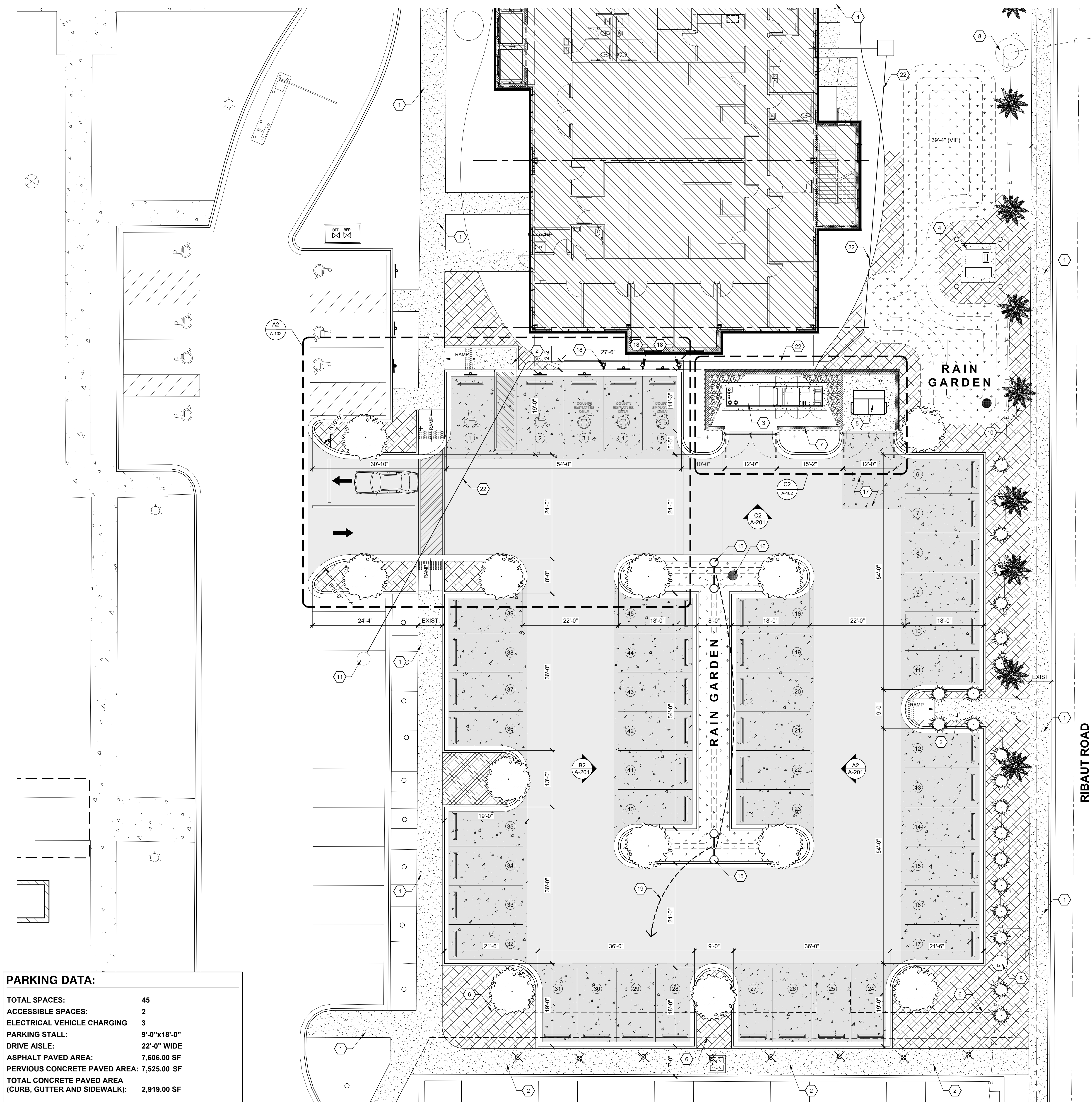
Listed prices shall be guaranteed for ninety days.
Contractor shall complete all work within 240 calendar days from Notice to Proceed.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 6.

ITEM TITLE:
RECOMMEND APPROVAL of Contract Award to Gulf Stream Construction for IFB#072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project (\$880,546.77)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Robert Gecy, Project Manager Capital Projects (5 mins.)
ITEM BACKGROUND:
In August of 2023 this project was initially put out for bid with a budget of \$900,000 and received 2 bids in the amount of \$929,015 and \$1,128,426. Due to infrastructure delays, the demolition of the Old Arthur Horne Building and Parking Lot project were put on hold. Additional funding of \$228,426 was requested for FY25 to allow for possible increases in materials and labor. The project was put back out for bid and on July 29 th we received 2 bids in the amount of \$688,000 and \$880,546.77. The low bidder (who previously bid \$1,128,426 in 2023) was disqualified due to improper licensing and Gulf Stream Construction was chosen at \$880,546.77.
PROJECT / ITEM NARRATIVE:
This project is the final construction phase of the New Arthur Horne Building Complex. The second half of the Old Arthur Horne Building was demolished in May 2024 and the new parking lot will be constructed on the now vacant site. It will add 45 new parking spaces and sidewalks to the existing overcrowded parking lot shared by the Sheriff's Dept, Detention Center and Arthur Horne Building.
FISCAL IMPACT:
The contract fee is for materials and construction in the amount of \$880,546.77. Staff recommends a 10% contingency of \$88,054.67, bringing the project's total cost to \$968,601.44. The funding for this project will be from the 2020 General Obligation Bond - Buildings and Renovations with account number 4012-80-0000-54420 and a balance of \$3,418,226.00.
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval to award Gulf Stream Construction for IFB #072224 Beaufort County Government Center (New Arthur Horne) Parking Lot in the amount of \$880,546.77 with a contingency of 10% (88,054.67) for a total request of \$968,601.44</i>
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny recommendation to award Gulf Stream Construction for IFB#072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project</i> <i>Next Step: Move forward to County Council to award Gulf Stream Construction for IFB#072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project on August 26, 2024.</i>



PARKING DATA:	
TOTAL SPACES:	45
ACCESSIBLE SPACES:	2
ELECTRICAL VEHICLE CHARGING	3
PARKING STALL:	9'-0"x18'-0"
DRIVE AISLE:	22'-0" WIDE
ASPHALT PAVED AREA:	7,606.00 SF
PERVIOUS CONCRETE PAVED AREA:	7,525.00 SF
TOTAL CONCRETE PAVED AREA (CURB, GUTTER AND SIDEWALK):	2,919.00 SF

A2 NEW PARKING LOT PLAN
1" = 10'-0"

GENERAL NOTES:

- A. THIS DRAWING AND DRAWING AC-101 ARE SUPPLEMENTARY TO THE CIVIL DRAWINGS. IN THE EVENT OF CONFLICT THE MORE RESTRICTIVE CONDITION RULES

SHEET KEY NOTES:

- EXISTING CONCRETE SIDEWALK TO REMAIN. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
- NEW CONCRETE SIDEWALK
- EXISTING GENERATOR TO REMAIN
- TRANSFORMER LOCATION SERVING NEW OFFICE BUILDING
- DUMPSTER
- EXISTING SIDEWALK TO BE REMOVED
- MASONRY SCREEN WALL TO MATCH BUILDING
- EXISTING ELECTRICAL POLE WITH 1,500 KV OVERHEAD POWER LINES
- NOT USED
- EXISTING LIGHT POLE
- EXISTING TELECOMMUNICATIONS MANHOLE
- STOP SIGN
- 6" STEEL BOLLARD
- NOT USED
- LIGHT POLE W/ TWO (2) LIGHT FIXTURES. SEE DETAIL A5 / A-202
- STORM SEWER INLET TO COORDINATE WITH LIGHT POLES
- 25' CONCRETE APRON IN FRONT OF DUMPSTER ENCLOSURE
- EV CHARGING STATION. COUNTY EMPLOYEE ONLY (NOT FOR PUBLIC USE)
- CONNECT NEW LIGHT FIXTURES TO NEAREST ADJACENT PARKING LOT LIGHT CIRCUIT OR TO TRANSFORMER. NEW PARKING LOT LIGHT TO BE PHOTOCELL ACTIVATED
- 4" EV CHARGING STATION PAD TO BE COORDINATED WITH COUNTY PROVIDED CHARGING STATIONS. SEE DETAIL A6 / A-102
- (4) EXISTING, 4" BURIED TELECOMMUNICATIONS CONDUIT. FIELD VERIFY LOCATION PRIOR TO BEGINNING WORK
- APPROXIMATE LOCATION OF EXISTING ELECTRICAL SERVICE. FIELD VERIFY LOCATION PRIOR TO BEGINNING WORK

VEHICLE CHARGING STATIONS:

- THE CONTRACTOR IS RESPONSIBLE FOR THE ELECTRIC VEHICLE CHARGING STATION CONCRETE PAD (SHOWN IN MORE DETAIL ON DRAWING A-102) AND FOR INSTALLATION OF THREE (3) 4" SCHEDULE 40 ELECTRICAL (GRAY) CONDUIT FROM THE PAD TO THE EXISTING TRANSFORMER (NORTH OF THE RAIN GARDEN)
- PROVISION AND INSTALLATION OF THE CHARGING STATIONS WILL BE BY OTHERS. UNDER A SEPARATE CONTRACT
- THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE OWNER'S CHARGING STATION SPECIFICATIONS AND INSTALLATION DETAILS AND FOR COORDINATING WITH THE CHARGING STATION VENDOR AND INSTALLER
- EACH CONDUIT IS TO BE STUBBED UP THROUGH THE CHARGING STATION CONCRETE PAD (BEHIND THE CHARGING STATIONS)
- CONDUIT WILL HAVE TO BE RUN UNDER THE NEW PARKING LOT TO AVOID CONFLICTS WITH EXISTING UNDERGROUND UTILITIES. VERIFY THE EXISTING A. HORNE BUILDING AND THE EXISTING GENERATOR. EACH CONDUIT RUN IS ONE HUNDRED AND EIGHTY (180) LINEAR FEET
- CONDUIT ARE TO BE BURIED A MINIMUM OF 18" DEEP AND SHALL BE PROVIDED WITH RED, "CAUTION BURIED ELECTRIC" DETECTABLE BURIAL TAPE. PROVIDE 5" GALVANIZED, 36" SWEEPS FOR TIE-IN AT THE EXISTING TRANSFORMER
- THE OWNER'S ELECTRIC VEHICLE CHARGING STATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE CHARGING STATIONS, PULLING WIRE THROUGH THE CONDUIT, CONNECTION OF THE CHARGING STATIONS AND CONNECTION TO THE EXISTING TRANSFORMER
- ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AND THE NATIONAL ELECTRICAL CODE
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING BURIED UTILITY LINES

PARKING LOT LIGHTING:

- THE CONTRACTOR SHALL WIRE THE TWO (2) NEW PARKING LOT LIGHTS TO THE EXISTING TRANSFORMER. WIRING SHALL BE INSTALLED IN 4" SCHEDULE 40 ELECTRICAL (GRAY) CONDUIT
- THE TOTAL CONDUIT RUN FROM THE TRANSFORMER AND THEN BETWEEN THE LIGHTS IS THREE HUNDRED AND FIFTEEN (315) LINEAR FEET
- CONDUIT ARE TO BE BURIED A MINIMUM OF 18" DEEP AND SHALL BE PROVIDED WITH RED, "CAUTION BURIED ELECTRIC" DETECTABLE BURIAL TAPE. PROVIDE 5" GALVANIZED, 36" SWEEPS FOR TIE-IN AT THE EXISTING TRANSFORMER
- WIRE SIZE SHALL BE BASED ON THE REQUIREMENTS OF THE LIGHT FIXTURE SUBMITTED BY THE CONTRACTOR
- ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AND THE NATIONAL ELECTRICAL CODE
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING BURIED UTILITY LINES

LEGEND:

- EXISTING 3-STORY COUNTY OFFICE BUILDING
- NEW ASPHALT PAVING
- NEW PERVIOUS CONCRETE PAVING
- EXISTING TREE TO BE REMOVED. REMOVE STUMP IN ITS ENTIRETY AND BACKFILL
- SOD (ZOYSIA)
- EXISTING PALMETTO TREE TO BE PROTECTED
- STORM SEWER INLET

LANDSCAPING SHOWN ON THIS PLAN IS FOR REFERENCE ONLY SEE SHEET AL-101 FOR LANDSCAPING PLAN

CONTRACTOR SHALL SURVEY AND BE AWARE OF EXISTING 115KV POWER LINES ALONG RIBAUT ROAD. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM ALL SETBACKS WITH SCE&G PRIOR TO STARTING ANY WORK. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS

THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING WORK

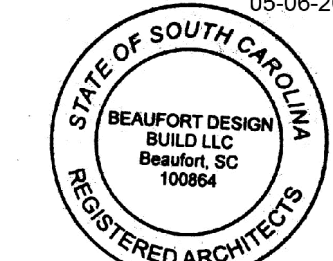
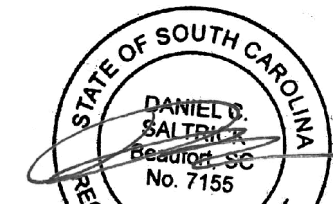


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BEAUFORT COUNTY
GOVERNMENT
COMPLEX
NEW PARKING LOT
104 RIBAUT ROAD
BEAUFORT, SC 29902

FOR
CONSTRUCTION

REVISIONS / SUBMISSIONS		DATE
NO.	DESCRIPTION	

SHEET INFORMATION

DATE	MAY 06, 2024
JOB NUMBER	20015.00
DRAWN	GRM
CHECKED	ADB
APPROVED	DCS

NEW PARKING LOT
PLAN

A-101

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 6.



Project Name:	Beaufort County Government Center New Parking Lot
Project Number:	IFB 072224
Project Budget:	
Bid Opening Date:	July 29 2024
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price	
CP&G Construction	X	X	X	X	X	X	\$ 688,000.00	
							\$ 30,000.00	Deduct Alternate 1
Gulf Stream Construction	X	x	X	X	X	X	\$ 880,546.77	
							\$ 149,086.54	Deduct Alternate 1
<p>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.</p>								

David L. Thomas
 Bid Administrator Signature

Victoria Moyer
 Bid Recorder



COUNTY COUNCIL OF BEAUFORT COUNTY
CAPITAL IMPROVEMENTS DEPARTMENT

100 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

Item 6.

Monday, August 5, 2024

Attn: Victoria Moyer
Deputy Director
Beaufort County Procurement Services
104 Industrial Village Rd
Suite 3
Beaufort, SC 29906

Via email: victoria.moyer@bcgov.net

RE: Recommended Disqualification of CP&G Construction - IFB 072224 - Beaufort County Government Center New Parking Lot

Victoria,

It has been brought to my attention that CP&G Construction does not hold the proper license to perform the construction for IFB 072224 - Beaufort County Government Center New Parking Lot. According to the SC Dept of Labor and Licensing, CP&G holds a BD-4 General Contractor classification. This classification, according to the SC Code of Laws Section 40-11-410, ***"includes commercial, industrial, institutional, modular, and all other types of building construction, including residential structures. This license classification includes all work under the subclassifications of Wood Frame Structures, Nonstructural Renovation, Masonry, Pre-engineered Metal Buildings, Roofing, Structural Framing, and Miscellaneous Metals."*** In addition, according to **Section 40-11-340 - Qualifications for acting as sole prime contractor:** the contractor ***"may act as a sole prime contractor on a project if forty percent or more of the work as measured by the total cost of construction falls under one or more of the licensee's license classifications or subclassifications."*** Since there is no building associated with this project, and the BD-4 classification does not cover Asphalt Paving(AP) or Concrete Paving(CP) classifications, CP&G is not licensed to perform the work.

Aside from CP&G Construction not being properly licensed, I was immediately concerned with such a low bid of \$688,000 after they (CP&G) had previously bid \$1,152,638 in 2023. With no change in scope for this project, there should not have been a difference of almost \$465,000 in cost 10 months later. This variance was observed as a red flag of oversight and/or error. Coupled with the lack of proper licensing, this bid has been disqualified.

It is my recommendation that we proceed with awarding the contract to the next lowest bidder, Gulf Stream Construction, with a bid of **\$880,546.77**. We consider this amount to be fair and reasonable. The bid amount is less than the two previous bids received in 2023 of \$929,015 and \$1,128,426 (from CP&G), and well within the approved budget of \$1,152,638.72. Gulf Stream Construction is a large and very reputable company based out of Charleston, SC that has been in business for almost 60 years, with additional offices in Pooler, GA to support the Savannah/Beaufort area. I feel confident in choosing them to complete this project.

If you have any questions, please contact me at (843) 255-2709 or robert.gecy@bcgov.net

Sincerely,

Robert Gecy

Robert G. Gecy
Project Manager
Beaufort County Capital Projects

CC: Hank Amundson
File

BID DOCUMENTS

Beaufort County Government Center New Parking Lot

IFB 072224



Prepared by: Beaufort County Procurement Services

Dated: June 18, 2024

Bid Due Date: July 22, 2024

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this IFB document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com

TO BE INCULDED IN YOUR BID PACKAGE:

BID FORM THRU BID SCHEDULE

CONTRACTORS QUALIFICATION STATEMENT SMALL AND MINORITY BUSINESS

PARTICIPATION

ALL OTHER PAGES SHALL REMAIN PART OF THE BID

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Procurement Services

Attn: Dave Thomas – email: dthomas@bcgov.net – phone: 843-255-2304

THIS IS NOT AN ORDER

Item 6.

Dates Advertised: June 18, 2024

 <div style="text-align: center;"> INVITATION FOR BID (Bid number) </div>	<div style="display: flex; justify-content: space-between;"> FORMAL SEALED BID (X) REQUEST FOR QUOTE () </div> <p>We require bids to be electronically submitted through our Vendor Registry Program. Please go to www.BeaufortCountySC.gov and sign up to submit your bid.</p>	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. LOCAL TIME ON:	Bid No. <div style="text-align: center;">IFB 072224</div>	
<div style="text-align: center;">July 22, 2024</div>		
BID TITLE: Beaufort County Government Center New Parking Lot		
PREBID CONFERENCE: MANDATORY A Pre-Bid conference will be held on June 2, 2024 at 2:00 p.m. at the Beaufort County Administration Building located at 100 Ribaut Rd. Beaufort SC 29902. We will meet in Council Chambers then proceed to a site visit.		
David L. Thomas, CPPO Purchasing Director	SUBMIT QUESTIONS TO: Vendor Registry	
VENDOR NAME	REASON FOR NO BID	
VENDOR MAILING ADDRESS	Amend Number(s) Received:	
CITY-STATE-ZIP-CODE	S.C. TAX NO.	
Telephone Number ()	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ()		
Fax Number ()		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	<div style="border: 1px solid black; padding: 5px; text-align: center;"> AUTHORIZED SIGNATURE (MANUAL) </div>	
	<div style="border: 1px solid black; padding: 5px; text-align: center;"> AUTHORIZED SIGNATURE (TYPE/TITLE) </div>	
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

A Bid Tabulation Will Be Posted On Vendor Registry After Bid Opening

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within (90) days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within (120) days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than one hundred twenty (120) calendar days after issue date of purchase order.

IMPORTANT

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,
 SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

* Bids received after the time specified for opening cannot be considered

PROJECT SUMMARY

Project Title: Beaufort County Government Center, New Parking Lot

Project Descriptions

This Project provides a new forty-five (45) space parking lot on the Beaufort County Government Center Campus between the new Arthur Horne Office Building and the existing Law Enforcement Center. The Project will provide parking for County Employees and visitors. Additionally, the Project provides parking lot lighting, a new masonry screen wall around an existing generator, a dumpster pad end enclosure, landscaping and irrigation.

Scope of Work

Work includes earthwork, asphalt and pervious paving, concrete sidewalks, curb and gutter, storm water structures and piping, pavement markings, signage, site lighting, landscaping and irrigation. The generator and dumpster enclosure includes reinforced concrete footings, reinforced masonry, brick veneer, galvanized metal gates, reinforced concrete pad and vehicle apron and steel pipe bollards. As required, site utilities will be relocated by the Owner prior to the start of construction.

Alternate Bid Items:

Deduct Alternate 01: Provide the deductive price to remove the generator screen wall, dumpster screen wall, gates and dumpster pad and replace them with concrete curb and gutter and plants as shown on Drawing A-102 alt.

Project Administration: Beaufort County Capital Projects Department

Contract Type: Lump Sum, General Contractor (BD5).

Contract Time: One hundred and twenty (120) calendar days.

Liquidated Damages: \$500.00 per calendar day.

BID INVITATION IFB 072224

Sealed bids submitted via Vendor Registry will be received electronically until 3:00 p.m. July 22, 2024 at which time responses to this request will be recorded in the presence of one or more witnesses in the Procurement Services Department. A Bid Tab will be posted on Vendor Registry for:

Beaufort County Government Center, New Parking Lot

A **MANDATORY PRE-BID** conference will be held on July 2, 2024 at 2:00 p.m. at the Beaufort County Administration Building located at 100 Ribaut Rd. Beaufort SC 29902. We will meet in the Council Chambers then proceed to a site visit.

Bid documents are available on the Beaufort County website at www.beaufortcountysc.gov. To obtain these documents you must be a registered vendor with Beaufort County.

Beaufort County reserves the right to reject all proposals and to waive minor informalities and irregularities.

All Bids shall be accompanied by a Bid Bond drawn in favor of the Beaufort County Treasurer of Beaufort County, Beaufort, South Carolina, in the amount of at least five percent **(5%)** of the bid for the complete work: such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for Beaufort County, South Carolina. Each bond shall be equal one hundred percent **(100%)** of the contract amount. A copy of the Bid Bond or Certified Check must be electronically sent with your bid documents through Vendor Registry. The original Bid Bond or Certified Check must be received by the Procurement Services Department within **10 days** after the bid due date. Failure on the bidder's part to provide a copy of the Bid Bond or Certified Check by the Bid closing date and time will be considered as a nonresponsive bid and rejected by the County. The Bid Bond shall be forfeited to the **County Council of Beaufort County, South Carolina** as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within fourteen **(14)** days after being notified that he has been awarded the Contract.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived.

This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities, which are segregated on the basis of race, color, creed, or national origin.

The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be

handled for reimbursement by Beaufort County or their representatives.

The Bidder is required to submit only the Bid documents, which include:

1. Invitation for Bid Form
2. Bid Form
3. Bid Bond or Certified Check
4. Consent of Surety
5. Certification by Contractor RE: Non-Segregated Facilities
6. Non-Collusion Affidavit of Prime Bidder
7. Contractors Qualification Statement
8. Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
9. Local Vendor Preference – Participation Affidavit
10. Self-Performance Affidavit – As Applicable
11. Good Faith Efforts Checklist
12. Non-Discrimination Statement
13. Pricing

The Bidding Documents consist of the following, including all addenda issued there with and forms referenced therein, in addition to the drawings:

- a. Bid Documents
- b. Contract
- c. General Conditions
- d. Supplemental Conditions
- e. General Provisions
- f. Special Provisions
- g. Specifications

Bid opening will be held at the **Procurement Services Department**. There will be no Public Bid Opening. A Bid Tabulation will be posted on Vendor Registry

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meanings assigned to them therein.

2. CONTRACT DOCUMENTS

2.1 Bidder should verify that the Contract Documents are complete in the number of documents as indicated by the List of Documents, and in the number of pages in each document.

2.2 Bidder must use a complete set of Contract Documents in preparing Bid; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents.

2.3 Bidder has the responsibility prior to submitting Bid to examine the Contract Documents thoroughly and notify the Engineer of all conflicts, errors or discrepancies, or of questions or meaning or intent. Bidder is encouraged to visit the construction site prior to submitting a Bid.

2.4 Addenda may be issued to modify the Contract Documents in response to notifications made by Bidders, or for other reasons. Addenda will be posted on Vendor Registry at least five days prior to Bid opening. If addenda are required to post less than five calendar days prior to Bid Opening, then it shall be the responsibility of the Bidder who considers that the issued addenda does not provide sufficient time to address the Bid, notify the owner, by phone and in writing of the need to delay the Bid Opening. The owner shall then notify all prospective bidders via email and on Vendor Registry of the revised Bid Opening Date.

2.5 Bidders shall check Vendor Registry to verify the number, if any, of Addenda issued.

3. ORGANIZATION OF CONTRACT DOCUMENTS

3.1 The Bid form contains understandings and representations made by Bidder in submitting the Bid; in addition, the Schedule of Items is included.

3.2 The form of Notice of Award and Agreement, which may be executed by the Owner with the Successful Bidder, is incorporated in the Contract Documents.

3.3 The General Conditions incorporated in the Contract Documents are the **STANDARD GENERAL CONDITIONS OF THE BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT**

3.4 The actual amendments or supplements to the Standard General Conditions are made in the Supplementary Conditions by reference to the specific article or paragraph so amended or supplemented. The Supplementary Conditions may also contain additional paragraphs incorporating language required by South Carolina contract law.

3.5 The General Requirements of the Specifications contain additional amendments and supplements to the Standard General Conditions of the Construction Contract with regard to general and administrative matters and contain details for the Work of this Contract.

3.6 The Technical Requirements of the Specifications may cover a breakdown of the Goods and/or Service by Sections; solely for reference and payment, and not for dividing Goods and/or service among subcontractors or suppliers. Each section includes general information on the Work included, and method of payment. Items in the Technical Sections for which payment is to be made are listed in the Schedule of Items in the Bid Form.

3.7 The drawings are complementary to the Specifications to show size, form, location and arrangement of various elements of the Work.

3.8 Section 6.0 - Special Provisions may contain additional instruction, conditions or directions directly related to the contract or Work of the Contractor.

3.9 The General Conditions indicates that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer shall not assume responsibility for the accuracy or completeness thereof.

3.10 Bidder, prior to submitting a Bid, may conduct at bidder's expense any additional examinations, investigations, explorations and tests pertaining to subsurface and physical conditions, and to Underground Facilities, which are deemed necessary by Bidder to determine an appropriate Bid for performing and furnishing the work in accordance with the Contract Document. Owner will provide Bidder with access to the site for the purpose set forth in this paragraph upon agreement of the Bidder to restore the site as nearly as possible to its original condition.

4.0 SCHEDULE OF PRICES

Bidder, with regard to completing the Schedule of prices of the Bid Form, is advised as follows:

4.1 The Owner, a public body, is not exempt from South Carolina State Sales and Use Taxes and equipment to be incorporated in the Work, and such taxes shall be included in with price Bid.

4.2 The quantities indicated for Unit Price Work, if any, are estimates and not guaranteed and final payment will be based on actual quantities constructed.

4.3 The Agreement, if made, will be on the basis of materials and equipment indicated in the Drawings or specified in the Specifications without consideration of possible substitute items.

4.4 The lands upon which the Work are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.5 The amount Bid for each item must be written in words where indicated; these written entries shall control with regard to price of the Bids received.

5.0 SUBMISSION OF BIDS

5.1 Bidder must provide all information requested in the Bid Form and in attachments thereto by appropriate entries handwritten in ink or typewritten.

5.2 Bidder must sign the Bid Form as follows:

5.2.1 Proprietorship, signature shall be that of the Proprietor.

5.2.2 Partnership, signatures shall be that of the person or persons authorized to sign and attest for the partnership.

5.2.3 Corporation, signatures shall be that of the person or persons authorized to sign and attest for the corporation.

5.3 If Bidder is, a joint venture set forth the full name of the identity or identities comprising the joint venture. Each joint venture must sign in the manner indicated for the respective form of ownership as set forth in Paragraph 6.2 of these Instructions to Bidders.

5.4 Bidder must submit with the Bid Form a Bid Security made payable to the Beaufort County Treasurer in an amount of not less than five percent (**5%**) of the total amount indicated in the Bid Form, in the form of a certified or bank check or a Bid Bond issued by a surety authorized to do business in South Carolina.

5.5 Bids including Bid Security and other required documents, shall be submitted as indicated in the advertisement for Bids

5.6 Bids may be modified or withdrawn by a document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

6.0 DISPOSITION OF BIDS

6.1 **OWNER** any time prior to Bid opening may withdraw the advertisement for Bids and not accept Bids. Any Bid received under this circumstance will be returned, unopened to Bidder.

6.2 **OWNER** may open Bids and (unless obviously non-responsive) read aloud publicly.

6.3 **OWNER** will reject Bids other than the three (3) apparent lowest responsible bids and return Bid Security for rejected Bids within ten (10) business days after the date of Bid opening.

6.4 **OWNER** may hold the three (3) apparent lowest responsible Bids subject to acceptance for ninety (90) days after the day of the Bid opening; and the Bid security of these Bidders will be returned as follows: (1) to the unsuccessful Bidders within three (3) business days after a Notice of Award is made to Successful Bidder, and (2) to the Successful Bidder after the Agreement is executed and the required contract security furnished.

6.5 **OWNER**, in evaluating Bids, will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, and of the data, as may be requested by the Bid Form.

6.6 **OWNER** reserves the right to reject any and all Bids, to waive any informality and to reject nonconforming, non-responsive, unbalanced or conditional Bids.

6.7 **OWNER** may conduct reasonable investigations as deemed necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents.

6.8 The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

7.0 AWARD OF CONTRACT

7.1 **OWNER**, if the Contract is awarded, will award it to the lowest responsible Bidder. The lowest Bid will be determined based on the total of the Bid price for each item as indicated in words in the Bid Form. The written entries will control over numerical entries regardless of whether there are arithmetic discrepancies between the written amount and the numerical entries.

7.2 **OWNER** will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening, if the Contract is to be awarded.

7.3 **OWNER'S** Notice of Award to the Successful Bidder will be transmitted with the required number of unsigned counterparts of the Agreement.

7.4 Successful Bidder, within fourteen (14) days after receiving Notice of Award shall sign and deliver the required number of counterparts of the Agreement to Owner with the required Bond. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds.

7.5 Bidder, in submitting Bid, understands and agrees that the Bid security may be forfeited as liquidated damages, and not as a penalty, if the Bidder is determined to be Successful Bidder and thereafter fails to execute the Agreement and furnish the required Bonds within the stipulated time.

7.6 **OWNER**, within ten (10) days after receiving the Agreement and bonds, shall deliver one signed counterpart to Contractor, and thereby establish the effective Date of the Agreement.

7.7 The successful Bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

8.0 COMMENCEMENT OF CONTRACT TIME

8.1 **OWNER** may give **CONTRACTOR** a Notice to Proceed within thirty **(30)** days after the Effective Date of the Agreement and indicate therein the day on which the Contract Time will commence to run or shall ensure a Special Provision has been provided to the Contractor (if demolition is NOT included in the Work).

9.0 CONTRACT TIME

See Project Summary

10.0 DAMAGES

See Project Summary

11.0 RETAINAGE

See Standard General Conditions

12.0 RIGHT TO PROTEST

12.1 Any actual bidder who is aggrieved in connection with the award of a contract may protest to the Procurement Services Director. The protest shall be submitted in writing within fourteen (14) days of the Bid opening. The protest must be accompanied by a detailed statement indicating the reasons for such protest.

12.2 Authority to Resolve Protest. The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an actual aggrieved bidder, concerning the award of the contract.

12.3 Decision. If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision in writing within ten **(10)** days of receipt of the written protest. The decision shall:

- a) State the reasons and describe the actions taken; and
- b) Inform the protestant of its right to administrative review as provided in this Section.

12.4 Notice of Decision. A decision under Subsection (3) of the Instructions to Bidder shall be noticed by certified mail to the protestant and any other party intervening.

12.5 Rights to Review

- a) Any person adversely affected by the decision appeals administratively within **(10)** Days after receipt of decision to the County Council in accordance with this section.
- b) Any protest taken to County Council or court shall be subject to the protestant paying all of Beaufort County administrative costs, attorney fees and court costs, when it is determined that the protest is without standing.

12.6 Litigation

- a) Any litigation arising out of this Bid Award or subsequent contract or agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina and the fourteenth Judicial Circuit.

BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

1. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
2. NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
3. BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
4. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this solicitation.
5. INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, SC 29901, Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:
 - 5.1 Worker's Compensation Insurance – Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employers Liability minimum limits required \$500,000
 - 5.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits:
\$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
 - 5.3 Comprehensive Automobile Liability Insurance – The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least \$500,000 COMBINED SINGLE LIMIT.
 - 5.3.1 ADDITIONAL INSURANCE REQUIREMENTS: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
 - 5.3.2: Professional Liability (Errors & Omissions): Professional Liability Insurance protects against

losses that occur when a “professional” errors in judgement, planning, and design could result in economic loss to the entity or county. In order to determine if Professional Liability should be required ask yourself: Is the professional licensed or certified (i.e. architects, consultants, auditors, attorneys, engineers, etc.)? Required if a contractor is performing any type of design/build for a particular project.

The vendor shall maintain a limit no less than \$1,000,000 per occurrence:

6. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
 - 6.1 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
 - 6.2 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor’s liability.

IFB # _____

BID FORM

THIS BID SUBMITTED TO: _____

TITLE OF WORK: _____

LOCATION OF WORK: _____

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. **BIDDER** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work not later than 120 calendar days following the date of the Notice to Proceed or IAW any Special Provision by the Owner.**

Bidder acknowledges receipt of the following addenda:

5. **BIDDER** acknowledges that, in accordance with the Agreement, Liquidated Damages are set at \$500 per calendar day.
6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent (**10%**). If the Contractor is **50% complete** with the project

and **on schedule**, the retainage may be reduced to five percent **(5%)**.

7. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.

8. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

9. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSION AFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

10. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

11. **BIDDER** is organized under the laws of the State of _____ as

a _____ (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): _____

Address: _____

Telephone: _____ FAX: _____

South Carolina Bidder's License No.: _____

Licensing Authority: _____

12. Communications concerning this Bid should be addressed to the **BIDDER's** company, to the attention of:

Name: _____

Address: _____

Email: _____

Telephone: _____ Email: _____

SIGNED BY:

Signature

Name Printed

Title:_____Date:_____

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.
_____(Initial)

IFB # _____

PRICING

**Beaufort County Government Center
New Parking Lot
Schedule of Values**

Division No.	Description of Work	Scheduled Value (Include Sales Tax as Appropriate)
Base Bid Scope of Work		
01.	General Conditions	\$
02.	Clearing and Grading	\$
03.	Utilities	\$
04.	Storm Water Piping and Structures	\$
05.	Asphalt Paving	\$
06.	Pervious Paving	\$
07.	Concrete Paving and Sidewalks	\$
08.	Pavement Markings	\$
09.	Concrete Curb and Gutter	\$
10.	Generator and Dumpster Screen Wall and Gate	\$
11.	Parking Lot Lighting	\$
12.	Irrigation	\$
13.	Landscaping	\$
14.	Cleanup.	\$
15.	Closeout.	\$
	Total Base Bid Value:	\$

Alternate Bid Items		
01.	Deduct Alternate 01: Deductive cost to remove from the Scope of Work, the generator screen wall, dumpster pad and screen wall and associated gates. Provide instead, a landscaped screen around the existing generator. See Drawing A-102 alt for additional information.	\$ _____

IFB # _____

BID BOND

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal, and

_____, as Surety, are hereby held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of _____

_____ Dollars

(\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

- a) If said bid shall be rejected or in the alternate.
- b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)

Principal

By: _____

_____(SEAL)

Surety: _____

By: _____

South Carolina Representative

IFB # _____

CONSENT OF SURETY**OWNER:** _____**TITLE OF WORK:** _____
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

(Surety Company)

BY: _____
(Surety Company, Attorney-In-Fact)

Attest: _____

IFB # _____

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor_____
(Signature)_____
Name and Title of Signer_____
Date

IFB # _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
 _____) ss.
 County of _____)

_____ being first duly sworn, deposes and
 says that:

He is _____ (Owner, Partner, Officer,
 Representative, or Agent) of the Bidder that has submitted the attached Bid;

(1) He is fully informed respecting the preparation and contents of the attached Bid and of all
 pertinent circumstances respecting such Bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
 employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or
 agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in
 connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in
 connection with such Contract, or has in any collusion or communication or conference with any other
 Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any
 overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any
 collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any
 person interested in the proposed Contract; and,

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
 any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
 representative, owners, employees, or parties in interest, including this affiant.

Name _____

Title _____

Subscribed and Sworn to before me this

_____ day of _____, 20_____.

_____ (SEAL)

_____ Title

My commission expires: _____

IFB # _____

CONTRACTOR'S QUALIFICATION STATEMENT**CERTIFICATION:** The following is a statement of fact.

Signature _____	Typed Name and Title _____	Date _____
-----------------	----------------------------	------------

A. GENERAL

A.1 Submit to: _____

A.2 Name of Project (if applicable): [Project Title] _____
 [Project Location] _____

A.3 Contractor: _____

A.4 Name: _____

Mailing Address: _____

Street Address: _____

Telephone Number (including area code): _____

Facsimile Number (including area code): _____

Contact Person: _____

Contact Person's Telephone Number: _____

South Carolina Contractor's License Number: _____

B. BUSINESS ORGANIZATION

B.1 Check type of business organization:

Corporation _____ Individual _____ Partnership _____

(Name of Partners) _____

Joint Venture _____ Other _____

B.2 If a corporation: _____

State of Incorporation: _____

If not incorporated in South Carolina, State Corporation Commission Registration
Number: _____

Date of Incorporation: _____

Federal I.D. Number: _____

Officers:

Name	Address	Phone No.	Position	Yrs in

President: _____

Vice President(s): _____

Secretary: _____

Treasurer: _____

Are you a Subchapter S Corporation: Yes _____ No _____

Name _____ Address _____ Phone No. _____

Subchapter S Shareholders: _____

B.3 If a partnership:

Date of Organization: _____

Type of partnership: _____

List of General Partners:

Name Address & Phone No. _____

Years as GP _____

B.4 If individually owned:

Name, address, and phone number of sole-proprietor: _____

Years in business:_____

B.5 Have you ever operated under another name? Yes _____ No _____

If yes,

All other business names and addresses of principal placed of business for each business.

Number of years in business under each name:

Contractor's license number in each state in which a business was operated.

C. BONDING

C.1 Bonding Agent: _____

Name: _____

Address: _____

Telephone Number (including area code): _____

Contact Person: _____

C.2 Bonding Company: _____

Name: _____

Address: _____

Telephone Number (including area code): _____

Contact Person: _____

Best's Key Rating of bonding company: _____

C.3 Number of years this bonding company has acted as surety for you: _____

C.4 Bonding Capacity: Maximum single job size: _____

Total bonding limit: _____

C.5 Do you intend to use any alternative form of security? _____

If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: _____

Bank or Savings & Loan: _____

Contact: _____

Address & Phone No.: _____

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes _____ No _____

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No _____

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y _____ N _____

- b) Ever been found to be guilty of charges relating to conflicts of interest: Y____N____
- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y____N____
- d) In the last five years, been found guilty of any minority contracting law violations? Y____N____
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y____N____
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y____N____
- g) Ever been terminated on a contract due to your default? Y____N____
- h) In the last five years, paid liquidated damages for being late on a project? Y____N____
- i) In the last five years, been subject to tax collection proceedings? Y____N____
- j) In the last seven years, filed for bankruptcy? Y____N____

If the answer to j) was yes, under what chapter of bankruptcy did you file?

If you filed under Chapter 11 Reorganization, how long did you operate under this status?_____

Are you operating under Chapter 11 status now? Y____N____

D. SAFETY

- D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body? Y____N____

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

- D.2 List your worker's compensation experience modifier for the last three years.

E. References

- E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers: _____

Major Subcontractors: _____

Financial Institutions: _____

**Certification regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion:**

Company Name: _____

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature _____

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in the Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received, from a Beaufort County Local Vendor a vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines, which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 2.537.1” are met for the purposes of bid document _____, dated _____.

Company Name: _____ Principal Name: _____

Company Address: _____

Secretary of State Designation: (Corporation, Individual, Partnership, Other) _____

Beaufort County Business License/Classification: _____

Tax Obligation Current: _____

Signature of Principal/Date: _____

Witness/Date: _____

Program Provisions for
**Small and Minority
Business Participation**



Beaufortcountysc.gov

**PLEASE REVIEW THIS SECTION CAREFULLY,
PAYING PARTICULAR ATTENTION TO “PRE-AWARD
DOCUMENTS” DUE WITH THE BID/PROPOSAL,
THE “GOOD FAITH EFFORTS CHECKLIST”,
AND EXHIBITS 1-3.**

**FAILURE TO FOLLOW THE PROGRAM REQUIREMENTS
AND/OR FURNISH THE REQUESTED DOCUMENTS MAY
RESULT IN THE REJECTION OF YOUR BID/PROPOSAL.**

Small and Minority Business Participation Program Documents Overview*

PRE-AWARD DOCUMENTS		
Item/Form		Submission Requirements
1	Program Overview	n/a
2	Self-Performance Affidavit Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal only if self-performing 100%.
3	Good Faith Efforts Checklist Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	Due with bid/proposal.
4	Good Faith Agencies Distribution List Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies due with bid/proposal.
5	Outreach Written Notice Example Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses due with bid/proposal.
6	Non-Discrimination Statement – Exhibit 1 Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	Due with bid/proposal.
7	Outreach Documentation Log – Exhibit 2 Documents solicitation efforts to obtain small and minority business participation for this project.	Due with bid/proposal.
8	Proposed Utilization Plan – Exhibit 3 Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	Due with bid/proposal.
POST-AWARD DOCUMENTS		
Item/Form		Submission Requirements
9	Compliance Efforts If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	Monthly Compliance Status Report – Exhibit 4 Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

* **NOTE:** Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder's List Questionnaire. For a current list of South Carolina DBE firms, please visit www.scdot.org and go to "Doing Business with SCDOT", then see "Office of Business Development and Special Programs" and click on "DBE Directory". Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County's requirements.

PROGRAM OVERVIEW

Introduction

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as a part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

Definitions

Small Business means a for-profit concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121, as amended. Beaufort County refers to these businesses as **Small Business Enterprises** or "**SBE**".

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women and other minorities to be designated by the Beaufort County Council. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged. Beaufort County refers to minority businesses as **Minority Business Enterprises** or "**MBE**".

Small and Minority Business Enterprises will be abbreviated as "S/MBE".

Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts"** of its labors to utilize S/MBE, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: _____

Bid/Proposal Number: _____

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

Name of Company

Authorized Representative Name

Signature

Title

Date

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____ My Commission Expires: _____

Pre-award efforts include the following “good faith efforts” for Contractors intending to use subcontractors, or the bid/proposal may be rejected.

If using subcontractors, return this page (and required supporting documents) with your bid/proposal.

- ☐ Divide and/or combine scope of work packages into economically feasible units, **if possible**.
- ☐ Send a written notice **at least ten (10) business days prior** to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential S/MBEs **and** (2) “good faith agencies”:
 - ✓ The written notice should contain the Contractor’s name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor’s company policy regarding insurance, bonding, and financial requirements, if any.
- ☐ Submit with the bid/proposal, copies of the written notice sent specifically to S/MBEs, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- ☐ Submit with the bid/proposal, copies of the written notice sent specifically to the “good faith agencies”, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- ☐ Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
 - ✓ Exhibit 1: Non-Discrimination Statement
 - ✓ Exhibit 2: Outreach Documentation Log
 - ✓ Exhibit 3: Proposed Utilization Plan

The undersigned acknowledges making a good faith effort to comply with the above areas checked:

Name of Company

Authorized Representative Name

Signature

Title

Date

GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses. You may mail, fax, OR e-mail the notice.

Submit notice copy with the bid/proposal, copies of the written notices sent to these agencies.

- ☐ **Beaufort County Black Chamber of Commerce**
 Attention: Ms. Maryland Harris
 711 Bladen St.
 Beaufort, SC 29901
 FAX: (843) 737-9882
 EMAIL: mharris@bcbcc.org
- ☐ **Beaufort Regional Chamber of Commerce**
 Attention: Mr. Ian Scott
 Post Office Box 910
 Beaufort, SC 29901
 FAX: (843) 986-5405
 EMAIL: hello@beaufortchamber.org
 EMAIL: ian@beaufortchamber.org
- ☐ **Hilton Head Island-Bluffton Chamber of Commerce**
 Attention: Mr. Ray Deal
 Post Office Box 5647
 Hilton Head Island, SC 29938
 FAX: (843) 785-7110
 EMAIL: rdeal@hiltonheadisland.org
- ☐ **SCDOT Disadvantaged Business Enterprise Program**
 Attention: Mr. Gregg Davis
 955 Park Street
 Columbia, SC 29202
 EMAIL: DavisGQ@scdot.org
 You can also look up DBE by clicking the link: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>
- ☐ **Small Business Administration**
 Attention: Mr. Carl Faison
 1835 Assembly Street, Suite 1425
 Columbia, SC 29201
 FAX: (803) 765-5962
 EMAIL: carl.faison@sba.gov

OUTREACH WRITTEN NOTICE EXAMPLE

Send written notice at least ten (10) business days prior to the bid/response due date to potential small and minority businesses and provide notice of the following: (1) intent to submit a bid/response and (2) interest in receiving quotes from small and minority businesses.

You may mail, fax, OR e-mail the notice.

Submit all notices with the bid/proposal, copies of the written notices sent to these agencies.

No Name Company
Post Office Box 1234
Any Town, US
(123) 555-7777 Telephone
(123) 555-8888 Fax

Example

Date

Subcontractor Company Name
Subcontractor Mailing Address
Subcontractor City, State, Zip

Dear Subcontractor Company Name:

No Name Company is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 000-00000.

We have the following opportunities for subcontracting on this project:

- *Describe Bid Package 1*
- *Describe Bid Package 2*
- *Describe Bid Package 3*
- *Etc...*

Plans and specifications are available at our office and at _____ and _____.

It is the policy of No Name Company that _____ (state policy concerning W-4, insurance, credit lines, and assistance in obtaining bonds, etc.)

The IFB/RFP closing date is _____ at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than _____ pm.

If you have any questions, please contact Mr. /Ms. _____ at our company.

We look forward to hearing from you.

Sincerely,

Title
No Name Company

EXHIBIT 1
Non-Discrimination Statement

The bidder/proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Authorized Representative Name

Signature

Title

Date

Return this page with your bid/proposal

EXHIBIT 2
Outreach Documentation Log

Bidder/Proposer Name: _____

IFB/RFP No.: _____

IFB/RFP Date: _____

Project Name: _____

LIST INFORMATION FOR THE S/MBEs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION
(Use additional sheets if necessary and mark "Exhibit 2 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: _____ Signature: _____ Title: _____

Return this page with your bid/proposal

EXHIBIT 3
Proposed Utilization Plan

Bidder/Proposer Name:

IFB/RFP No.:

IFB/RFP Date:

Project Name:

LIST INFORMATION FOR THE S/MBEs YOU INTEND TO UTILIZE
(Use additional sheets if necessary and mark "Exhibit 3 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Point of Contact	Trade/Commodity	Contract / PO Amount

Total Anticipated Small Business Enterprise Participation Dollar Value: \$

Total Anticipated Minority Business Enterprise Participation Dollar Value: \$

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: Signature: Title:

Return this page with your bid/proposal

COMPLIANCE EFFORTS (POST-AWARD)

The successful Contractor is required to fulfill any Small and Minority Business Enterprise (S/MBE) commitments made in conjunction with the “Pre-Award Good Faith Efforts”, unless good cause is demonstrated for any failure to fulfill such commitment.

If the Contractor intends to make any substitutions for any reasons, the Beaufort County Compliance Office must be notified in writing within ten (10) business days for discussion and approval. No Contractor shall enter into an agreement with any S/MBE that would in any manner limit the S/MBE from selling or acting as a subcontractor to any other party.

Beaufort County shall have the right to inspect the Contractor’s records related to activity and expenditures to S/MBE utilized on its projects, to include related contracts/purchase orders and payment records, such as cancelled check copies. Further, designated Beaufort County personnel are permitted access to all work sites. Contractors and their staff should take measures to cooperate fully with all Beaufort County staff, including, but not limited to the Procurement Services Director and Compliance Officer.

“Post-Award Compliance Efforts” require the Contractor to not only provide monthly reports regarding activity and expenditures to S/MBE, but also to maintain related records throughout the life of the project regarding its efforts to comply with the Small and Minority Business Participation Program. The “Monthly Compliance Status Report” must be submitted to the Compliance Office until the project ends, by the fifth (5th) day, reflecting the activity of the previous month.

After the County receives a monthly status report marked as “final”, the Contractor will be issued an affidavit to certify totals regarding S/MBE usage throughout the life of the project.

All questions regarding “Post-Award Compliance Efforts” should be directed to the Compliance Office via e-mail at dthomas@bcgov.net or (843) 255-2304.

EXHIBIT 4



MONTHLY COMPLIANCE STATUS REPORT

Small and Minority Business Participation

Completed reports must be submitted as follows:

Beaufort County Compliance Office
P.O. Drawer 1228 • Beaufort, SC
29901-1228
E-Mail: dthomas@bcgov.net • FAX
843.255.9437

Prime Contractor
Name:

Project Name: ☐ Monthly
☐ Final

Type of Report:
Report Number:
For the Period
Of:

Until the project ends, the Prime Contractor shall submit monthly reports to the Compliance Office by the 5th day, reflecting activity of the previous month.

Original Prime Contract Amount:

Change Orders to Date:

Current Prime Contract Amount:

Name of S/MBE	Firm Type	Quote Amount	Date of Contract/PO	Dollar Amount of Actual Contract/PO	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date

SBE Expenditure to

Date:

MBE Expenditure to

Date:

S/MBE Total

Expenditure to Date:

I certify that contracts/purchase orders have been executed with the above firms, amounts listed are accurate, and payments were made in accordance with contractual obligations. Cancelled checks to S/MBEs working on this project and/or supporting documentation for the information presented in this report will be made available to Beaufort County officials upon written request.

Name:
Signature:

Title:
Date:

IFB# _____

100% LABOR AND MATERIAL PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS:**

That _____ as Principal, hereinafter called Principal, and
 _____, of _____ a corporation
 organized and existing under the laws of the State of _____, as Surety, hereinafter called
 Surety, are held and firmly bound unto Beaufort County, South Carolina as oblige herein below defined,
 in the amount of _____ dollars (\$ _____)
 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrator,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20
 _____, entered into a Contract with County for:

In accordance with drawings and specifications prepared by Beaufort County, which contract is by
 reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make
 payment to all claimants as is herein below defined for all labor and materials used or reasonable required
 for use in the performance of the Contract, this obligation shall be void; otherwise, it shall remain in full
 force and effect subject, however to the following conditions:

1. A claimant is defined as one having a direct contact with the principal or with a subcontractor of
 the Principal for labor, material, or both, used or reasonably required for use in the performance of the
 Contract, labor and material being construed to include that part of water, gas, power, light, heating oil,
 gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that
 every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety
(90) days after the date on which the last of such claimant's work or labor was done or performed, or
 materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute
 the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon.
 The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given
 written notice to any two of the following: the Principal, the County, or the Surety above-
 named, within ninety **(90)** days after such claimant did or performed the last of the work or
 labor, or furnished the last of the materials for which said claim is made, stating with
 substantial accuracy the amount claimed and the name of the party to whom the materials
 were furnished, or for whom the work for labor was done or performed. Such notice shall be

served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, County, or Surety, at any place where an office is regularly maintained for the transaction of business or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After one year from the completion of the Contract and the acceptance by County of the work therefore, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens, which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IFB# _____

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
) ss.
 County of _____)

_____, being first duly sworn, deposes, and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, hereinafter referred to as the "Subcontractor;

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Beaufort County, South Carolina;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract, and,

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

_____(SEAL)

Title _____

My Commission Expires _____

Date

General Conditions

TABLE OF CONTENTS

Article 1 GENERAL PROVISIONS

- 1.1 Basic Definitions
- 1.2 Interpretation

Article 2 COUNTY

- 2.1 Provided by County
- 2.2 Right to Stop the Work
- 2.3 Right to carry Out the Work

Article 3 CONTRACTOR

- 3.1 Contractor's Qualifications
- 3.2 Contractor's Responsibility
- 3.3 Review of Contract Documents and Field Conditions by Contractor
- 3.4 Subsurface and Physical Conditions
- 3.5 Supervision and Construction Procedures
- 3.6 Labor and Materials
- 3.7 Contractors Warrantee
- 3.8 Taxes
- 3.9 Permits, Fees, and Notices
- 3.10 Supervision
- 3.11 Schedules Required of Contractor
- 3.12 Initial Acceptance of Schedules
- 3.13 As-Built Documents
- 3.14 Substitutions
- 3.15 Shop Drawings, Product Data and Samples
- 3.16 Use of Site and Clean Up
- 3.17 Access to Work
- 3.18 Hours of Work
- 3.19 Concealed or Unknown Conditions
- 3.20 Tests and Inspections
- 3.21 Acceptance
- 3.22 Indemnification

Article 4 ADMINISTRATION OF THE CONTRACT

- 4.1 Administration of the Contract by the County's Designative Representative
- 4.2 Contractor Change Order Requests
- 4.3 Claims
- 4.4 Assertion of Claims
- 4.5 Time Limits and Timely Notice of Contractor Claims
- 4.6 Decision of County's Representative on Claims

Article 5 SUBCONTRACTORS

- 5.1 Award of Subcontracts and Other Contracts for Portions of the Work
- 5.2 Separate Contractor Claims

Article 6 CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

- 6.1 County's Right to Perform Construction and to Award Separate Contracts
- 6.2 Mutual Responsibility
- 6.3 County's Right to Clean Up

Article 7 CHANGES IN THE WORK

- 7.1 Changes
- 7.2 Definitions
- 7.3 Change Order Procedures
- 7.4 Work Change Directive
- 7.5 Unit Price Work

Article 8 CONTRACT TIME

- 8.1 Commencement of the Work
- 8.2 Progress and Completion
- 8.3 Delay
- 8.4 Adjustment of Contract Time
- 8.5 Weather Delays
- 8.6 Delays Beyond Contractor Control
- 8.7 Delays Within Contractor Control
- 8.8 Delays Beyond County's and Contractor's Control
- 8.9 Liquidated Damages
- 8.10 Waiver

Article 9 PAYMENTS AND COMPLETION

- 9.1 Unit Price Work
- 9.2 Schedule of Values
- 9.3 Progress Payments
- 9.4 Application for Payment
- 9.5 Certificate for Payment
- 9.6 Retention
- 9.7 Beneficial Occupation
- 9.8 Substantial Completion
- 9.9 Final Completion and Payment

Article 10 PROTECTION OF PERSONS AND PROPERTY

- 10.1 Safety Precautions and Programs
- 10.2 Safety of Persons and Property
- 10.3 Emergencies

Article 11 INSURANCE AND BONDS

- 11.1 Contractors Insurance
- 11.2 Insurance Certificates
- 11.3 Waiver of Rights
- 11.4 Receipt and Application of Insurance Proceeds
- 11.5 Performance Bond and Labor/Material Bond

Article 12 UNCOVERING AND CORRECTION OF WORK

- 12.1 Uncovering of Work
- 12.2 Correction of Defective Work
- 12.3 Warranty Period
- 12.4 Warranty Inspection

Article 13 TERMINATION OR SUSPENSION OF THE CONTRACT

- 13.1 Suspension of Work
- 13.2 Termination by the County for Cause
- 13.3 Termination by the County for Convenience
- 13.4 Termination for Non-Appropriations

Article 14 MISCELLANEOUS PROVISIONS

- 14.1 Governing Law
- 14.2 Successors and Assigns
- 14.3 Rights and Remedies
- 14.4 Survival
- 14.5 Complete Agreement
- 14.6 Severability of Provisions
- 14.7 Notices
- 14.8 Patents and Royalties

Article 15 STATUTORY LANGUAGE REQUIREMENTS

- 15.1 Scope
- 15.2 Affirmative Action

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

APPLICABLE CODE REQUIREMENTS - The term “Applicable Code Requirements” means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction of the County, Contractor, and Subcontractor, the Project site, the Work, or the prosecution of the Work.

APPLICATION FOR PAYMENT - The term “Application for Payment” means the submittal from the Contractor wherein payment for certain portions of the Work is requested in accordance with Article 9.

BIDDER – The term “bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

BENEFICIAL OCCUPANCY - The term “Beneficial Occupancy” means the County’s right to make use of or otherwise occupy any part of the Work in accordance with Article 9.

CERTIFICATE FOR PAYMENT - The term “Certificate for Payment” means the approval of Contractor Application for Payment in accordance with Article 9.5.

CHANGE ORDER - The term “Change Order” means a Contract Document authorizing one of more of the following: a change in the Work, and adjustment in the Contract Sum, an adjustment in the Contract Time in accordance with Article 9.

CLAIM – See paragraph 4.3, Claims, of the General Conditions.

CONTRACT - The terms “Contract” means the written agreement between the Contractor and the County set forth in the Contract Documents.

CONTRACT DOCUMENTS - The “Contract Documents” consist of all documents listed in Article 5 of the Agreement.

CONTRACT MODIFICATION - The term “Contract Modification” means an executed Change Order.

CONTRACT PRICE - The term “Contract Price” means the amount of compensation payable by the County for completion of the Work in accordance with the Contract Documents.

CONTRACT SCHEDULE - The term “Contract Schedule” means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

CONTRACT TIME - The term “Contract Time” means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

CONTRACTOR - The term “Contractor” means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

COUNTY – The term “County” means Beaufort County, South Carolina.

COUNTY’S REPRESENTATIVE – The term “County’s Representative” means the person or firm identified as such in the Agreement.

DAY - The term “day” as used in the Bidding Requirements and the Contract Documents shall mean calendar day, unless otherwise specifically stated.

DEFECTIVE WORK - The term “defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the County’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

DRAWINGS - The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

EXCUSABLE DELAY – The term “Excusable Delay” means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Price, pursuant to Articles 7 and 8 of the General Conditions.

EXTRA WORK – The term “Extra Work” means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Conditions.

FIELD ORDER – The term “Field Order” means a written order by the County which requires minor changes in the Work but does not involve a change in the Contract Price or Contract Times.

FINAL COMPLETION - The term “Final Completion” means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by the County Engineer.

GENERAL CONDITIONS - The term “General Conditions” refers to the General Conditions of the Construction Contract, as included in the Contract Documents.

GENERAL REQUIREMENTS – The term “General Requirements” means the General Requirements of the Specifications which is the part of the Contract Document which amends or supplements the General Conditions with regard to Specifications.

PROJECT - The term “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by separate contractors and/or the County. The Project may be identified by name, location, and/or project number in the Contract Documents.

SEPARATE CONTRACTOR - The TERM “Separate Contractor” means a person or firm under separate contract with the County performing other work at the project site which affects the Work performed under the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES - See Paragraph 3.11, Shop Drawings, Product data, and Samples, of the General Conditions

SPECIFICATIONS - The term “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

SUBCONTRACTOR - The term “Subcontractor” means a person or firm that has a contract with the Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes subcontractors of all tiers.

SUBSTANTIAL COMPLETION - See Paragraph 9.8, Substantial Completion, of the General Conditions

SUCCESSFUL BIDDER – The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

SUPERINTENDENT - The term “Superintendent” means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

TIER - The term “tier” means the contractual level of a Subcontractor or supplier with respect to the Contractor. For example, a first-tier Subcontractor is under subcontract with the Contractor, or a second-tier Subcontractor is under subcontract with the first-tier Subcontractor, and so on.

UNEXCUSABLE DELAY - The term “Inexcusable Delay” means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

WORK - The term “Work” means the construction and services required by the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the project.

WORK CHANGE DIRECTIVE – See paragraph 7.4, Work Change Directive, of the General Conditions.

1.2 Contract Document Interpretation

A. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. except as may be otherwise stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and the provisions of any standard, specification, manual, code or instruction incorporated by reference into the Contract Documents , or the provisions of any Laws or Regulations applicable to the performance of the Work unless such an interpretation would result in violation of such Law or regulation. If there is any conflict between the provisions of the Contract Documents and any referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual or code.

B. The following order of precedence shall govern the resolution of any disputes or ambiguities arising from this contract and the mutual intent of the parties (in order of priority). The Beaufort County Procurement Code will prevail over the Special Supplementary Conditions of this contract. Special and Supplementary Conditions of this contract will prevail over the standard form of agreement; the modified standard form of agreement shall prevail over the specifications, and the specifications shall prevail over the drawings and general conditions.

C. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.

D. Interpretations of the Drawings and Specifications and their intent, which are necessary to the proper execution, and completion of the Work will be made by the County’s Representative or Architect/Engineer. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings. Contractor shall refer issues concerning interpretation and compliance with the contract documents and plans and specifications to the County’s Representative in writing, or the architect/engineer in writing. The County’s Representative or Architect/Engineer will review such requests with reasonable promptness and within any time limits agreed upon. The County may consider the interpretation and decision of the Architect/Engineer and issue a decision after consultation with the Architect/Engineer. Failure by the claimant to give written notice as set forth above within thirty days shall result in Architect/Engineer’s decision being final and binding upon the County and Contractor. The County’s decision shall be final.

E. The organization of the Specifications into divisions, sections, or articles, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

F. In the event of an inconsistency between Drawings and Specifications or within either document, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner.

ARTICLE 2

COUNTY

2.1 Provided by the County

The County shall furnish survey's describing the physical characteristics and legal limitations required to perform the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the County. Contractor shall report to the County's representative or Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or monuments by professionally qualified personnel. As for utility locations for the contract site, the Contractor is encouraged to contact independent utility locators, such as Palmetto Utility Locations (1-800-922-0983), to verify and locate utilities. The Contractor shall bear all costs and all risks for proper location and/or damage or destruction to utilities in place.

2.1 Right to Stop the Work

The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times.

2.2 Right to Carry Out the Work

If the Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 2 working days after receipt of notice from the County to promptly commence and thereafter diligently continue to completion the correction of such failure, the County may, without prejudice to other remedies the County may have, correct such failure at Contractor's expense. In such case, the County will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of the County's Representative, Engineer, and County's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to the County.

ARTICLE 3

CONTRACTOR

3.1 Contractor's Qualifications

Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this qualification. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

3.2 Contractor's Responsibility

Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this qualification or to the contract.

3.2.1 The Contractor will be required to assume sole responsibility for the complete effort, as required by this solicitation. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

3.3 Review of Contract Documents and Field Conditions by Contractor

A The Contractor shall carefully study and compare each of the Contract Documents with the others and with the information furnished by the County, and shall promptly report in writing to the County's Representative any errors, inconsistencies, or omissions in the Contract Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing Work. If the Contractor performs any construction activity which Contractor knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of the County's Representative, the Contractor shall be responsible for the resultant losses, including without limitation, the costs of correcting the Work.

B Contractor shall be responsible for all direct costs to County resulting from Contractor's errors and omissions in his interpretation of construction documents and the performance or work under the Contract Document, or those of his subcontractors and suppliers, and shall be responsible for all additional Architect/Engineer fees and other costs related to

correcting such errors and omissions. Such additional costs shall include Architect/Engineer Punch List, inspection(s) or the Building Codes Enforcement inspections, as such, re-inspections are made necessary where no Certificate of Substantial Completion and/or Occupancy Permit could be issued because of Contractor's unsatisfactory performance or preparation on the date the original inspection was scheduled and performed.

C. County shall furnish to Contractor one (1) copy of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.4 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

- those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any Claim against County, County's Architect/Engineer, or any of Architect's/Engineer's Consultants with respect to:

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3.5 Supervision and Construction Procedures

Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means: methods, techniques, sequences, procedures and the coordination of all portions of the Work. Contractor shall be responsible to the County for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees. Contractor shall not be relieved of Contractor's obligations to perform the Work in accordance with the Contract Documents either by acts or omissions of the County or County's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than the Contractor. Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work. Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.6 Labor and Materials

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents. Only manufactured and farm products of the United States, preferably in the State of South Carolina shall be used as materials in the prosecution of the Work under this contract. Contractor shall warrant that all equipment and materials provided under this Contract are new, merchantable, and fit for the purpose intended.

3.7 Contractor Warranty

Contractor warrants to the County that all materials furnished under this Contract will be of good quality, new, and free of liens, claims, and defects, and that the Work will conform professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and free from all faults, defects or errors and in compliance with the requirements of the Contract Documents. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within (1) one year of final payment for the Work, the Contractor shall, at the County's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the County, or refund to the County, the charge paid by the County, which is attributable to such portions of the faulty, defective or erroneous Work,

including costs for re-performance of the Work provided by other Contractors.

3.8 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the contractor. The County, as a public body, is not exempt from South Carolina State Sales and Use Taxes on materials and equipment incorporated in the Work, and said taxes shall be included in the Unit Price. Contractor is responsible for obtaining and executing the forms necessary for claiming the exemption.

3.9 Permits and Fees

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all permits, licenses, and certificates required for the proper execution and completion of Work under this Contract. When electrical, water, and/or gas service is included in the specifications, everything necessary to make the system operational, including any and all utility company connection/equipment charges, shall be included in the bid. This shall apply even when permit fees are waived. Contractor shall, at its own expense, meter and pay the cost of the water supply, electrical, light and power, heat, and telephone services during construction of the project. Connection to existing facilities for temporary services and their distribution for the construction work shall be installed in a manner and location subject to approval of the owner. When temporary service lines and meters are no longer required, they shall be removed by the Contractor. Any part of the permanent service lines, grounds, and buildings of the permanent service lines, grounds, and buildings are disturbed or damaged by the installation and/or removal of the temporary service lines, they shall be restored to their original condition by the Contractor in an amount satisfactory and subject to the County's approval.

3.10 Supervision

Contractor shall supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of the County or the Engineer in the design or specification of a specific means, method, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the complete Work complies accurately with the Contract Documents.

3.11 Schedules Required of the Contractor

A Contractor shall start Work no later than ten (10) days after receipt of the Notice to Proceed. Before the commencement of Work, the Contractor shall submit a computerized schedule of the work necessary to complete the project to the County's Representative for review at the time of the pre-construction meeting. Approved computer formats are Microsoft Project, SureTrac/Primavera or approved equal. The Estimated Progress Schedule as submitted by Contractor for review by the County's Representative shall provide an orderly progression of the Work to completion within the Contract Time, and shall indicate starting and completion dates for the various stages of the Work. The dates so indicated on the schedule are hereby made time of the essence.

- Contractor shall provide a monthly update to the progress schedule to the County's Representative. All costs for furnishing and updating the progress schedule shall be included in the price bid.

B The preliminary progress schedule and updated progress schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time, may be acceptable if judged by County's Representative to be practical, however acceptance of such a schedule shall not change the Contract Time. The Contract Time, not the schedule time, shall control in the determination of liquidated damages payable by Contractor under Article 8 of the Agreement in the determination of any delay under Article 8 of the General Conditions.

C If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

D Contractor shall provide a separate schedule for the submittal of shop drawings and samples for County approvals. The preliminary schedule of Shop Drawings shall include a list of proposed Shop Drawings with the proposed time of submission for each keyed to the estimated progress schedule described in these General Conditions. The Schedule of Shop Drawings shall be adjusted, if necessary, to reflect any changes in the estimates on the adjusted progress schedule.

E Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. For each Work item and monthly period, the

estimated percentage completion shall be tabulated. Unit Price Work shall be estimated based upon quantities given in the Bid Form. The total percentage for each Work item should equal 100 percent.

- The schedule of values shall be adjusted during the performance of the Work, if necessary, to reflect actual and estimated conditions.

3.12 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, County's Representative, and others as appropriate will be held to review for acceptability to County's Representative as provided below the schedules submitted in accordance with paragraph 3.8

B. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to County's Representative.

- The progress schedule will be acceptable to County's Representative if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on County's Representative responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
- Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to County's representative if it provides a workable arrangement for reviewing and processing the required submittals.
- Contractor's schedule of values will be acceptable to County's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

3.13 As Built Documents

Contractor shall maintain one set of As-Built drawings and specifications at the project site, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials; equipment and installation methods used for the Work and each revision shall be initialed and dated the Contractor's Superintendent.

3.14 Substitutions

A. Bids shall be based on the exact materials specified. The specified products have been used in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the County's Representative or Architect/Engineer, they meet the standards of the Specifications. The burden of proof of equality rests with the Contractor. The Contractor shall submit in writing any requests for substitutions. Shop Drawings that are submitted to the Architect do not constitute a request for substitution. Materials not specified or accepted as equivalent shall not be acceptable for installation.

B. Unless the specifications or description provides for "or equal", "equivalent", or other similarly descriptive words, the Contractor shall provide the material or items as specified. Contractor may submit, by written application, items for County's Representative or Architect/Engineer review as "equal" if:

- In the County Representative's or Architect's/Engineer's sole discretion, an item is functionally equal to and similar in that no change to the Work will be required, it may be considered by the County's Representative or Architect/Engineer as an "equal" item, in which instance review and approval of the proposed item may, in the County Representative's or Architect's/Engineer's sole discretion be accomplished without compliance to some or all of the requirements for approval of substitute items. In such cases the item shall be determined by the County Representative or Architect/Engineer to be at least equal in quality, durability, strength, appearance, and design criteria, and it will meet the design performance requirements equally well, and Contractor certifies that there is: i) no increase in cost to the County, and (ii) it will conform to the requirements of the item named in the Contract Documents.

C. Prior to initiating the written application required under paragraph 3.12B of the General Conditions, Contractor shall briefly outline the proposed substitute to the extent necessary for the County's Representative or Architect/Engineer, if deemed appropriate by the County's Representative or Architect/Engineer, to estimate the cost of engineering services for any redesign which may be required for evaluating a proposed substitute. The County Representative's or Architect's/Engineer's estimate shall be incorporated in the Contractor's application for the proposed substitute in the itemization of estimated costs required in accordance with paragraph 3.12B of the General Conditions. The County Representative's or Architect's/Engineer's estimate will also serve to advise Contractor of the reimbursement to County when evaluation so indicates.

3.15 Shop Drawings and Samples

A. Contractor shall submit six (6) copies of Shop Drawings to the County's Representative for review and approval in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall also submit Samples to the County's Representative, in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall have determined and verified fit, form, function, performance criteria, and coordinated each Shop Drawing or Sample with the other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

B. Any Work performed prior to County's Representative review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor. The Contractor shall submit structural, mechanical, and electrical shop drawings in the form of one sepia and three black or blue line prints; all other shop drawings in the form of one sepia and two black or blue prints.

C. Contractor shall not be relieved of the responsibility for deviations from the requirements of the Contract Documents by County Representative's review of Shop Drawings, Product Data, Samples or other similar submittals, unless Contractor has specifically informed County's Representative at the time of the submittal and County's representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by County Representative's review, acceptance, comment, or approval thereof.

D. Final approval of all materials shall be contingent on Shop Drawing acceptance, compliance with the Specifications and performance criteria, and acceptable installation. General approval to utilize a product does not relieve the supplier or Contractor of meeting Specification requirements.

E. Other submittals required under the Contract Documents shall be made in the same number of copies as required for Shop Drawings, unless otherwise indicated.

3.16 Use of Site and Clean Up

The Contractor shall confine operations at the project site to areas permitted by the Construction Documents. Contractor shall, during the performance of the Work keep the project site and surrounding area free from accumulation of waste materials and rubbish cause by Contractor. Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall remove all waste material and rubbish cause by the Contractor; tools; equipment; machinery; and surplus materials from the project site and surrounding area at the completion of the Work.

3.17 Access to Work

The County's Representative, employees, and consultants and other persons authorized by the County shall at all times have access to the Work whenever it is in progress.

3.18 Hours of Work

The hours of Work for the Project shall be consistent with the hours of normal operation of the Beaufort County Engineer, unless otherwise specified within the Supplemental Conditions. That is Monday through Friday from 8:00 a.m. to 5:00 p.m. The County Engineer may agree to waive these time requirements upon written request from the Contractor. The Contractor is made aware that the hours accumulated by the Engineer and/or his staff process, working, or otherwise attending to the Contract as it relates to overtime hours generated by the Contractor's work hours or delinquencies, shall be assessed to the Contractor. The Beaufort County pay scale will govern with County employees wage rates as applicable. Reimbursement would be processed as a contract reduction via a supplemental agreement or Change Order.

3.19 Concealed or Unknown Conditions

A. Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:

- To bear the risk of concealed or unknown conditions, if any, which many be encountered in performing the Contract; and
- That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, Contractor understands that, except and only to the extent

provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

B. Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions: The information is made available for the convenience of Bidders and is not parts of the Contract. The County has not determined the accuracy or completeness of such information, and all such information is made available to Bidders without a representation or warranty by the County whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis of any claim against County.

C. If concealed or unknown conditions are encounter which require, in opinion of County's Representative, design details which differ from those design details shown in the Contract Documents and the County's Representative finds that such revised design details will cause an increase or decrease in the cost of, or time required for performance of the Contract, and if County agrees with County Representative's determinations, County will issue a Change Order modifying the Contract terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

D. If Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Contractor shall immediately notify County's Representative in writing of such conditions so that County's Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Contractor shall be liable to County for any extras costs incurred as the Contractor's failure to promptly give such notice.

3.20 Test and Inspections

The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by Contract Documents, unless other specified in the Supplemental Conditions. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by and organization acceptable to the County, Contractor, and Engineer. Engineer will receive and review certificates of inspection, tests, or approvals which are submitted in accordance with the Contract Documents, but such review will be only to determine that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

3.21 Acceptance

The Work under this agreement shall remain the property of and responsibility of the Contractor until it is accepted by the County. The Contractor shall be liable for any and all damages and losses to the Project (weather by fire, theft, vandalism, hurricane, earthquake, flood, or otherwise) prior to the County's acceptance as fully completed. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the County reserves the right to cancel the Agreement upon written notice to the Contractor.

3.22 Indemnification

Contractor shall indemnify and save harmless the County, its officers, agents, and employees from and against all liability, loss, costs, claims, damages, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen: (a) or in part from acts or omissions of, or as a result of Work done or omitted from being done by Contractor, Subcontractors or assignees and their agents or employees, which resulted in: (1) injury to (including mental or emotional) or death of any person, including employees of the County or Contractor, or (2) damage to or destruction of any property, real or personal, including without limitation property of the County, County's employees and fellow employees; (b) out of injuries sustained and/or occupational diseases contracted by Contractor's, its subcontractor's, or assignee's employees, if any, of such a nature and arising under such hereto, of the state having jurisdiction, including all claims and causes of action of any character against the County by any employee of Contractor, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or actions or disputes asserted by any subcontractors, employees or suppliers of Contractor. Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of the Contract.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 County's Representative

A. The County's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of the County. The County's Representative will have the authority to act on behalf of the County only to the extent provided in the Contract Documents. The County's Representative will not have control over, be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Based on the County's Representative's site visits and evaluations of Contractor's Applications for Payment, the County's Representative will recommend amounts, if any due Contractor and will issue approval for payment in such amounts. However, no actions taken during such site visits shall relieve the Contractor of the Contractor's obligations as described in the Contract Documents. The County's Representative will have authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The County's Representative will have the authority to stop the Work or any portion thereof. The County's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. Should the Contractor discover and conflicts, omissions, or errors in the Contract Documents: have questions about the interpretation or clarification of the Contract Documents ; question whether Work is within the scope of the Contract Documents; or question that Work is not sufficiently detailed or explained, then before proceeding with the Work affected, the Contractor shall notify the County's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. The County's Representative response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Contractor proceed with the Work affected before receipt of a response from the County Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant rework and/or losses.

B. If County and Architect/Engineer agree, Architect/Engineer will furnish a Resident Project Representative to assist in providing more extensive observation of the Work. The duties, responsibilities and limitations of any Resident Project representative and assistants furnished by the Architect/Engineer are as set-forth in Exhibit SC-A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" which is attached hereto and made a part hereof.

4.2 Contractor Change Order Request

Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by the acts, errors, or omissions of the County, County's Representative, their agents or employees, or caused by unforeseen conditions if, and only if Contractor follows the procedures specified in this Paragraph 4.2. As used in this Paragraph 4.2. Such acts, errors, or omissions shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Work. If Contractor asserts that Contractor is entitled to an adjustment of the Contract Sum and/or the Contract Time as the result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of unforeseen conditions, then Contractor may submit a Change Order Request to County's Representative. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. Upon request of County's Representative, Contractor shall submit such additional information concerning the Change Order Request as may be requested by County's Representative for the purpose of evaluating the Change Order Request. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of County's Representative, Contractor shall submit written documentation demonstrating Contractors' entitlement to such an adjustment under Article 8. A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time as a result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth above. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted, if and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover that an act, error, or omission of the County, the County's Representative, their agents or employees, has occurred that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely Submitted if, and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover , the existence of an unforeseen condition that may entitle Contractor to an

adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the unforeseen condition giving rise to the Change Order Request). If County's Representative issues a final decision on all or part of Change Order Request, the Contractor may contest the decision by filing a timely Claim under the procedures specified below. A final decision is any decision on a Change Order Request which states that it is final. Failure of the claimant to give written notice as set forth above within thirty days shall result in the County representative's decision being final and binding upon County and Contractor.

4.3 Claims

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between County and Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by County, County's Representative, their agents or employees.

If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event given rise to the Claim (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim). A Claim not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the Contractor gives a valid written notice of intent to file the Claim within 3 working days of the date the Claim arises. A written notice of intent to file a claim will be deemed valid if, and only if, it identifies the event or condition giving rise to the Claim and states its probable effect, if any, with respect to the Contractors entitlement to an adjustment of the Contract Sum and/or the Contract Time.

4.4 Assertion of Claims

Claims by Contractor shall be first submitted to County's Representative for decision. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by County's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. County will continue to make payments in accordance with the Contract Documents. Contractor shall submit a Claim in writing, together with the supporting data specified in Paragraph 4.3 to County's Representative as soon as possible but not later than 7 days after the date the claim arises under Paragraph 4.3.

4.5 Time Limits and Timely Notice of Contractor Claims

Contractor agrees to provide Owner and architect with written notice within seven (7) days of the occurrence of any event giving rise to any claim for additional compensation or extension of time under this agreement, whether such claim is based upon claims for changes, differing site conditions, adverse weather conditions, or any cause whatsoever. Contractor waives any claims for additional compensation or time extension, if Contractor fails to timely notify the Owner and architect in accordance with the terms and conditions of this clause. Contractor further acknowledges that any work which the Contractor considers to be beyond the scope of original work and which the Contractor elects to perform, prior to notice to Owner and architect and Owner's written approval to proceed with additional work, shall be performed at the Contractor's peril and as a gratuity to the Owner. Contractor assumes all risk associated with such work, agrees to perform such work at its own costs, and released and holds Owner harmless for any and all costs of such work performed prior to notice and written approval of such additional work by Owner.

4.6 Decision of County's Representative on Claims

County's Representative decision on any or all claims shall be considered as final. Disputes shall be resolved through litigation in a Court of competent jurisdiction in Beaufort, South Carolina.

ARTICLE 5

SUBCONTRACTORS

5.1 Award of Subcontracts to Other Contractors for Portions of the Work

Contractor shall submit to County, on its letterhead, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. If County objects to any Subcontractor, Contractor shall provide a substitute Subcontractor acceptable to County with no adjustment of the Contract Sum. No substitution of Subcontractors shall be made without County's consent. All Subcontracts shall incorporate the Contract Documents by reference. Contractor hereby assigns to

County all of its interests in Subcontracts affecting the Work, effective only if County terminates the Contract for cause and only for Subcontracts designated by County within 30 days after the date of termination. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and County, except when, and only to the extent that, County elects to accept the assignment of the subcontract with such Subcontractor.

5.2 Separate Contractor Claims

Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the Work or lack of same at the site be made by any separate contractor against Contractor, County, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall indemnify and hold County and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against County and Engineer to the extent based on a claim arising out of Contractor's performance or lack of same of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work or lack of same by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against County or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from County or Engineer on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and County and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 4. An Extension of the Contract Time shall be Contractor's exclusive remedy with respect to County and Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Contractor or Engineer for activities that are their respective responsibilities.

ARTICLE 6

CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's right to Perform Construction and to Award Separate Contracts

County may perform Work on the Project site, including Work which has been deleted from the Contract by Change Order, with County's own forces or with Separate Contractors. Contractor shall cooperate fully with County's forces and Separate Contractors at the Project site and coordinate the scheduling and performance of the Work with the scheduling and performance of Work to be performed by County's forces or Separate Contractors. Contractor shall give County's forces and Separate Contractors reasonable opportunity to deliver and store materials and equipment on the Project site.

6.2 Mutual Responsibility

A. Contractor shall afford County and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of County and Separate Contractors as required by the Contract Documents.

B. If a portion of the Work is dependent upon the proper execution or results of other construction or operations by County or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of Work. Contractor shall promptly report to County's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Contractor shall not proceed with the portion of Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by County or Separate Contractor is suitable to receive the Work, except as to defects not then reasonable discoverable.

6.3 County's Right to Clean Up

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, County may clean up and allocate the cost between those firms it deems to be responsible

ARTICLE 7

CHANGES IN THE WORK

7.1 Changes

A. County may Order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to County. Upon receipt of any such document, Contractor shall promptly proceed with any changes in the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 4.3

7.2 Definitions

A. A Change Order is a Contract Document which has been signed by both County and Contractor, and states their agreement upon all of the following:

- A change in the Work, if any.
- The amount of an adjustment of the Contract Sum, if any.
- The amount of an adjustment of the Contract Time, if any.

B. A Directed Change Order may also be issued by the County without the Contractor's signature, where County determines that it is in County's best interest to allow Contractor to receive such an adjustment of the Contract Sum or Contract Time as County believes to be properly due Contractor, even though no agreement has been reached between County and Contractor.

C. A Field Order describes the scope or degree of a change in the Work which does not change the Contract Sum or Contract Time and the change described within the Field Order is agreed upon by County and Contractor.

7.3 Change Order Procedures

A. County and Contractor shall execute appropriate Change Orders (or Written Amendments) recommended by the County's Representative or Architect/ Engineer covering changes in the Work which are:

- (i) ordered by the County (ii) required because of acceptance of defective work, or County's correction of defective Work, or (iii) agreed to by the parties;
- changes in the Contract Price or Contract Times which are agreed to by the County and the Contractor, including any undisputed sums or amount of time for Work actually performed in accordance with a **Work Change Directive**; and
- changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the County's Representative, or Architect/Engineer, provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

B. Execution of a Change Order by the County and the Contractor shall be considered complete and final compensation. It is expressly understood and agreed that the Contractor shall not be entitled to any additional compensation or time associated with an executed Change Order.

7.4 Work Change Directive

The Work Change Directive is a written directive to Contractor issued on or after the Effective Date of the Agreement and signed by County and recommended by Architect/Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Upon receipt of a Work Change Directive, the Contractor shall promptly proceed with the directed changes.

7.5 Unit Price Work

A. County has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form.

B. County's Representative or Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

7.6 Waiver

A waiver of or failure by County or County's Representative to enforce any requirement in this Article 7 will not constitute a waiver of, and will not preclude the County or County's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum. The Contractor understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by County or its agents shall be binding upon County unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8

CONTRACT TIME

8.1 Commencement of the Work

The date of commencement of the Work shall be set forth in the Notice To Proceed, and in no case shall the Contractor start Work later than 10 days within receipt of the Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible to act.

8.2 Progress and Completion

Time limits stated in the Contract Documents are of the essence of the Contract. By signing the Agreement Contractor represents to County that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time. Contractor shall not, except by agreement or instruction of County in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If County's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full Completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to, County take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from County's representative, Contractor shall immediately notify County's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. Contractor shall reimburse County for any extra costs or expenses, including the reasonable value of any services provided by County's employees, incurred by County as the result of such measures.

8.3 Delay

Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

- to bear the risk of delays to completion of the Work; and
- that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

8.4 Adjustment of Contract Time

The Contract Times may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the County's Representative and the other party to the Contract in accordance with the provisions of paragraph 4.3. Any adjustment of the Contract Times covered by a Change Order or of any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article.

8.5 Weather Delays

Weather delays are generally referred to as “rain days,” and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion.

Rain delays will only be considered when the number of days in any month in which rainfall is 0.1 inch or greater, as recorded by the National Oceanic and Atmospheric Administration (NOAA) gauging station closest to the job site, exceeds the rolling 20-year average number of days for that month and for that location. NOAA data can be obtained from the historic climate information for the Charleston forecast office on their website. In lieu of using the NOAA gauge data, the contractor may install a County approved rain gauge on the project site. The gauge reading shall be reported daily on a log and presented to the County with the monthly invoice.

If in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County’s Representative within twenty-four (24) hours of the onset of the said condition

8.6 Delays Beyond Contractor’s Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 4.3. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by County, acts or neglect of utility owners or other contractors performing Work as contemplated by Article 5 fires, floods, epidemics, abnormal weather conditions, or acts of God.

8.7 Delays Within Contractor’s Control

The Contract Times will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

8.8 Delays Beyond County’s and Contractor’s Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both County and Contractor an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor’s sole and exclusive remedy for such delay.

8.9 Liquidated Damages

If the Contractor fails to substantially complete the Work by the specified completion date, the Contractor shall be liable for liquidated damages for each calendar date past the contract specified completion date. The date of substantial completion shall be determined by the County Engineer and his decision shall be final. The daily liquidated damages rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 unless otherwise specified in the Bid Documents.

8.10 Waiver

A. In no event shall County, County’s Representative, or County’s Architect/Engineer be liable to Contractor, any Subcontractor, and Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

- delays caused by or within the control of Contractor; or
- delays beyond the control of both County and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work contemplated by Article 5.

B. Nothing in paragraph 8.9 bars a change in Contract Price pursuant to this Article 4.3 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of County or anyone for whom County is responsible.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by County's Representative or Engineer subject to the provisions of paragraph 9.2.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. County or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 4.3 if:

- the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- there is no corresponding adjustment with respect any other item of Work; and
- if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Contractor believes that Contractor is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

9.2 Schedule of Values

Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. County's Representative will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the County Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). County Representative's written decision thereon will be final and binding (except as modified by County's Representative to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

9.3 Progress Payments

County agrees to pay monthly to Contractor, subject to paragraph 9.5, an amount equal to 90% of the sum of the following:

- Cost of the Work in permanent place as of the end of the preceding month.
- Plus costs of materials stored on site but not yet incorporated in the Work.
- Less amounts previously paid.

9.4 Application for Payment

On or before such date of the month as is established by the County's Representative, Contractor shall submit to County's Representative monthly applications for payment, on a form as provided by the County, together with such supporting data, as County requires. Adjusted progress schedules shall be submitted with Applications for payment, and shall be required supporting documentation for the Application for Payment. For each Work item and monthly period, the actual percentages shall be tabulated for Work completed as of the date of the Application for Payment and estimated percentages shall be tabulated for remaining Work and months, if any. Percentages for Unit Price Work shall be calculated based upon the quantities given in the Bid Form, so that upon completion of such Work, or prior thereto, the total of the tabulated percentages for a work item may be greater or less than 100. County's Representative will review the application for payment and submit a Certificate for Payment to County. County will pay to Contractor 90% of the cost of the Work in permanent place and approved by County, less amounts previously paid, **within 20 days after County's Representative's receipt of the Application For Payment** and all required supporting data. The 10% retained by County will be paid to Contractor in the final payment.

9.5 Certificate for Payment

A. If Contractor has made application in accordance with paragraph 9.4, County's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to County, with a copy to Contractor, a Certificate for Payment for such amount as County's Representative determines to be properly due.

B. Approval of any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:

- Defective Work not remedied.
- Third-party claims against Contractor or County arising from the acts or omissions of Contractor or Subcontractors.
- Stop notices.
- Failure of Contractor to make timely payments due Subcontractors for material or labor.
- A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- Damage to County or Separate Contractor for which Contractor is responsible.
- Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover County's damages for the anticipated delay.
- Failure of Contractor to maintain and update as-built documents.
- Failure of Contractor to submit schedules or their updates as required by the Contract Documents
- Performance of Work by Contractor without properly processed shop drawings.
- Liquidated damages assessed in accordance with Article 8 of the Agreement.
- Any other failure of Contractor to perform its obligations under the Contract Documents.

9.6 Retention

County shall deduct 10% from each Contractor payment as retainage. Retainage may be reduced at the County's discretion, to 5% upon 50% completion of the Work and/or upon recommendation of the Architect/Engineer. All remaining retainage to be paid upon satisfactory completion of all Work, as required by the Contract Documents.

9.7 Beneficial Occupation

County reserves the right, at its option and convenience, to make use of or otherwise occupy all or any part of the Work (Beneficial Occupancy) prior to completion of the Work and upon 10 days' notice to Contractor. Beneficial Occupancy shall be subject to the following conditions:

A. County's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to completion of the Contract.

Prior to Beneficial Occupancy, County will issue a certificate of beneficial occupancy on County's form.

- Beneficial Occupancy by County shall not be construed by Contractor as an acceptance by County of that portion of the Work which is to be occupied.
- Beneficial Occupancy by County shall not constitute a waiver of existing claims of County or Contractor against each other.
- Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to County an itemized list of each piece of equipment so operated with the date operation commences.
- The Warrantee Periods, as defined in paragraph 12.3, will commence upon the first date of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
- County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- County shall pay all utility costs which arise out of the Beneficial Occupancy.
- Contractor shall not be responsible for providing security in areas beneficially occupied.
- County shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.
- Contractor shall not be required to repair damage caused by County in its Beneficial Occupancy.
- Except as provided in this Article, there shall be no added cost to County due to Beneficial Occupancy.
- Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.8 Substantial Completion

A. "Substantial Completion" means the stage in progress of the Work, as determined by the County's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair County's ability to occupy and fully utilize the Work for its intended purpose.

B. When Contractor gives notice to County's Representative that the Work is substantially complete, unless County's representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, County's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. County's Representative will make an inspection to determine whether the Work is substantially complete. If County Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by County's Representative to determine Substantial Completion. Costs for additional inspection by County's Representative shall be deducted from any monies due and payable to Contractor. Neither tentative nor definitive certificates will be issued. However, the procedures set forth in the above paragraph may be used as a prelude to final acceptance.

C. When County's Representative determines that the Work is Substantially Complete, County's Representative will prepare a Certificate of Substantial Completion in County's format, which, when signed by County, shall establish the date of Substantial Completion and the responsibilities of the County and Contractor for security, maintenance, utilities, insurance, and damage to the Work. Unless otherwise provided in the Certificate of Substantial Completion, the Warrantee Period for the Work covered by the Certificate of Substantial Completion shall commence on the date of Final Payment for the Work. Substantial Completion shall not commence the Warrantee Period for any equipment or systems that:

- Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of a building which the County has neither Beneficially Occupied nor accepted as Substantially Complete; or
- Are not accepted by the County.

The Warrantee Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by the County.

9.9 Final Completion and Payment

A. Upon receipt of notice from the Contractor that the Work is ready for final inspection, County's Representative will make such inspection. Final Completion shall be when County's Representative determines that the Work is fully completed and in accordance with the Contract Documents. County will file a Notice of Completion within days after Final Completion. After receipt of the final Application For Payment, if County's Representative determines that Final Completion has occurred, County's Representative will issue the final Certificate For Payment.

B. Neither final payment nor any retention shall become due until Contractor submits the following items to County's Representative:

- The final Application For Payment and all submittals required in accordance with 9.4.
- All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, within 35 days after the filing of the Notice of Completion.

C. Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 Safety of Persons and Property

Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees involved in the Work and other persons who may be affected thereby; the Work in place and materials

and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors; and, other property at the Project site and adjoining property. Contractor shall erect and maintain until the acceptance of the Work, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel. Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to County and County's Representative. Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 Emergencies

In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize injury, damage, or loss. Contractor shall promptly notify County's Representative, which notice may be oral followed by written confirmation, or the occurrence of such an emergency and Contractor's action.

ARTICLE 11

INSURANCE AND BONDS

11.1 Contractors Insurance

A Contractor shall purchase and maintain until final payment property insurance upon the Work at the site. This insurance shall include the interest of the County, Contractor, Subcontractors, Engineer and Engineer's Consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "at risk" insurance for physical loss and damages including theft, vandalism, and malicious mischief, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (included but not limited to fees and charges of engineers, architects, attorneys and other professionals). All of the policies of insurance (and certificates or other evidence of insurance) required to be purchased by the Contractor will contain a provision that the coverage provided will not be materially changed, cancelled, or renewal refused until at least thirty (30) days prior written notice has been given to the County and Contractor and to each other party to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 11.3.

B Contractor shall purchase and maintain insurance coverage as required within the Schedule of Insurance Requirements of Exhibit GR-A, attached hereto and made part thereof.

C If required in the Schedule of Insurance Requirements of Exhibit GR-A in Part II of the General Requirements of the Specifications, attached hereto and made a part thereof, Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of the County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

D If the Work requires entry on any railroad right-of-way, insurance coverage and amount of coverage shall be provided in accordance with the requirements of the railroad.

11.2 Insurance Certificates

Before any Work at the site is authorized, Contractor shall deliver to the County Engineer, in triplicate, certificates as evidence of insurance which Contractor is required to purchase and maintain in accordance with the Schedule of Insurance Requirements. The certificates delivered by Contractor shall contain for each insurance policy required the following information: policy number, effective date, names and addresses of insureds, type of coverage, limits of liability, location of operations to which insurance applies, and expiration date. In addition, the certificates shall refer to these Contract Documents and state that the policy or policies provide the coverage and the amount of coverage required by the Contract Documents. Further, the certificates shall state that thirty days prior written notice shall be given to County of cancellation or material change in the policy. If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, County shall notify Contractor in writing thereof. Contractor shall provide such additional information in respect of information as County may reasonably request, before any Work at the Site is authorized.

11.3 Waiver of Rights

A. County and Contractor intend that all policies purchased in accordance with paragraph 11.1 will protect County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. County and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

B. County waives all rights against Contractor, Subcontractor, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and of them for:

- loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to County's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by County; and
- loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by County during partial utilization pursuant to paragraph 9.7, after Substantial Completion pursuant to paragraph 9.8, or after final payment pursuant to paragraph 9.9.

11.4 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 11.2 will be adjusted with County and made payable to County as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 11.3B. County shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement among the parties in interest is reached, the damaged Work shall be repaired or replaced, the money's so received on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. County as fiduciary shall power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to County's exercise of this power. If no such objection is made, County, as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, County as fiduciary shall give bond for the proper performance of such duties.

11.5 Performance Bond and Labor/Material Bond

Contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

A If a portion of the Work is covered contrary to County Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the County's Representative, be uncovered for County Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

B If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which County's Representative has not specifically requested to observe prior to its being covered, County's Representative may request to see such Work and it shall be uncovered and replaced by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work and replacing the Work shall be added to the contract sum by Change Order; and if the uncovering and replacing the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or Contract Sum.

12.2 Correction of Defective Work

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warrantee Period and (2) replace, repair, or restore to County's satisfaction any parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from County's Representative or County, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for County's Representatives services and expenses. Contractor shall perform corrective Work at such times that are acceptable to County and in such a manner as to avoid, to the extent practicable, disruption to County's activities.

12.3 Warrantee Period

The Contractor and his Surety shall unconditionally warrant and guarantee all workmanship and materials of the entire Contract to be and remain free of defects for a period of one year from the date of Final Payment.

12.4 Warrantee Inspection

The Contractor (or General Contractor and requested subcontractors) shall attend a warrantee inspection during the year following project completion. The inspection will be scheduled by the County for a date approximately nine months after the date of the Certificate of Substantial Completion. The Contractor shall take immediate action to remedy all warranty items identified during the inspection.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Suspension of Work

At any time and without cause, County may suspend the Work or any portion thereof by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times equal to the duration of the suspension of the Work.

13.2 Termination for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as adjusted from time to time pursuant to paragraph 8.4);
 - Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
 - Contractor's disregard of the authority of ENGINEER; or
 - Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 13.2.A occur, County may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without Liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph.

C. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which thereafter accrue. Any retention or payment of monies due Contractor by County will not release Contractor from liability.

13.3 Termination for Convenience

A. Upon seven days written notice to Contractor and Engineer, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

- for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others.
- for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13.4 Termination for Non-Appropriations

Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Governing Law

The Contract shall be governed by the laws of the State of South Carolina.

14.1.1 S.C. Law Clause

Upon award of a contract under this qualification, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed qualification the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

14.2 Successors and Assigns

County and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representative as of such other partying respect to

covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such reassignment, each of the original contracting parties shall remain legally responsible for all its obligations under the Contract.

14.3 Rights and Remedies

All rights and remedies of County under the Contract are cumulative with all other rights and remedies of County under the Contract or at law or in equity. No act or failure to act by County or County's Representative shall constitute a waiver of a right under the Contract, or approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by County or County's Representative of any breach or default shall constitute a waiver of any other breach or default nor constitute a continuing waiver. No provision contained in the Contract Documents shall create or give third parties any claims or right of action against County, County's Representative, or Contractor.

14.4 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract.

14.5 Complete Agreement

The Contract Documents constitute the full and complete understanding of the parties and supersede and previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

14.6 Severability of Provisions

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.7 Notices

All notices, demands, and other communications given under the Contract shall be in writing addressed to the respective parties at the addresses set forth in the Contract Documents, and shall be deemed given upon actual receipt or, in the case of registered or certified mail, on the date shown on the return receipt when delivery during normal business hours was made or attempted. Addresses may be changed by notice given in accordance with this provision.

14.8 Patents and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of County or Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. County or Architect/Engineer have no actual knowledge of any license fee or royalty due on any material or equipment specified in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless County, County's officers, agents, employees, Architect/Engineer, Architect's/Engineer's consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum shall include all royalties or costs arising from the use of such design device or materials, in any way involved in the Work.

ARTICLE 15

STATUTORY LANGUAGE REQUIREMENTS

15.1 Scope

The paragraphs under this article 15 contain language mandatory for public contracts under the laws of the State of South Carolina. Nothing in these paragraphs shall be construed to relieve Contractor of responsibility, to comply with all Laws and Regulations as set forth in the Contract Documents.

15.2 Affirmative Action

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth revisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

SPECIAL PROVISIONS

Beaufort County Government Center New Parking Lot

1. **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**
2. **There shall be no pre-qualifications of the Bidders.**
3. **Progress and Shop Drawing Schedules**

Before starting construction the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- A. Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements the work including durations and resources necessary for the successful and timely completion of the project. The computerized software if used will be Microsoft Project, SureTrac/Primavera or equal. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start time and end dates of each major item or phase of the work.
 - B. Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the Bid Document.
 - C. The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
 - D. Failure to provide timely updates and shop drawings may result in the withholding of progress payments.
4. **Progress and Job-Site Meetings**
 - A. A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice To Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.
 5. **Survey and Stakeouts**
 - A. The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey

and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

6. Supervision and Superintendence

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- A. Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- B. The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.