



## County Council Meeting Beaufort County, SC

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

**Monday, October 28, 2024  
5:00 PM**

### 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- Vice Chairman Lawrence McElynn
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 - *August 26, 2024; September 9, 2024; September 16, 2024; and September 23, 2024*
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION FOR RED RIBBON WEEK- YOUNG MARINES - *Vice-Chairman Lawrence McElynn*
- [8.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING OPERATION GREEN LIGHT - *Council Member David Bartholomew*
- [9.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING PENN CENTERS 162ND ANNIVERSARY- *Council Member York Glover*
- [10.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING THE OUTSTANDING PERFORMANCE AND COMMITMENT OF THE BEAUFORT COUNTY YOUR CONFERENCE YOUTH AMBASSADORS - *Council Member York Glover*

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#### CITIZEN COMMENTS

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**11. 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.*

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**COMMITTEE REPORTS**

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**12. LIASION AND COMMITTEE REPORTS**

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**PUBLIC HEARINGS AND ACTION ITEMS**

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**13. APPROVAL OF CONSENT AGENDA**

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

*Vote at First Reading on October 14, 2024: 10:0*

*Public Hearing will be held at Third Reading on November 12, 2024*

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

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

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

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

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

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

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**CITIZEN COMMENTS**

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

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



*obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*

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**EXECUTIVE SESSION**

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- 22. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO PENDING LITIGATION (*WARE V BEAUFORT COUNTY*)
  - 23. 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* )
  - 24. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO PENDING LITIGATION (*REDFISH HOLDINGS LLC V BEAUFORT COUNTY*)
  - 25. PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING CLAIMS OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (*BEAUFORT COUNTY V. OKATIE RIVER PARK/PEPPER HALL, LLC* )
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**END OF EXECUTIVE SESSION**

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

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## CONSENT AGENDA

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### Items Originating from the Community Services and Land Use Committee

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

*Vote at First Reading on September 23, 2024 - 11:0*

*Vote at Public Hearing and Second Reading on October 14, 2024 - 10:0*

2. THIRD READING OF AN ORDINANCE FOR A COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN

*Vote at First Reading on September 23, 2024 - 11:0*

*Vote at Public Hearing and Second Reading on October 14, 2024 - 10:0*

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

*Vote at First Reading on September 23, 2024 - 11:0*

*Vote at Public Hearing and Second Reading on October 14, 2024 - 10:0*

4. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600 009 000 0030 0000 AND ALSO KNOWN AS RAWSTROM ROAD

5. APPROVAL OF A RESOLUTION COMMITTING FUTURE FISCAL YEAR FUNDS TO BEAUFORT JASPER WATER SEWER AUTHORITY'S EFFORTS TO EXTEND ITS PUBLIC SEWER SYSTEM AND FACILITATE THE CONVERSION OF CUSTOMERS FROM SEPTIC TO SEWER IN THE ALLJOY NEIGHBORHOOD AREA IN BLUFFTON TO PROMOTE PUBLIC HEALTH AND ENVIRONMENTAL SAFETY

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

6. APPROVAL OF A CONTRACT CHANGE ORDER FOR AN ADDITIONAL \$10,958.49 IN FUNDING FOR THE COMPLETION AND CLOSEOUT OF THE FIRE STATION 34 PROJECT

### Items Originating from the Public Facilities and Safety Committee

7. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD

*Vote at First Reading on September 23, 2024 - 11:0*

*Vote at Public Hearing and Second Reading on October 14, 2024 - 10:0*

8. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION

- [9.](#) APPROVAL OF A RESOLUTION TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY FOR THE ITS MASTER PLAN FOR VARIOUS CORRIDORS IN BEAUFORT AND JASPER COUNTY
- [10.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)
- [11.](#) APPROVAL OF A RESOLUTION TO ACCEPT SCAC Grant 24-026 IN THE AMOUNT OF \$140,405.00 for HXD AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT
- [12.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD
- [13.](#) APPROVAL OF A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$3,000,000 FOR THE LAUREL BAY TREATMENT PLANT PROJECT
- [14.](#) APPROVAL OF A RESOLUTION TO ACCEPT SCAC Grant 24-027 IN THE AMOUNT OF \$157,006.00 for ARW RUNWAY 07/25 REHABILITATION PROJECT
- [15.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH
- [16.](#) APPROVAL OF A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$1,600,000 FOR THE PORT ROYAL RECLAMATION FACILITY PROJECT.
- [17.](#) APPROVAL OF CONTRACT AWARD FOR A DESIGN CONTRACT TO KIMLEY HORN FOR THE REALIGNMENT OF SC 462 AT SC 170
- [18.](#) APPROVAL FOR A TALBERT, BRIGHT, AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2401 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT
- [19.](#) APPROVAL OF A CONTRACT AWARD TO QUALITY ENTERPRISES USA FOR IFB # 070924 ARW RUNWAY REHABILITATION CONSTRUCTION PROJECT
- [20.](#) APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BEAUFORT AND THE APPROVAL OF A CHANGE ORDER TO EUROVIA ATLANTIC DBA BLYTHE FOR IFB #011224E YEAR 7 RESURFACING PROJECT FOR THE PAVING OF CITY-OWNED ROADS IN BATTERY SHORE NEIGHBORHOOD

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#### **END OF CONSENT AGENDA**

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

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



## County Council Meeting Beaufort County, SC

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

**Monday, August 26, 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/313392>*

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 4:59pm.

#### PRESENT

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance and Council Member Glover gave the invocation.

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

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

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Cunningham to approve the agenda.

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

**5. APPROVAL OF MINUTES.**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve the County Council Meeting Minutes of May 28, 2024; June 10, 2024; June 24, 2024. and the Special Called County Council Meetings of June 4, 2024; and June 27, 2024.

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

**6. CHAIRMAN'S UPDATE**

To see the full update please click on the link below.

<https://beaufortcountysc.new.swagit.com/videos/313392>

**7. ADMINISTRATOR'S REPORT**

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

<https://beaufortcountysc.new.swagit.com/videos/313392>

**8. PRESENTATION OF A PROCLAMATION FOR THE LANDS END WOODLAND RIVER FESTIVAL DAY**

Council Member Glover presented a proclamation recognizing Lands End Woodland River Festival Day.

**9. PRESENTATION OF FRAMEWORK AND TIMELINE FOR IMPLEMENTING COUNCIL'S ACTION ITEMS RELATING TO PROCUREMENT AND PURCHASING ISSUES (SPECIAL CALLED MEETING OF COUNTY COUNCIL, JULY 23, 2024)**

Administrator Moore discussed the framework and timeline for implementing the Council's Action Items related to procurement and purchasing Issues.

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

<https://beaufortcountysc.new.swagit.com/videos/313392>

**10. PRESENTATION OF MONTHLY LIST OF COMPETITIVE AND NON-COMPETITIVE CONTRACT AWARDS AND MATERS RELATED THERETO (SPECIAL CALLED METING OF COUNTY COUNCIL, JULY 23, 2024)**

Acting CFO, John Robinson reviewed a list of monthly competitive and non-competitive contract awards that Beaufort County entered into in July of 2024.

Senator Tom Davis gave an update.

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

<https://beaufortcountysc.new.swagit.com/videos/313392>

**11. CITIZEN COMMENT PERIOD**

Citizen comments were taken.

**12. LIASION AND COMMITTEE REPORTS**

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

<https://beaufortcountysc.new.swagit.com/videos/313392>

**13. TIME SENSITIVE ITEM FROM THE 8.26.2024 FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING - FIRST 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**

**Motion** It was moved by Vice-Chairman McElynn, Seconded by Council Member Lawson to approve first 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.

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

- 14. TIME SENSITIVE ITEM FROM THE 8.26.2024 FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING - FIRST 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**

**Motion:** It was moved by Council Member Bartholomew, Seconded by Council Member Howard to approve first 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.

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

- 15. TIME SENSITIVE ITEM FROM THE 8.26.2024 FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING - APPROVAL RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT GRANT APPLICATION REGARDING PROJECT MICRO AND TO SUBMIT IT TO THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Dawson to approve a resolution authorizing the county administrator to execute the Economic Development grant application regarding Project Micro and to submit it to the South Carolina Coordinating Council for Economic Development.

**The Vote** - Motion approved without objection.

- 16. DISCUSSION OF PROVIDING THE HAYNSWORTH SINKLER BOYD REPORT AND ALL SUPPORTING DOCUMENTS PREPARED BY HAYNSWORTH SINKLER BOYD TO STATE AND COUNTY LAW ENFORCEMENT**

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Bartholomew to to provide the Haynsworth Sinkler Boyd report and all supporting documents prepared by Haynsworth Sinkler Boyd to state and county law enforcement.

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

- 17. APPROVAL OF CONSENT AGENDA**

**Motion to amend:** It was moved by Council Member Bartholomew, Seconded by Council Member Glover to remove item 1. on the consent agenda; approval of a resolution partnering with the United Way of the Lowcountry community-wide strategic plan, to now be the new item 17a due to the need for a recusal.

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

**Main Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Howard to approve the consent agenda as amended to include the following consent agenda items: Recommend approval to council to authorize the county administrator to enter a local public agency (LPA) agreement with the South Carolina Department of Transportation (SCDOT) for three projects: US 278 corridor study, SC 170 corridor study, and intelligent transportation system (its) master plan; recommend approval to council to award a contract to Wood & Partners for ifb #030524 Camp St. Mary's Park A&E service; recommend approval of contract award to Wilma's tank & pump company for ifb #061124, Camp St. Mary's building demolition; recommend approval to council of a resolution to adopt the 2023 Beaufort County Traffic Calming Policy; approval of a resolution authorizing the county administrator to accept a waste oil grant from the South Carolina Department of Environmental Services (DES) for \$68,403.60; approval of a resolution authorizing the county administrator to accept a solid waste management grant from the South Carolina Department of Environmental Services (DES) for \$115,750.00; approval of a resolution authorizing the county administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and Apple Transportation; approval of a resolution authorizing the county administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and Ferguson Transportation; approval of a resolution authorizing the county administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and Native Islander's Transportation, LLC; approval of a resolution authorizing the county administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and S & J Expressway Taxi, Inc.; approval of a resolution to accept FAA Bill AIG grant funding for the Beaufort Executive Airport (ARW) runway 07/25 rehabilitation (construction) project - contingent upon final FAA offer; approval of a resolution to accept FAA bipartisan infrastructure law (BIL) airport infrastructure grant (AIG) for the Hilton Head Island airport (HDX) airport layout plan (alp) - contingent upon final FAA offer; approval of a resolution to accept FAA AIP grant funding for the Beaufort Executive Airport (ARW) runway 07/25 rehabilitation (construction) project - contingent upon final FAA offer; approval of a resolution authorizing the county administrator to enter into a non-tenant commercial operating agreement between Beaufort County and Stevens Aerospace and Defense System; approval of a resolution to accept FAA airport improvement project grant (AIP) for St. James Baptist Church relocation environmental documentation phase i - contingent upon final FAA offer; approval of a resolution authorizing the county administrator to enter into a non-tenant commercial operating agreement between Beaufort County and Constant Aviation; approval of a resolution authorizing the county administrator to enter into a non-tenant commercial operating agreement between Beaufort County and EGA Aero Specialty Services LLC; and approval of a resolution authorizing the county administrator to enter into a memorandum of understanding with the City of Beaufort for maintenance of county-owned property known as Boundary Street Vista - logan (r100 026 00a 0260 0000 and r100 026 00a 0261 0000).

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

**17a. APPROVAL OF A RESOLUTION PARTNERING WITH THE UNITED WAY OF THE LOWCOUNTRY COMMUNITY WIDE STRATEGIC PLAN**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover to approve a resolution partnering with the United Way of the Lowcountry community-wide strategic plan.

**The Vote - Voting Yea:** Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, and Council Member Reitz.  
**Voting Abstaining:** Council Member Bartholomew. The motion passed 10:0 with 1 abstention.



**18. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S TRAFFIC IMPACT ANALYSIS (TIA) POLICY**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Brown to approve a public hearing and third reading of an ordinance to amend Beaufort County's traffic impact analysis (tia) policy.

Chairman Passiment opened the floor for a public hearing.

No one came forward

Chairman Passiment closed the public hearing.

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

<https://beaufortcountysc.new.swagit.com/videos/313392>

**Motion to Amend:** It was moved by Council Member Tabernik, Seconded by Council Member Bartholomew to postpone third reading to the next council meeting to allow staff to make some necessary changes.

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

**19. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL A-TAX COMMITTEE**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Glover to approve public hearing and third reading of an ordinance providing for the appropriation of funds for the fiscal year 2024-2025 generated by the local a-tax committee.

Chairman Passiment opened the floor for a public hearing.

No one came forward

Chairman Passiment closed the public hearing.

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

**20. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL HOSPITALITY TAX**

**Motion:** It as moved by Council Member Tabernik, Seconded by Council Member Glover to approve a public hearing and third reading of an ordinance providing for the appropriation of funds for the fiscal year 2024-2025 generated by the local hospitality tax.

Chairman Passiment opened the floor for public hearing.

No one came forward

Chairman Passiment closed the public hearing.

**The Vote** - Motion was moved without objection.

**21. PUBLIC HEARING AND FIRST READING OF AN ORDINANCE TO REZONE 4.73 ACRES (R200 019 000 0076 0000) LOCATED AT 26 EUSTIS LANDING ROAD FROM T2 RURAL (T2R) AND T2 RURAL CENTER (T2RC) TO T2 RURAL CENTER (T2RC)**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Lawson to approve a public hearing and first reading of an ordinance to rezone 4.73 acres (r200 019 000 0076 0000) located at 26 Eustis Landing Road from T2 Rural (T2R) and T2 Rural Center (t2rc) to t2 rural center (t2rc).

Chairman Passiment opened the floor for a public hearing.

No one came forward

Chairman Passiment closed the public hearing.

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

<https://beaufortcountysc.new.swagit.com/videos/313392>

**Motion to Amend:** It was moved by Council Member Glover, Seconded by Council Member Howard to deny the first reading of an ordinance to rezone 4.73 acres (r200 019 000 0076 0000) located at 26 Eustis Landing Road from T2 Rural (T2R) and T2 Rural Center (T2RC) to T2 Rural Center (T2RC) because it is not consistent with the goals and policies of the comprehensive code and purpose of the development code, does not address or demonstrate a community need, it is not compatible with the existing and proposed use of land surrounding this land, it would adversely affect nearby land and would not result in logical and orderly development patterns.

**The Vote - Voting Yea:** Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, and Council Member Reitz. The motion passed 11:0.

**22. FIRST 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**

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to approve first 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.

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

**23. FIRST 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**

**Motion** It was moved by Council Member Cunningham, Seconded by Council Member Glover first 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.

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

**24. CITIZEN COMMENT PERIOD**

Citizen comments were taken.

**25. EXECUTIVE SESSION**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Glover to go into executive session to discuss the items below:

*Under S. C. Code Section 30-4-70(a)(2) to receive legal advice where the advice relates to pending litigation and potential claims (opioid litigation, faa matter)*

*Under S. C. Code Section 30-4-70(a)(2) to receive legal advice where the advice relates to pending litigation (Pine Island Property Holdings, LLC v Beaufort County)*

*Under S. C. Code Section 30-4-70(a)(2) to receive legal advice where the advice relates to pending litigation (walls v Jim Beckert and Beaufort County)*

*Under S. C. Code Section 30-4-70(a)(2) to receive legal advice where the advice relates to pending litigation (Broad Creek Marina litigation)*

*Under S. C. Code Section 30-4-70(a)(2): to receive legal advice where the legal advice relates to matters covered by the attorney-client privilege (DIFS contract)*

*Under S. C. Code Section 30-4-70(a)(2): to receive legal advice where the legal advice relates to matters covered by the attorney-client privilege (retaining legal counsel)*

*Under S. C. Code Section 30-4-70(a)(1) discussion of employment of persons regulated by a public body.*

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

## **26. MATTERS ARISING OUT OF EXECUTIVE SESSION**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Brown to approve Beaufort County to participate in a recently negotiated Kroger Settlement in the opioid litigation and ratify Mr. Moore's signature on the subdivision and release form which was previously submitted by Mr. Moore to meet the September 12th participation deadline.

**The Vote** - Motion passed without objection.

The Chairman stated items 30 and 31 were not discussed in executive session and would be discussed at the next council meeting.

## **27. ADJOURNMENT**

The meeting adjourned at 7:53PM

## **COUNTY COUNCIL OF BEAUFORT COUNTY**

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

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



## County Council Meeting Beaufort County, SC

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

**Monday, September 09, 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/314437>*

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:06PM

#### PRESENT

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the pledge and gave the invocation.

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

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

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to approve the agenda.

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

**5. APPROVAL OF MINUTES**

**Motion:** It was moved by Council Member Howard, Seconded by Vice-Chairman McElynn to approve the minutes of July 15, 2024.

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

**6. ADMINISTRATOR'S REPORT**

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

<https://beaufortcountysc.new.swagit.com/videos/314437>

**7. PRESENTATION OF A PROCLAMATION RECOGNIZING RECOVERY MONTH**

Vice-Chair McElynn presented a proclamation to Nexus Care of Beaufort County.

**8. PRESENTATION OF A PROCLAMATION RECOGNIZING MEMBERS OF THE SOUTH CAROLINA STATE GUARD**

Council Member Tabernik presented a proclamation to the Members of the South Carolina State Guard.

**9. CITIZEN COMMENTS**

Citizen comments were taken.

**10. LIASION AND COMMITTEE REPORTS**

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

<https://beaufortcountysc.new.swagit.com/videos/314437>

**11. APPROVAL OF CONSENT AGENDA**

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Dawson to approve the following consent agenda items: second 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; approval of a resolution authorizing the county administrator to accept block grant awards offered by the South Carolina Department of Alcohol and other drug abuse services; approval of a contract to pave around Bluffton Township Fire District's training building; approval of the appointment of David Johnson to the Beaufort County Transportation Committee for a four-year term with the expiration date of august 2028; and Boards and Commissions appointments & reappointments.

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

**12. THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S TRAFFIC IMPACT ANALYSIS (TIA) POLICY**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Howard to approve the THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S TRAFFIC IMPACT ANALYSIS (TIA) POLICY.

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

**13. PUBLIC HEARING AND SECOND 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**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Glover to approve public hearing and second 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.

The Chairman opened the floor for a public hearing

No one came forward

The Chairman closed the public hearing

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

**14. PUBLIC HEARING AND SECOND 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**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Lawson to approve a public hearing and second reading of an ordinance authorizing the county administrator to execute the necessary documents, to provide funding for purchasing real property identified as Cooler Tract B.

The Chairman opened the floor for a public hearing

No one came forward

The Chairman closed the public hearing

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

**15. PUBLIC HEARING AND SECOND 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**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Howard to approve a public hearing and second 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.

The Chairman opened the floor for a public hearing

No one came forward

The Chairman closed the public hearing

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

**16. FIRST 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**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve the first 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.

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

#### 17. CITIZEN COMMENT PERIOD

Citizen comments were taken.

#### 18. **Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Glover to go into executive session to discuss the items below:

*Under S. C. Code §30-4-70(a)(2): to receive legal advice where the legal advice relates to matters covered by the attorney-client privilege (retaining legal counsel)*

*Under S. C. Code §30-4-70(a)(1) discussion of employment of persons regulated by a public body.*

*Under S. C. Code §30-4-70(a)(2) to receive legal advice where the advice relates to pending litigation (Pine Island Property Holdings, LLC V Beaufort County)*

*Under S. C. Code §30-04-70(a)(2) to receive legal advice regarding contractual arrangements (Pepper Hall/Okatie Park)*

*Under S. C. Code §30-4-70(a)(2) to engage in discussions and negotiations incident to proposed contractual arrangements (lobbying contract)*

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

#### 19. MATTERS ARISING OUT OF EXECUTIVE SESSION

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Brown that council have a special called meeting of council on Monday, September 16th to allow each of the parties in the Pine Island litigation to present their positions to County Council. Only the attorneys will make the presentations and the presentations will take place in executive session because they are part of discussions of a settlement.

**The Vote - Voting Yea:** Chairman Passiment, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Howard, Council Member Lawson, Council Member Tabernik, and Council Member Reitz.

**Voting Nay:** Vice-Chairman McElynn, and Council Member Glover. The motion passed 9:2.

#### 20. ADJOURNMENT

The meeting adjourned at 7:42PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman



ATTEST:

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Sarah W. Brock, Clerk to Council  
Ratified:



## Special Called Meeting of County Council Beaufort County, SC

\*IMMEDIATELY FOLLOWING OR AT THE CONCLUSION OF THE PUBLIC FACILITIES  
COMMITTEE MEETING\* Council Chambers, Administration Building Beaufort County  
Government Robert Smalls Complex 100 Ribaut Road, Beaufort

**Monday, September 16, 2024  
4:00 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/315249>*

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 4:00 pm

#### 2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the pledge.

#### 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

**Motion to Amend:** It was moved by Council Member Cunningham, Seconded by Council Member Tabernik, to amend agenda item 5 to read: Pursuant to S.C. Code Section 30-4-70-(A)(2): Receipt of Legal Advice Where the Legal Advice Relates to Pending, Threatened, or Potential Claim or Other Matters Covered by the Attorney Client Privilege, Possible Settlement, Possible Settlement of Legal Claims, or the Position of the County in Adversary Situations Involving the Assertion Against the County of a Claim, and the Discussion of Negotiations Incident to Proposed Contractual Arrangements, All Related to the Pine Island Litigation.

**The Vote:** Motion approved without objection.

**Main Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Tabernik to approve the agenda as amended.

**The Vote:** Motion approved without objection.

#### 5. EXECUTIVE SESSION

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Brown to go into executive session for the receipt of legal advice where the legal advice relates to pending, threatened, or potential claim or other matters covered by the attorney client privilege, possible settlement, possible

settlement of legal claims, or the position of the county in adversary situations involving the assertion against the county of a claim, and the discussion of negotiations incident to proposed contractual arrangements, all related to the Pine Island Litigation.

**The Vote:** Motion approved without objection.

## 6. MATTERS ARISING OUT OF EXECUTIVE SESSION

**Motion:** It was moved by Council Member Howard, seconded by Council Member Tabernik to authorize the county attorneys to advise the mediator that counsel does not accept the settlement proposal made in the mediation.

**The Vote** - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Nay:** Council Member Brown, Council Member Cunningham, and Council Member Reitz. The motion passed 8:3.

## 7. ADJOURNMENT

The meeting adjourned at 6:34PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

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



## County Council Meeting Beaufort County, SC

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

**Monday, September 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/315922>*

#### 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 Logan Cunningham  
Council Member Gerald Dawson  
Council Member York Glover  
Council Member Alice Howard  
Council Member Mark Lawson  
Council Member Anna Maria Tabernik  
Council Member Thomas Reitz

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance and Council Member Brown gave the invocation.

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

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

#### 4. APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Howard, seconded by Council Member Bartholomew to move the executive session item to occur before the second citizens' comment session and to include a presentation of a proclamation.

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

**Main Motion:** It was moved by Council Member Dawson, Seconded by Council Member Tabernik to approve the agenda as amended.

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

## 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve the minutes of the Special Called Council Meeting of July 23, 2024.

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

## 6. ADMINISTRATOR'S REPORT

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

<https://beaufortcountysc.new.swagit.com/videos/315922>

## 7. PRESENTATION OF A PROCLAMATION RECOGNIZING THOMAS J. KEAVENY II

Chairman Passiment presented a proclamation recognizing Thomas Keaveny.

## 8. PRESENTATION OF A PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH

Vice-Chair McElynn presented a proclamation recognizing Hispanic Heritage Month.

## 9. UPDATE ON THE PROGRESS OF HISTORIC MITCHELVILLE

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

<https://beaufortcountysc.new.swagit.com/videos/315922>

## 10. CITIZEN COMMENT PERIOD

Citizen Comments were taken.

## 11. LIASION AND COMMITTEE REPORTS

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

<https://beaufortcountysc.new.swagit.com/videos/315922>

## 12. APPROVAL OF CONSENT AGENDA

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Brown to approve the following consent agenda items: 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; 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; 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; approval of a change order to Davis & Floyd for rfp#092420te lady's island access roads design and engineering; 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; and approval of contract award to gulf stream construction for ifb#072224 Beaufort County Government Center (new Arthur Horne) parking lot project.

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

**13. 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**

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Dawson to approve 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.

Chairman Passiment opened the floor for a public hearing.

No one came forward

Chairman Passiment closed the public hearing.

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

**14. 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**

**Motion** made by Council Member Howard, Seconded by Council Member Bartholomew 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.

Chairman Passiment opened the floor for a public hearing.

No one came forward

Chairman Passiment closed the public hearing.

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

**15. 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**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Glover to approve 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 for the following reasons: it is consistent with the goals, objectives, and policies of the comprehensive plan; It is not in conflict with any provision of this development code or the code of ordinances; it is not required by change conditions; it does address a demonstrated community need; it is consistent with the purpose and intent of the zones in this development code or would improve compatibility among uses and assure efficient development within the county; it would result in a logical and orderly development pattern; and it would not result in any 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.

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

**16. 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**

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Tabernik to approve 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 for the following reasons: capital investment population trends, land committed to development, density use, or other conditions have changed that justify the amendment; it is consistent with the comprehensive plan goals and policies; it is necessary to respond to state and or federal legislation; it would result in a development that is compatible with surrounding land uses; it would not affect the capacity of the public facilities and services including roads, utilities, law enforcement, fire, ems, schools, parks and recreation, solid waste and drainage facilities; and would not result in a negative impact to the natural resources.

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

**17. 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**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Glover to approve 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.

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

**18. 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**

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to approve 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.

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

**19. 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**

**Motion:** It was moved by Council Member Brown, Seconded by Council Member Cunningham to approve 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.

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

**20. EXECUTIVE SESSION**



**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to go into executive session to discuss the items below:

*Pursuant To S.C. Code Sec. 30-4-70(A)(2): receipt of legal advice where the advice relates to pending claims or other matters covered by the attorney-client privilege (Beaufort County V. Broad Creek Development, LLC )*

*Pursuant To S.C. Code Section 30-4-70(A)(2) receipt of legal advice where the legal advice relates to settlement of legal claims (Walls V Beaufort County and James Beckert)*

*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)*

*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)*

## **21. MATTERS ARISING OUT OF EXECUTIVE SESSION**

**Motion:** It was moved by Vice-Chairman McElynn, Seconded by Council Member Brown that council authorize the county administrator to execute a settlement agreement with the Federal Aviation Administration for a proposed civil penalty assessed by the FAA against the Hilton Head Island Airport, a violation of the code of federal regulations, which occurred in 2022 for the amount discussed in executive session.

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

## **22. CITIZEN COMMENT PERIOD**

Citizen comments were taken.

## **23. ADJOURNMENT**

The meeting adjourned at 6:47PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

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

## ~ Proclamation ~

**Whereas**, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

**Whereas**, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

**Whereas**, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

**Whereas**, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

**Whereas**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

**Whereas**, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

**Now, therefore, be it resolved**, that Beaufort County Council recognizes October 23<sup>rd</sup> – 31<sup>st</sup> as RED RIBBON WEEK in Beaufort County and urges all citizens to join in this special observance.



Dated this 28th day of October 2024.

Joseph F Passiment, Chairman  
Beaufort County Council

## ~ Proclamation ~

**Whereas**, the residents of Beaufort County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**Whereas**, Beaufort County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

**Whereas**, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Services Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year; and

**Whereas**, approximately 200,000 service members transition to civilian communities annually; an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**Whereas**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life and active service members transitioning from military service are at a high risk for suicide during their first year after military service; and

**Whereas**, the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and Beaufort County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted;

**Now, therefore be it Resolved**, with designation as a Green Light for Veterans County, Beaufort County hereby declares the month of November a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

**Be it further**, that in observance of Operation Green Light, Beaufort County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence for the month of November.

Dated this 28th day of October 2024

\_\_\_\_\_  
Joseph Passiment, Chairman  
Beaufort County Council

## ~ Proclamation ~

**Whereas**, in 1862, the Penn School was one of the first academic schools in the South established by two Northern missionaries, Laura M. Towne, and Ellen Murray, to provide a formal education for formerly enslaved Africans; and

**Whereas**, for 162 years, Penn Center, Inc., located on St. Helena Island, SC, has been at the epicenter of African American education, historic preservation, and social justice for tens of thousands of descendants of formerly enslaved Africans living in the Sea Islands, known as the Gullah people; and

**Whereas**, the school closed in 1948, Penn became the first African American site in South Carolina whose primary purpose was to safeguard the heritage of a Gullah community, by preserving districts and landmarks that epitomize essential elements of its culture, history, to promote the use and conservation of such landmarks for the education; and

**Whereas**, in the 1960's, Penn Center assumed the mantle of social justice by ushering in the Civil Rights Movement and serving as the only location in South Carolina where interracial groups, such as Dr. Martin L. King Jr. and the Southern Christian Leadership Conference and the Peace Corps, could have safe sanctuary in an era of mandated de jure segregation; and

**Whereas**, in 1972, Penn established the Land Use and Environmental Education Programs to assist native islanders with issues of land retention and stewardship through education and legal services; and

**Whereas**, in 1974, the Penn Center received recognition for nominating its own campus of seventeen historic structures and eight other sites on St. Helena Island as a National Historic Landmark District one of only four in the state of South Carolina, and the only African American Historic District so named, and

**Whereas**, in 1994, Penn Center opened the York W. Bailey Museum, the first African American museum in Beaufort County, to interpret the history of Penn Center, as well as that of the Gullah community of St. Helena Island, and

**Whereas**, in 2008, Penn Center, Inc. demonstrated in responsiveness in meeting the on-going and evolving needs of the community by entering a unique public-private partnership with the Beaufort County Library and the Beaufort-Jasper-Hampton Comprehensive Health Services, Inc. to build a multi-million-dollar library and health center complex on property leased and/or donated by the Penn Center, and

**Whereas**, January 2017, Penn Center and other historic sites in Beaufort County were dedicated the nation's first Reconstruction Era National Monument by President Barack Obama, and

**Whereas**, Penn Center commemorates its 162<sup>nd</sup> Anniversary in 2024, it has continued to endure both as a national monument promoting historic preservation, as well as a catalyst for economic sustainability throughout the Sea Islands.

**Now, therefore, be it resolved**, that Beaufort County Council celebrates Penn Center as it commemorates its 162<sup>nd</sup> Anniversary.

Dated this 28th day of October 2024

\_\_\_\_\_  
Joseph F Passiment, Chairman  
Beaufort County Council

## ~ Proclamation ~

**Whereas**, the 2024 Ambassadors formerly known as Beaufort County Youth Planners for the Beaufort County Youth Conference; and

**Whereas**, the 26 Ambassadors initially came together in March 2024 for the initial planning session for the 2024 Beaufort County Youth Conference. The Ambassadors through team-building activities, brainstorming and prioritizing decided the theme “Don’t Snooze Your Bad Habits”, and their concerns generated these workshop topics: School Safety, Substance Abuse & Assault, and Social Media; and

**Whereas**, the Ambassadors met monthly from June 2024 to September 2024 for training in the areas of public speaking, effective communication and listening skills, and effective leadership skills to enhance their abilities as leaders; and

**Whereas**, the 26 Ambassadors committed themselves to uphold and live by the Ambassador’s Creed; and

**Now, therefore, be it resolved**, that Beaufort County Council hereby proclaim, celebrate, and recognize this date October 28, 2024, The Beaufort County Youth Conference Ambassadors as Leaders in the County of Beaufort.

**Beaufort County Youth Conference Youth Ambassadors**

Dated this 28th day of October 2024

---

Joseph F Passiment, Chairman  
Beaufort County Council

## COUNTY COUNCIL

CITIZENS COMMENTS 2<sup>nd</sup> PORTIONDATE: 10/28/24 Any TopicPRINT FULL NAME: Carrie B. MajorTOPIC: St. Helena Island Youth Community Ctr.

## COUNTY COUNCIL

CITIZENS COMMENTS 2<sup>nd</sup> PORTIONDATE: Oct 28 Any TopicPRINT FULL NAME: William Smith

TOPIC: \_\_\_\_\_

## COUNTY COUNCIL

CITIZENS COMMENTS 2<sup>nd</sup> PORTIONDATE: 28 Oct. 2024 Any TopicPRINT FULL NAME: Edie RodgersTOPIC: Tax Referendum

## COUNTY COUNCIL

~~CITIZENS COMMENTS 2<sup>nd</sup> PORTION~~

## AGENDA ITEMS ONLY

DATE: Oct. 28, 2024PRINT FULL NAME: Cynthia HolmesAgenda Item to be addressed: Community Ctr. for

~~Outlook~~~~Draft~~ TAX REFERENDUM PROPOSAL, 2024

From Edie Rodgers &lt;rodgerssem@gmail.com&gt;

Draft saved Fri 10/25/2024 8:51 PM

To Edie Rodgers &lt;rodgerssem@gmail.com&gt;

TO: BEAUFORT COUNTY COUNCIL MEMBERS

Do all of you have a copy of the S.C. Legislature bill entitled 'OPTIONAL METHODS FOR FINANCING TRANSPORTATION FACILITIES', Section 4-37-10, which became law in May 1995? It has had several amendments since that time, one of the latest being the addition of Mass Transit Systems and Greenbelts as possible capital improvement projects. Perhaps I should remind the Council that in 2022 the voters approved a 1% increase in their taxes to fund "greenbelt projects" to the tune of \$100,000,000 and I suspect that amount will be reached shortly, altho it must end by May 1st, whether or not the funds have been collected. We need to be sure the collection is stopped when the \$100 million is reached because over-runs are not unusual, as was the case with the 2018 referendum when \$16 million additional dollars were collected. Of course the taxpayers hope that all these millions of dollars are safely invested and making money for Beaufort County, but then we've never been told if and/or how the money is held by the State or the County.

This Capital Improvements Tax is one of the best bills ever enacted in S.C., in my opinion, because it allows each County to let the citizens vote on whether or not they want to fix their existing roads or build new ones by paying up to 1% additional tax for a specified time, rather than waiting many years for the State to do what had always before been their responsibility. You can be sure most citizens have no idea that the majority of roads they drive on are State roads, rather than County or City roads.....Back to the referendum in November 2024.....

You, County Council, and your staff, have lost our trust and it didn't happen solely on the broken promises from the 2018 referendum. That's just the latest thing added to the list which goes back many years. BUT, you've made it stick in our craw by throwing in the \$30 million for Lady's Island projects in 2018 purely to get us to vote for the referendum, and we did, but you haven't kept your word. We understood that the funds were needed to replace the bridge to Hilton Head and I never heard residents north of the Broad River (NOB) complaining about so much money going to Hilton Head. So you added the \$30 million package of much-needed projects to ease the congestion on Lady's Island, but you did so without a real plan for each of those projects. And certainly nothing was prioritized! We don't understand how you can put a price on a project that hasn't even been designed! ..... So we start paying the tax in May of 2019 and I believe I was told the total had been collected several months prior to the deadline of May 2021, AND we had collected \$16 million more than was specified in the referendum, due to someone's failure to stop the collection when total funds were reached, as required by law.

At the January 2022 meeting of LIBPA, the County staff member making the presentation passed out a report (copy attached) which showed that only one (1) of our projects had been completed, six (6) were in DESIGN, and three (3) were in PRE-DESIGN. Fast forward to the LIBPA meeting of November 8, 2022, and the report (copy attached) shows we still have one completed (turn lane), 2 are ON HOLD, and 6 are



in DESIGN. Now we're told during the discussion on the 2024 tax proposal that we have approximately \$150 million left from the 2018 TST, yet we'll need money from the new proposal to help pay for the items promised in 2018. We're also told that COVID and inflation caused the shortfall. I say putting "the cart before the horse" caused the shortfall.

Please know that we're NOT going to vote for this referendum you've put on the ballot, and you won't regain our trust until you get the horse in front of the cart. By that I mean: Do the proper planning, explain the projects to the people and publish them "in a newspaper of general circulation in the jurisdiction", as required by the bill, get estimates so you can realistically price the projects, and show us some real integrity and transparency.

If I may be so bold, I personally believe the County and each municipality should declare a moratorium on approving new residential projects until each entity prepares a spread sheet of every project already approved so we can combine that information and compile the data needed to figure out where we're going to need new roads, new schools, power grids, water & sewer, etc, etc.. All these new residents means we'll need lots of new or improved/expanded infrastructure, so let's pause and make a sincere effort to get ahead of the constant influx. It all starts with informed planning.

In the meantime, we'll be voting NO on the 2024 new tax referendum!

Edie Rodgers  
Former S.C. Representative, Dist. 124  
(November 1996 - November 2002)

843-986-0525

*Edie Rodgers*  
*28 October 2024*



# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 14.

### ITEM TITLE:

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

### MEETING NAME AND DATE:

Finance, Administration, and Economic Development Meeting, September 23, 2024

### PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety

David Cheatwood -First Tryon Financial Analyst – remote

Jeremy Cook – HSB – Bond Council -remote

30 minutes

### ITEM BACKGROUND:

February 6, 2024, discussed at Strategic Planning workshop.

May 28, 2023, County Council approved a resolution committing funds for the construction of a regional workforce training center.

May 1, 2024, David Cheatwood, First Tryon Financial Advisor, presented to the Finance, Administration, and Economic Development Committee regarding bonding options.

### PROJECT / ITEM NARRATIVE:

FY 25 General Obligation Bond issuance. On February 6, 2024, during the Strategic Planning workshop, County Council discussed capital needs of County owned infrastructure as well as their desire to support higher education, workforce and affordable housing, as well as community health care needs. Each of these areas were discussed and the potential funding source of a General Obligation bond. Through the budget process, staff developed the FY 2025 Capital Improvement Plan to identify the counties capital needs. County Staff worked with Beaufort Memorial Hospital (“BMH”), and the Technical College of the Lowcountry (“TCL”) to determine their requests. TCL came before Finance Committee on March 18, 2024, and May 1, 2024, where Committee voted to recommend to Council to adopt a resolution supporting this request. County Council approved a resolution to commit funds from Beaufort County to the Technical College of the Lowcountry for the construction of the Arthur E. Brown Regional Workforce Training Center on May 28, 2023. Finance Staff and County Legal met with our Financial Advisor and Bond Council to discuss bonding options. David Cheatwood, First Tryon Financial Advisor, presented to the Finance, Administration, and Economic Development Committee on May 1, 2024. The presentation included the County’s financial position, bonding capacity, plan of finance for the BMH and TCL projects, as well as Beaufort County Capital Projects. The intent was for this bond to come forward simultaneously with the FY 25 budget ordinance. Bond issuance was delayed out of concern for other pending projects and planned to come back to Finance Committee in September of 2024. The original bond issuance was planned for \$90.1 million dollars. Staff has worked to reduce the amount to \$70 million dollars.

The back-up material includes the GO Bond financing report from First Tryon Advisors and the Bond Ordinance prepared by Beaufort County Bond Council Jeremy Cook from HSB.

**FISCAL IMPACT:**

Once approved by Council, the County will authorize the issuance of GO Bonds not to exceed \$70 million dollars and pay for the debt from the existing Debt Service milage and debt service fund balance as described in the 2025 General Obligation Bond Ordinance

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of the ordinance

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny/amend the proposed ordinance is issue General Obligation Bonds 2025.  
If approved, the proposed ordinance will move to Council for approval.

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

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EXHIBIT A – FORM OF BOND

EXHIBIT B – FORM OF CONTINUING DISCLOSURE AGREEMENT

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

## ARTICLE I

### FINDINGS OF FACT

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Beaufort County (the “**Council**”), the governing body of Beaufort County, South Carolina (the “**County**”), finds that the facts set forth in this **Article I** exist, and the statements made with respect thereto are true and correct.

#### Section 1.01 Objectives

(a) By virtue of Title 4, Chapter 15, as supplemented by Section 11-27-40, Code of Laws of South Carolina, 1976, as amended (the “**South Carolina Code**”), the County is empowered to issue general obligation bonds for any “authorized purpose” as therein defined. The above-referenced title, chapter and section of the South Carolina Code are hereinafter collectively referred to as the “**Enabling Act.**”

(b) After due investigation, the Council has determined that it is in the best interest of the County to provide for the issuance and sale of general obligation bonds in the principal amount of not exceeding \$70,000,000 (1) to defray the costs of constructing and acquiring public works capital projects, public safety capital projects, parks and recreation capital projects, community centers, passive parks capital projects, hospital capital projects including affordable housing projects, a workforce training facility, and other capital projects as determined by the County (collectively, the “**Project**”) and (2) to pay related costs of issuance, which purposes will serve a public and corporate purpose of the County and benefit the general welfare of the County.

#### Section 1.02 Recital of Applicable Constitutional Provisions

Section 14 of Article X of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”) provides that the counties of the State of South Carolina (the “**State**”) may issue bonded indebtedness in an amount not exceeding eight percent of the assessed value of all taxable property therein. Paragraph (6) of Section 14 of Article X of the Constitution further provides that general obligation debt authorized by a majority of the qualified electors of the issuer may be issued without consideration of the eight percent limit otherwise imposed by Section 14 of Article X. The Council is informed that the assessed value of all taxable property located within the County as of June 30, 2024, which is the last completed assessment thereof, is not less than the sum of \$2,654,721,069, exclusive of new industrial property exempt from taxation pursuant to Section 3(g) of Article X of the Constitution. Thus, the eight percent debt limit of the County is not less than \$212,377,686. At present, \$57,352,954 in general obligation debt is chargeable against this limit. Thus, with respect to the proposed bonds of the County referred to in Section 1.01(b) hereof, the Council may cause to be issued general obligation bonds in the aggregate principal amount of not exceeding \$70,000,000 based on such assessed value for the purpose of paying the costs of the Project and issuance costs, without the authorization required by Section 14(6) of Article X of the Constitution.

#### Section 1.03 Holding of Public Hearing and Notice Thereof

Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance



by the Council. In accordance with this provision, a public hearing was conducted and due notice and provided all as required by said Section 4-9-130.

#### Section 1.04 Notice of Adoption of Ordinance

Section 4-9-1220 of the South Carolina Code provides that within 60 days following the enactment by the Council of an ordinance authorizing the issuance of general obligation debt, a petition signed by not less than fifteen percent of the qualified electors of the County may be filed with the Clerk to Council requesting that such ordinance be repealed.

## ARTICLE II DEFINITIONS AND CONSTRUCTION

### Section 2.01 Definitions

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

***“Authorized Investments”*** means any investments that are at the time legal for investment of the County’s funds under the laws of the State and of the United States.

***“Authorized Officer”*** means the Chairman or the Vice-Chairman of the Council, the County Administrator and any other officer or employee of the County designated from time to time as an Authorized Officer by a certificate signed on behalf of the County by the Chairman or the County Administrator, and when used with reference to any act or document also means any other person designated by a certificate signed on behalf of the County by the Chairman or the County Administrator to perform such act or sign such document.

***“Beneficial Owner”*** means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person’s subrogee.

***“Bond”*** or ***“Bonds”*** means any of the Bonds of the County authorized by this Ordinance.

***“Bondholder”*** or ***“Holder”*** or ***“Holders of Bonds”*** or ***“Owner”*** or ***“Registered Owner”*** similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding; provided, that in the event the Bonds are issued in separate series pursuant to **Section 3.21** hereof, such terms shall refer only to the registered owners of the respective series of Bonds.

***“Bond Payment Date”*** means each March 1 and September 1, or such other dates as may be determined by the Chairman or the County Administrator, on which interest on any of the Bonds shall be payable or on which both a Principal Installment and interest shall be payable on any of the Bonds.

***“Chairman”*** means the Chairman of County Council or, in the absence or unavailability of the Chairman of County Council for any reason, the Vice Chairman of County Council.

***“Clerk to Council”*** means the Clerk to Council or the Assistant Clerk to Council, Interim Clerk to Council or Acting Clerk to Council, as the case may be.

***“Code”*** means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

***“Continuing Disclosure Agreement”*** shall mean that certain Continuing Disclosure Agreement in the form attached hereto as Exhibit B as prescribed by United States Securities and Exchange Commission Rule 15c2-12 authorized pursuant to **Section 11.07(b)** hereof, as originally executed and as the same may be amended from time to time in accordance with the terms thereof.

***“Corporate Trust Office”***, when used with respect to any Paying Agent or Registrar, means the office at which its corporate trust business with respect to the Bonds shall be administered.

***“Council”*** means the County Council of Beaufort County, South Carolina, the governing body of the County or any successor governing body of the County.

***“County”*** means Beaufort County, South Carolina.

***“County Administrator”*** means the Administrator of the County or, in the absence or unavailability of the County Administrator for any reason, the acting or interim County Administrator.

***“DTC”*** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

***“Enabling Act”*** means Title 4, Chapter 15, as amended, of the South Carolina Code as supplemented by Section 11-27-40 of the South Carolina Code.

***“Fiduciary”*** means any financial institution appointed to serve as the Paying Agent and/or the Registrar and their successors and assigns.

***“Financial Advisor”*** means an independent financial advisory firm engaged to advise the County in connection with the Bonds.

***“Governmental Unit”*** means a state or local governmental unit within the meaning of Section 141(b) of the Code.

***“Government Obligations”*** means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

***“Nominee”*** means the nominee of the Securities Depository which shall be the Holder of Bonds while held under a book-entry only system and any successor appointed by the Securities Depository. The initial Nominee shall be Cede & Co.

***“Nongovernmental Person”*** means any Person other than a Governmental Unit.

***“Ordinance”*** means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

***“Outstanding”***, when used in this Ordinance with respect to Bonds means, as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(b) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of **Section 7.01** hereof; and

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to **Section 3.11** of this Ordinance.

**“Participant”** or **“Participants”** means any broker-dealers, banks and other financial institutions for which the Securities Depository holds Bonds as securities depository.

**“Paying Agent”** means the County or any bank, trust company or national banking association which is authorized to pay the Principal Installment of or interest on any Bonds and having the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar.

**“Person”** means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

**“Principal Installment”** means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

**“Record Date”** means the 15<sup>th</sup> day of the month immediately preceding each Bond Payment Date.

**“Registrar”** means the County or any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

**“Representation Letter”** means the Blanket Letter of Representations from the County to DTC, which shall be deemed to be a part of this Ordinance and shall be the binding obligation of the County.

**“Securities Depository”** means the administrator of the book-entry only system for the Bonds, as further described in **Section 3.20** hereof and any successor appointed as provided in **Section 3.20(c)** hereof. The initial Securities Depository shall be DTC.

**“South Carolina Code”** means the Code of Laws of South Carolina, 1976, as amended.

**“State”** means the State of South Carolina.

**“Term Bonds”** has the meaning provided in **Section 3.02** hereof.

## Section 2.02 Construction

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of enactment of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

### ARTICLE III

#### ISSUANCE OF BONDS

##### Section 3.01 Ordering the Issuance of Bonds

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Project described in **Section 1.01** hereof, there shall be issued not exceeding \$70,000,000 aggregate principal amount of General Obligation Bonds of the County. Such Bonds shall be designated “General Obligation Bonds of 2025 of Beaufort County, South Carolina” or such other designation determined by the Chairman or the County Administrator. Such Bonds may be issued in one or more series.

##### Section 3.02 Maturity Schedule of Bonds

(a) Unless determined otherwise by the Chairman or the County Administrator, interest on the Bonds shall be payable on March 1, 2025 and semiannually thereafter on March 1 and September 1 of each year until payment of the principal thereof. The County’s fiscal year 2025 budget is hereby amended to provide for the payment of the March 1, 2025 debt service on the Bonds. Such debt service payment shall be made from any legally available source of the County, including but not limited to the original issue premium received from the County from the sale of the Bonds and the fund balance of County’s debt service fund. Unless determined otherwise by the Chairman or the County Administrator and subject to the requirements of the Enabling Act, the Bonds shall mature on March 1 of such years, ending not later than March 1, 2054, and in such amounts, as shall be determined by the Chairman or the County Administrator upon advice from the Financial Advisor. In this regard, the Chairman or the County Administrator, in his or her discretion, may determine that certain maturities of the Bonds will be subject to mandatory sinking fund redemption prior to their stated maturity date (such Bonds, the “**Term Bonds**”). In such event, the Chairman or the County Administrator shall also determine the respective principal amounts of such mandatory sinking fund redemptions and the years in which such redemptions shall occur.

(b) In the absence of a determination by the Chairman or the County Administrator that certain Bonds should be made subject to mandatory sinking fund redemption, the purchaser of the Bonds, as determined pursuant to **Sections 3.15** and **5.02** herein, may elect to combine one or more consecutive maturities to create one or more term maturities, each of which will be subject to annual mandatory sinking fund redemption at par plus accrued interest to the redemption date (to the extent not previously redeemed) in the principal amounts and for the years shown in the maturity schedule established by the Chairman or the County Administrator pursuant to this **Section 3.02**. To the extent Bonds subject to mandatory sinking fund redemption in a given year have been purchased by the County pursuant to the provisions set forth in **Article IV** herein, the amount of mandatory sinking fund redemption in such year shall be reduced in such manner as the County shall direct, or, absent such direction, on a pro-rata basis.

### Section 3.03 Provision for Payment of Interest on the Bonds

The original issue date of the Bonds shall be the date of delivery of the Bonds, or such other date as may be selected by the Chairman or the County Administrator. The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. Each Bond shall bear interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication. The interest payment on a Bond shall be made in accordance with **Section 3.04(c)** hereof to the Person in whose name such Bond is registered in accordance with **Section 3.08** hereof at the close of business on the Record Date with respect to such payment.

### Section 3.04 Medium of Payment; Form and Denomination of Bonds, Place of Payment of Principal

(a) The Bonds shall be payable as to Principal Installment and interest at the rates per annum determined in the manner prescribed by **Section 3.15** hereof (on the basis of a 360-day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds shall be issued in the form of fully registered, book-entry Bonds. The Bonds shall be issued in the denomination of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year. The Bonds shall be identified in such fashion as to maintain a proper record thereof.

(c) The Principal Installment of all Bonds shall be payable at the Corporate Trust Office of the Paying Agent; and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing on the applicable Record Date on the registration books of the County, which books shall be held by the Registrar as provided in **Section 3.08** hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date. Payment of the Principal Installment of all Bonds shall be made (i) upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable or (ii) pursuant to the provisions of **Section 3.11** hereof in the event of destruction, loss or theft of any such Bond.

### Section 3.05 Agreement to Maintain Registrar and Paying Agent

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent, each of which shall be either the County or a financial institution maintaining Corporate Trust Offices where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. In the event the Bonds are sold in separate series pursuant to **Section 3.21** hereof and the County elects not to be the Registrar and Paying Agent, a separate Registrar and Paying Agent shall be maintained for each series (which separate Paying Agent and Registrar may be the same financial institution as shall serve in such capacities with respect to any of the other series of the Bonds).

### Section 3.06 Execution and Authentication

(a) The Bonds shall be executed in the name and on behalf of the County by an Authorized Officer, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the Clerk to Council or other Authorized Officer (other than the officer executing such Bonds). Bonds bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time

such Bonds were so executed shall bind the County notwithstanding the fact that he or she may have ceased to be such Authorized Officer prior to the authentication and delivery of such Bonds or was not such Authorized Officer at the date of the authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the Registrar; and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

### Section 3.07 Exchange of Bonds

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate and maturity. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

### Section 3.08 Transferability and Registry

All Bonds shall at all times, when the same are Outstanding, be payable, both as to Principal Installment and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the County shall maintain and keep, at the Corporate Trust Office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

### Section 3.09 Transfer of Bonds

Each Bond shall be transferable only upon the books of the County, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this **Section 3.09** shall be deemed to be the action of the County.

### Section 3.10 Regulations with Respect to Exchanges and Transfers

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the County or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer.

as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to (i) issue, exchange or transfer any Bond after the Record Date with respect to any Bond Payment Date of the Bonds; (ii) issue, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption; or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

### Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the County receives evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar and the County such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a *bona fide* purchaser, the County shall execute, and upon the written request of an Authorized Officer of the County, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this **Section 3.11**, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or of the Registrar connected therewith.

(c) Each new Bond issued pursuant to this **Section 3.11** in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to this Ordinance. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

### Section 3.12 Holder as Owner of Bond

Subject to the provisions of **Section 3.20** hereof, the County, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment of and interest on such Bond and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Paying Agent shall be affected by any notice to the contrary.

### Section 3.13 Cancellation of Bonds

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

#### Section 3.14 Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

#### Section 3.15 Conditions Relating to Naming of Interest Rates

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest true interest cost to the County calculated in the manner hereinafter prescribed in this **Section 3.15** at a price of not less than par, but:

- (a) all bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest named shall be more than 3% higher than the lowest rate of interest named;
- (c) each interest rate named shall be a multiple of 1/10<sup>th</sup> or 1/8<sup>th</sup> of one per centum (1%); and
- (d) any premium offered must be paid in cash as a part of the purchase price.

provided, however, that the Chairman or the County Administrator, upon the advice of the Financial Advisor, is hereby authorized to make any such adjustments to any of the above criteria except (d) as he shall determine at or prior to offering the Bonds for sale.

The true interest cost will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The right is reserved to waive irregularities in any bid. Bids will be accepted or rejected by 3:00 p.m. (local time) on the day of the sale.

#### Section 3.16 State Tax Exemption

Both the Principal Installments and interest on said Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

#### Section 3.17 Order of Tax Levy to Pay Principal and Interest of Bonds

For the payment of the Principal Installments and interest on the Bonds as the same respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as County taxes are levied and collected, a tax on all taxable property in the County, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.



### Section 3.18 Notice to Auditor and Treasurer to Levy Tax

The Auditor and Treasurer of the County shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County an annual tax sufficient to meet the payment of the Principal Installments and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

### Section 3.19 Form of Bonds

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

### Section 3.20 Book-Entry

(a) Except as provided in **Section 3.20(c)**, the Bonds shall be held under a book-entry only system administered by the Securities Depository and shall be registered in the name of the Nominee. Payment of interest on any Bond registered in the name of the Nominee shall be made by New York Clearing House or equivalent next day funds to the account of the Nominee on the interest payment date for the Bonds at the address indicated for the Nominee on the registration books kept by the Registrar.

(b) The Bonds shall be initially issued in the form of separate, single, authenticated fully-registered Bonds in the amount of each separately stated maturity of Bonds of a series. Upon initial issuance, the ownership of each such Bond shall be registered on the registration books kept by the Registrar in the name of the Nominee. The County may treat the Securities Depository (or the Nominee) as the sole and exclusive owner of the Bonds registered in the name of the Nominee for the purposes of (A) paying the principal of or interest on the Bonds, (B) selecting the Bonds or portions thereof to be redeemed, (C) giving any notice permitted or required to be given to Holders of Bonds under the Ordinance, (D) registering the transfer of Bonds, and (E) requesting any consent or other action to be taken by the Holders of the Bonds and for all other purposes whatsoever; and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any Beneficial Owner or any other person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Holder of Bonds, with respect to (1) the accuracy of any records maintained by the Securities Depository or any Participant, (2) the payment to the Securities Depository, any Participant or any Beneficial Owner of any amounts in respect of the principal of or interest on the Bonds, (3) any notice which is permitted or required to be given to Holders of the Bonds under this Ordinance, or (4) any consent given or other action taken by the Securities Depository as such Holder. The County shall pay all principal of and interest on the Bonds only to the Securities Depository (or the Nominee), and all such payments shall discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in **Section 3.20(c)** below, no person other than the Securities Depository shall receive an authenticated Bond certificate. Upon delivery by the Securities Depository to the County of written notice to the effect that the Securities Depository has determined to substitute a new Nominee in place of Cede & Co., the Bonds shall be transferable to such new Nominee in accordance with the provisions of this Ordinance.

(c) In the event the County determines, consistent with the operating rules of the Securities Depository, that it is in the best interest of the County not to continue the book-entry only system of transfer with respect to the Bonds, or that the interests of the Beneficial Owners might be adversely affected if the book-entry only system of transfer is continued with respect to the Bonds, then the County may notify the Securities Depository of such determination, whereupon the Securities Depository will notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the

Registrar shall issue, transfer and exchange Bond certificates as requested by the Securities Depository and any Participant or Beneficial Owner in appropriate amounts in accordance with this Ordinance. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law or the County may determine that the Securities Depository is incapable of discharging its duties as such and may so advise the Securities Depository. In either such event, the County shall either (A) establish its own book-entry only system, (B) locate another Securities Depository, or (C) deliver Bond certificates as provided herein and as requested by any Participant or Beneficial Owner, subject to the rules and procedures of the Securities Depository.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payment with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communications to be provided to the Holders of Bonds pursuant to this Ordinance by the County with respect to any consent or other action to be taken by the Holders of Bonds, the County shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such early notice to DTC shall be given when DTC is the Securities Depository.

#### Section 3.21 Separate Series of Bonds

At the discretion of the Chairman or the County Administrator, upon advice from the Financial Advisor, the Bonds authorized herein may be sold and issued in one or more series.

### ARTICLE IV

#### REDEMPTION OR PURCHASE OF BONDS

##### Section 4.01 Authorization of Redemption

(a) *Optional Redemption.* The Bonds are subject to optional redemption prior to their maturities at such time as the Chairman or the County Administrator, upon the advice of the Financial Advisor, shall determine.

(b) *Mandatory Redemption.* In the event the Chairman or the County Administrator, upon the advice of the Financial Advisor, shall determine that a portion of the Bonds shall be Term Bonds subject to mandatory sinking fund redemption prior to their stated maturity date:

(1) Such Term Bonds, to the extent not previously redeemed, shall be redeemed at a redemption price of 100% of the applicable principal amount, plus interest accrued to the redemption date, on the applicable March 1.

(2) The amount of any such mandatory sinking fund redemptions shall be reduced to the extent Term Bonds of the applicable maturity have been purchased by the County or redeemed by the County pursuant to **Section 4.01(a)** above, in such manner as the County shall direct, or, absent such direction, on a pro rata basis.

(3) At its option, to be exercised on or before the 45<sup>th</sup> day next preceding any date set for scheduled mandatory redemption with respect to the Term Bonds, the County may (i) deliver

to the Paying Agent for cancellation Term Bonds in any aggregate principal amount desired or (ii) receive a credit in respect of its scheduled mandatory redemption payment obligation for any Term Bonds which prior to said date have been redeemed (otherwise than through a scheduled mandatory redemption) and cancelled by the Paying Agent and not theretofore applied as a credit against any scheduled mandatory redemption payment obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Paying Agent at 100% of the principal amount thereof against the obligation of the County on such scheduled mandatory redemption payment date; and the principal amount of such Term Bonds to be redeemed by operation of scheduled mandatory redemption shall be accordingly reduced.

(4) The County will on or before the 45<sup>th</sup> day next preceding each date set for scheduled mandatory redemption with respect to the Term Bonds, furnish to the Paying Agent a certificate indicating whether or not and to what extent the provisions of (i) and (ii) of the preceding paragraph are to be availed of with respect to such scheduled mandatory redemption and confirm that monies equal to the balance of such redemption payment will be paid on or before the next succeeding date set for scheduled mandatory redemption.

#### Section 4.02 Purchases of Bonds Outstanding

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

### ARTICLE V

#### SALE OF BONDS; APPROVAL OF OFFICIAL STATEMENT

##### Section 5.01 Determination of Time to Receive Bids – Form of Notice of Sale

The Bonds shall be sold at public sale, at a price of not less than par. Bids shall be received not later than the date and time to be selected by the Chairman or the County Administrator. The Bonds shall be advertised for sale as and if required by the Enabling Act and State law, which notice shall appear at least once, not less than seven days before the date set for sale.

##### Section 5.02 Award of Bonds

Upon the receipt of bids for the purchase of the Bonds, unless all bids are rejected, the Chairman or the County Administrator shall award the Bonds to the bidder offering to purchase them at the lowest true interest cost to the County, as determined pursuant to **Section 3.15** hereof. The Chairman or the County Administrator is further authorized to name the Registrar and the Paying Agent for the Bonds, in accordance with **Section 3.05** hereof. In the event no bids are received or if all bids are reject, the County reserves its right, at the option of the Chairman or the County Administrator, upon the advice of the Financial Advisor, to pursue a private sale of the Bonds pursuant to Section 11-27-40 of the South Carolina Code.

##### Section 5.03 Approval of Official Statement

The Council hereby authorizes the preparation and distribution of a Preliminary Official Statement of the County in connection with the sale of the Bonds, in such form as the Chairman or the County Administrator approves, with any modification as the Chairman or the County Administrator approves, and hereby authorizes the Chairman or the County Administrator to deem it final within the meaning of S.E.C. Rule 15(c)(2)-12. The Preliminary Official Statement may be distributed in electronic or printed format or

both. The Council further authorizes and approves the distribution and delivery of the final Official Statement in print and electronic format by the successful bidders in connection with the reoffering and sale of the Bonds by the successful bidders.

## ARTICLE VI

### DISPOSITION OF PROCEEDS OF SALE OF BONDS

#### Section 6.01 Disposition of Bond Proceeds Including Temporary Investments

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be paid to the Treasurer of the County, to be deposited in a bond account fund for the County, and shall be expended and made use of by the County as follows:

(a) any premium shall be deposited in the sinking fund established hereunder and applied in accordance with the Enabling Act;

(b) the remaining proceeds shall be expended and made use of by the Council to defray the cost of issuing the Bonds and to defray costs of constructing and acquiring the Project or such other project as approved by supplemental ordinance pursuant to **Section 10.01** hereof. Pending the use of Bond proceeds, the same shall be invested and reinvested by the Treasurer of the County in Authorized Investments. Subject to the obligation of the County to rebate certain investment earnings to the United States Treasury in accordance with Section 148(f) of the Code, earnings from such investments shall be applied, at the direction of the Council, either (i) to defray the cost of the Project and if not required for this purpose, then (ii) to pay the first maturing installments of interest on the Bonds; and

(c) if any balance remains, it shall be held by the Treasurer of the County in a special fund and used to effect the retirement of the Bonds authorized by this Ordinance;

provided, that neither the purchasers nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

## ARTICLE VII

### DEFEASANCE OF BONDS

#### Section 7.01 Discharge of Ordinance – Where and How Bonds are Deemed to have been Paid and Defeased

If all of the said Bonds issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this **Article VII** under each of the following circumstances:

(a) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or

(b) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(c) If the County shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment and interest, due and to become due on the Bonds on and prior to their maturity dates.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this **Section 7.01** nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment of, and interest on, said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment and interest to become due on said Bonds on the maturity date thereof and interest earned from such reinvestments not required for the payment of the Principal Installment and interest, may be paid over to the County, as received by the Paying Agent, free and clear of any trust, lien or pledge.

In the event any of the Bonds have been issued in separate series as provided in **Section 3.21** hereof, the provisions of this **Section 7.01** shall be deemed to apply to each such series separately.

## ARTICLE VIII

### CONCERNING THE FIDUCIARIES

#### Section 8.01 Fiduciary; Appointment and Acceptance of Duties

If the County elects not to be the Registrar and Paying Agent, then the financial institution or institutions chosen pursuant to **Section 3.05** hereof to act as Paying Agent and Registrar hereunder shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this **Article VIII**. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

#### Section 8.02 Responsibilities of Fiduciaries

The recitals of fact herein and in the Bonds shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

#### Section 8.03 Evidence on Which Fiduciaries May Act

(a) Each Fiduciary, upon receipt of any notice, ordinance, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of

this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiduciary shall be sufficiently executed if executed in the name of the County by an Authorized Officer.

#### Section 8.04 Compensation

The County shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance.

#### Section 8.05 Certain Permitted Acts

Any Fiduciary may become the owner or underwriter of any Bonds, notes or other obligations of the County or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

#### Section 8.06 Resignation of Any Fiduciary

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days written notice to the County and not less than 30 days written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to **Section 8.08** hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

#### Section 8.07 Removal of Fiduciary

So long as an event of default has not occurred, the County may remove the Fiduciary without cause. Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the applicable series of Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County.

#### Section 8.08 Appointment of Successor Fiduciaries

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiduciary appointed pursuant to the provisions of this **Section 8.08** shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than \$100,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to the foregoing provisions of this **Section 8.08** within 45 days after any Fiduciary shall have given to the County written notice as provided in **Section 8.06** hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

#### Section 8.09 Transfer of Rights and Property to Successor

Any successor Fiduciary appointed under this Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment. Thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity. The Fiduciary ceasing to act shall nevertheless, however, on the written request of the County, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Fiduciary shall promptly notify other Fiduciaries and depositaries, if any, of its appointment as Fiduciary.

#### Section 8.10 Merger or Consolidation

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which any Fiduciary may be party, or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall with the consent of the County be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

## Section 8.11 Adoption of Authentication

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and may deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

## ARTICLE IX

### CERTAIN TAX CONSIDERATIONS

#### Section 9.01 General Tax Covenant

The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, the requirement to file the information report with the Internal Revenue Service. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by bond counsel will enable it to comply with this **Section 9.01**, including its certification on reasonable grounds that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code.

#### Section 9.02 Tax Representations

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Bonds will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Bonds or any facility financed with the proceeds of the Bonds to be used in any manner that would result in (a) 10% or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (b) 5% or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either “unrelated” or “disproportionate” to the governmental use of the financed facility by the County or by any other Governmental Unit (as the terms “unrelated” and “disproportionate” are defined for purposes of Section 141(b)(3) of the Code) or (c) 5% or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.

(c) The County is not a party to, nor will the County enter into, any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13, as amended or supplemented.

(d) The County will not sell or lease any property provided by the Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of interest on the Bonds.



(e) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County will not enter into any leases or sales or service contracts with respect to any facility provided with the proceeds of the Bonds with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

#### Section 9.03 Rebate

(a) In addition to the covenants contained in **Sections 9.01** and **9.02** hereof, the County covenants that:

(1) It will comply with the provisions of Section 148(f) of the Code and applicable Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Bonds to the United States Government. In this connection, the County covenants to compute, on or before the dates required of it in Section 148(f) of the Code and the applicable Treasury Regulations, the rebateable amounts, if any, pertaining to the Bonds and to pay to the United States Government in a timely fashion all amounts required to be so paid under said Section 148(f) of the Code and applicable Treasury Regulations with respect to the Bonds. In this respect, the County will pay to the United States Government in the manner described in subparagraph (2) below an amount equal to the sum of:

(i) the excess of:

a. The amount earned on all non-purpose investments (as defined in the Treasury Regulations) with respect to the Bonds over

b. The amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield (as defined in the Treasury Regulations) on the Bonds, plus

(ii) any income attributable to such excess.

(2) Such payments shall be made to the United States Government, at the address prescribed in Section 148(f) of the Code and applicable Treasury Regulations, as follows:

(i) Not less frequently than once each five (5) years after the date of issuance of the Bonds, an amount such that, together with prior amounts paid to the United States Government, the total paid to the United States Government is equal to 90% of the amount due as of the date of such payments, and

(ii) Not later than 60 days after the date on which all of the Bonds have been paid in full, all of the amount due as of the date of payment.

(b) In connection with the above, the Chairman or the County Administrator is hereby authorized to make the necessary findings and elections to enable the County to elect to proceed with any spend down exemptions to rebate as may be permitted under said Section 148(f) of the Code and applicable Treasury Regulations as he shall determine in his discretion to be in the best interests of the County.

## ARTICLE X

## AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 10.01 Amending and Supplementing of Ordinance Without Consent of Holders of Bonds

(a) The Council, from time to time and at any time and without the consent or concurrence of any Holder of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the Holders of the Bonds then outstanding, for any one or more of the following purposes:

(1) To make any changes or corrections in this Ordinance as to which the Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

(2) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

(3) To surrender any right, power or privilege reserved to or conferred upon the County by the terms of this Ordinance;

(4) To grant or confer upon the Bondholders any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them; or

(5) To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County shall not enact any supplemental ordinance authorized by the foregoing provisions of this **Section 10.01** unless in the opinion of counsel (which opinion may be combined with the opinion required by **Section 10.04** hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this **Section 10.01** and the provisions of such supplemental ordinance do not adversely affect the rights of the Holders of the Bonds then Outstanding.

Section 10.02 Amending and Supplementing of Ordinance With Consent of Holders of Bonds

(a) With the consent of the Holders of not less than a majority in principal amount of the Bonds then Outstanding, the Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights and obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the Holders of the Bonds then Outstanding; provided, however, that, without the specific consent of the Holder of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the Holders of which are required to consent to any supplemental ordinance

amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Holders of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of **Section 10.01** hereof.

(b) It shall not be necessary that the consents of the Holders of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the supplemental ordinance affecting such amending or supplementing hereof pursuant to this **Section 10.02**. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement of such amendment or supplement postage prepaid, to each Holder of Bonds then Outstanding at his address, if any, appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the Holders shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this **Section 10.02(b)** contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by **Section 10.01** hereof. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this **Section 10.02(b)**.

#### Section 10.03 Notation Upon Bonds; New Bonds Issued Upon Amendments

Bonds delivered after the effective date of any action taken as provided in this **Article X** may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the Holder of any Bond Outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds, so modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this **Article X**, shall be prepared, executed, and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged without cost to such Holder for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

#### Section 10.04 Effectiveness of Supplemental Ordinance

Upon the enactment (pursuant to this **Article X** and applicable law) by the Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the Council of an opinion of bond counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under this Ordinance of the County, the Fiduciaries, and the Holders of the Bonds shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

#### Section 10.05 Supplemental Ordinance Affecting Fiduciaries

No supplemental ordinance changing, amending or modifying any of the rights, duties and obligations of any Fiduciary appointed by or pursuant to the provisions of this Ordinance may be enacted by the Council or be consented to by the Holders of the Bonds without written consent of such Fiduciary affected thereby.

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.01 Failure to Present Bonds

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property free from trust. The Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the County for the payment of such Bonds. Provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five years from a Bond Payment Date; and further provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders or those who would take if the Holder shall have died.

#### Section 11.02 Severability of Invalid Provisions

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

#### Section 11.03 Successors

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County; and all the covenants and agreements contained in this Ordinance by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

#### Section 11.04 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bonds. Such provisions are covenants and agreements with such Holders which the County hereby determines to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

#### Section 11.05 Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the office of the Council, the office of the Clerk of Court for the County (as a part of the Transcript of Proceedings) and at the offices of each of the Paying Agent and Registrar.

#### Section 11.06 Further Action by Officers of County

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which include but are not limited to providing the notice and conducting the public hearing described in **Section 1.03** hereof.

#### Section 11.07 Continuing Disclosure

(a) Pursuant to Section 11-1-85 of the South Carolina Code, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (1) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (2) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this **Section 11.07(a)** shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in (including any repeal of) Section 11-1-85, without the consent of any Bondholder.

(b) In addition, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered an event of default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this **Section 11.07(b)**. The Continuing Disclosure Agreement shall be executed by an Authorized Officer prior to the delivery of the Bonds and shall be in such form as is set forth in Exhibit B hereto, together with such modifications and amendments thereto as shall be deemed necessary by such Authorized Officer, upon advice of counsel. The execution of the Continuing Disclosure Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

#### Section 11.08 Effective Date of this Ordinance

This Bond Ordinance shall take effect upon its third reading.

**DONE** in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2024.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman of County Council

Attest:

\_\_\_\_\_  
Clerk to County Council  
Beaufort County, South Carolina

First reading: \_\_\_\_\_, 2024  
Second reading: \_\_\_\_\_, 2024  
Third reading: \_\_\_\_\_, 2024  
Public hearing: \_\_\_\_\_, 2024

**EXHIBIT A****(FORM OF BOND)**

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
BEAUFORT COUNTY  
GENERAL OBLIGATION BONDS OF 2025

No. R-\_\_

| INTEREST RATE | MATURITY DATE | ORIGINAL ISSUE DATE | CUSIP |
|---------------|---------------|---------------------|-------|
|---------------|---------------|---------------------|-------|

Registered Holder: CEDE &amp; CO.

Principal Amount: \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**BEAUFORT COUNTY, SOUTH CAROLINA** (the “*County*”), a body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at \_\_\_\_\_ (the “*Paying Agent*”), and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

This Bond bears interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of this Bond’s authentication. Interest on this Bond is payable on March 1 and September 1 of each year (each a “*Bond Payment Date*”) beginning March 1, 2025. The interest so payable on any March 1 or September 1 shall be payable to the person in whose name this Bond is registered at the close of business on February 15 or August 15 (each, a “*Record Date*”) next preceding such March 1 or September 1.

The principal of all Bonds shall be payable at maturity at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made on each Bond Payment Date by the Paying Agent. Interest hereon shall be payable by check or draft mailed at the times provided in the Ordinance (as defined below) from the office of the Paying Agent to the person in whose name this Bond is registered on the applicable Record Date at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that payment of the interest on this Bond shall be effected by check or draft as set forth above.

This Bond is one of an issue of Bonds in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of like tenor, except as to number, rate of interest, date of maturity and redemption provisions and issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the provisions of Title 4, Chapter 15, as supplemented by Section 11-27-40, of the Code of Laws of South Carolina, 1976, as amended (collectively, the “*Enabling Act*”), and an Ordinance duly enacted on \_\_\_\_\_, 2024 by the County Council of the County (the “*Ordinance*”).

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk to County Council, in the offices of the Registrar and Paying Agent and in the office of the Clerk of Court of the County.

For the prompt payment thereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes. The Bonds are issuable only as fully registered Bonds without coupons in the denomination of \$5,000 or any multiple thereof not exceeding the principal amount of the Bonds maturing in each year.

This Bond is transferable, as provided in the Ordinance, only upon the registration books kept for that purpose at the Corporate Trust Office of the Registrar by the Registered Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond or Bonds of like maturity, interest rate and redemption provisions and in a like aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Bonds, the County, the Registrar or the Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

So long as Cede & Co., as nominee of Depository Trust Company ("**DTC**") is the Registered Holder of the Bonds, references in this Bond to the Bondholders or Registered Holder of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners.

The County, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of paying the principal of or interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to Bondholders under the Ordinance, registering the transfer of Bonds, obtaining any consent or action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Registrar and the Paying Agent shall not have any responsibility or obligation to any direct participant, any person claiming a beneficial ownership in the Bonds under or through DTC or any Direct Participant or any other person which is not shown on the Registration Books of the County (kept by the Registrar) as being a Bondholder with respect to: the accuracy of any records maintained by DTC or any Direct Participant; the payment by DTC or any Direct Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; any notice which is permitted or required to be given to Bondholders thereunder or under the conditions for transfers or exchanges adopted by the County; or any consent given or other action taken by DTC as a Bondholder.

The Bonds maturing on or after March 1, 20\_\_, may be redeemed in whole or in part at any time, on or after March 1, 20\_\_, by the County at the redemption price of 100% of the principal amount thereof plus accrued interest to such redemption date.



[The Bonds maturing on March 1, 20\_\_, shall be subject to mandatory sinking fund redemption (to the extent not previously redeemed) at a redemption price of 100% of such principal amount, plus interest accrued to the redemption date, on March 1 of each of the following years in the respective principal amounts for each year specified below:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
|-------------|---------------|

\_\_\_\_\_  
\*Final Maturity

The amount of any mandatory sinking fund redemptions shall be reduced to the extent Bonds of the applicable maturity have been purchased by the County or redeemed by the County pursuant to any optional redemption provisions, in such manner as the County shall direct, or, absent such direction, on a pro rata basis.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on this Bond and the issue of Bonds of which this Bond is one.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina has caused this Bond to be signed in its name by the Chairman of County Council of Beaufort County, South Carolina, and its corporate seal to be hereunto impressed and attested to by the Clerk to the Beaufort County Council.

(SEAL)

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council

Attest:

\_\_\_\_\_  
Clerk to County Council

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

\_\_\_\_\_,  
as Registrar

By: \_\_\_\_\_

Its: Authorized Officer

Date: \_\_\_\_\_

(FORM OF ASSIGNMENT)

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
 \_ (please print or type name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program enlargement.

\_\_\_\_\_  
 Authorized Individual or Officer

NOTICE: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

**EXHIBIT B****CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Certificate (the “**Disclosure Certificate**”) is executed and delivered by Beaufort County, South Carolina (the “**Issuer**”) in connection with the issuance of \$\_\_\_\_\_ General Obligation Bonds of 2025 of Beaufort County, South Carolina (collectively, the “**Bonds**”). The Bonds are being issued pursuant to an Ordinance adopted on \_\_\_\_\_, 2024 (the “**Ordinance**”). The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with Securities Exchange Commission Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” or “Holder” shall mean the registered owner of a Bond and any Beneficial Owner thereof.

“Dissemination Agent” shall mean the Issuer or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean for purposes of the Rule the Municipal Securities Rulemaking Board (through its Electronic Municipal Market Access (“**EMMA**”) system).

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**SECTION 3. Provision of Annual Reports.**

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than seven months after the end of each fiscal year of the Issuer (currently June 30), commencing with the fiscal year ending June 30, 2025, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference

other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable to provide to the Repository an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the Repository in substantially the form attached as Appendix I.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the Repository, if any; and,

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the Repository.

**SECTION 4. Content of Annual Reports.** The Issuer's Annual Report shall include the Issuer's complete audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. In addition thereto, the Issuer's Annual Report shall contain or incorporate by reference the following:

- (a) Assessed Value of taxable property in Beaufort County;
- (b) Tax levy for Beaufort County for current fiscal year;
- (c) Tax collections for Beaufort County for preceding fiscal year; and
- (d) Ten largest taxpayers for Beaufort County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Repository. The Issuer shall clearly identify each such other document so incorporated by reference.

**SECTION 5. Reporting of Significant Events.**

Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds within ten business days of the occurrence thereof:

- 1. "Principal and interest payment delinquencies;"
- 2. "Non-Payment related defaults, if material;"
- 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
- 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. “Substitution of credit or liquidity providers, or their failure to perform;”
6. “Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability. Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;”
7. “Modifications to rights of securities holders, if material;”
8. “Bond calls, if material, and tender offers;”
9. “Defeasances;”
10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
11. “Rating changes;”
12. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
13. “Merger, consolidation, or acquisition of the obligated person, if material;”
14. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
15. “Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;” and
16. “Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in

this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council  
Beaufort County, South Carolina

Date: \_\_\_\_\_, 2025

## APPENDIX I

## NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Bond Issue: \$\_\_\_\_\_ General Obligation Bonds of 2025

Date of Issuance: \_\_\_\_\_, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by an Ordinance adopted on \_\_\_\_\_, 2024. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

BEAUFORT COUNTY, SOUTH CAROLINA

By:\_\_\_\_\_

Title:\_\_\_\_\_

STATE OF SOUTH CAROLINA       )  
   )  
 COUNTY OF BEAUFORT               )       CERTIFIED COPY OF ORDINANCE

I, the undersigned, Clerk to County Council of Beaufort County, South Carolina, **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the enactment of this Ordinance.

**IN WITNESS WHEREOF**, I have hereunto set my Hand \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Clerk, Beaufort County Council





# First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

**DAVID CHEATWOOD**  
MANAGING DIRECTOR

Office: 704.926.2447

Email: [dcheatwood@firsttryon.com](mailto:dcheatwood@firsttryon.com)

6101 Carnegie Blvd Suite 210  
Charlotte NC 28209

# Existing GO Bond Debt – As of 6/30/2024

- As of June 30, 2024 the County had approximately \$144 million of General Obligation Bond debt outstanding (excluding issuances on behalf of County fire districts).
- Of this amount, approximately \$86.7 million was voter approved and \$57.3 million was issued under the County's 8% capacity.
- The County services this debt from a combination of debt service millage, real property millage and Bluffton Parkway revenues.

| General Obligation Bonds - Debt Service Millage |                                    |                 |                |                |             |                            |                      |
|---|------------------------------------|-----------------|----------------|----------------|-------------|----------------------------|----------------------|
| Series  | Description                        | Par Outstanding | Final Maturity | Call Provision | Avg. Coupon | Use of Proceeds            | Included in 8% Debt? |
| Series 2012C                                    | General Obligation Refunding Bonds | 910,674         | 2/1/2025       | Non-Callable   | 3.000%      | Refund Series 2004         | Yes                  |
| Series 2013C                                    | General Obligation Refunding Bonds | 2,650,714       | 3/1/2026       | 3/1/2023       | 3.250%      | Refund Series 2006 & 2006B | Yes                  |
| Series 2014A                                    | General Obligation Bonds           | 8,457,919       | 3/1/2034       | 3/1/2024       | 3.096%      | Capital Projects           | Yes                  |
| Series 2014A                                    | General Obligation Bonds           | 2,927,081       | 3/1/2034       | 3/1/2024       | 3.096%      | Capital Projects           | -                    |
| Series 2014B                                    | General Obligation Refunding Bonds | 5,476,293       | 3/1/2029       | 3/1/2024       | 3.476%      | Refund Series 2010B        | Yes                  |
| Series 2017A                                    | General Obligation Bonds           | 25,082,354      | 2/1/2037       | 2/1/2027       | 3.720%      | Capital Improvements       | Yes                  |
| Series 2017A                                    | General Obligation Bonds           | 4,823,528       | 2/1/2037       | 2/1/2027       | 3.720%      | Capital Improvements       | -                    |
| Series 2019A                                    | General Obligation Bonds           | 9,240,000       | 3/1/2039       | 3/1/2028       | 3.517%      | Capital Improvements       | Yes                  |
| Series 2020                                     | General Obligation Bonds           | 5,535,000       | 3/1/2040       | 3/1/2029       | 2.472%      | Capital Improvements       | Yes                  |
| Total   |                                    | 65,103,563      |                |                | 3.426%      |                            |                      |

| General Obligation Bonds - Real Property Millage |                                    |                 |                |                |             |                       |                      |
|--|------------------------------------|-----------------|----------------|----------------|-------------|-----------------------|----------------------|
| Series   | Description                        | Par Outstanding | Final Maturity | Call Provision | Avg. Coupon | Use of Proceeds       | Included in 8% Debt? |
| Series 2012C                                     | General Obligation Refunding Bonds | 1,734,327       | 2/1/2025       | Non-Callable   | 3.000%      | Refund Series 2004    | -                    |
| Series 2013B                                     | General Obligation Bonds           | 12,905,000      | 5/1/2033       | 5/1/2023       | 3.546%      | Capital Projects      | -                    |
| Series 2014B                                     | General Obligation Refunding Bonds | 3,808,707       | 3/1/2029       | 3/1/2024       | 3.476%      | Refund Series 2010B   | -                    |
| Series 2016A                                     | General Obligation Refunding Bonds | 4,976,384       | 3/1/2027       | Non-Callable   | 3.330%      | Refund Series 2007    | -                    |
| Series 2017A                                     | General Obligation Bonds           | 19,294,118      | 2/1/2037       | 2/1/2027       | 3.720%      | Capital Improvements  | -                    |
| Series 2020                                      | General Obligation Bonds           | 23,955,000      | 3/1/2040       | 3/1/2029       | 2.470%      | Capital Improvements  | -                    |
| Series 2021                                      | General Obligation Refunding Bonds | 5,600,000       | 3/1/2031       | Non-Callable   | 5.000%      | Refund Series 2011 GO | -                    |
| Total  |                                    | 72,273,536      |                |                | 3.317%      |                       |                      |

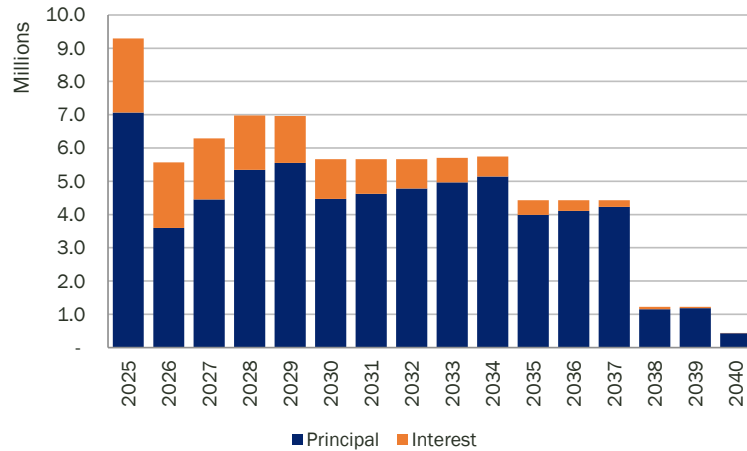
| General Obligation Bonds - Bluffton Parkway Revenues |                                    |                 |                |                |             |                            |                      |
|--|------------------------------------|-----------------|----------------|----------------|-------------|----------------------------|----------------------|
| Series   | Description                        | Par Outstanding | Final Maturity | Call Provision | Avg. Coupon | Use of Proceeds            | Included in 8% Debt? |
| Series 2013C   | General Obligation Refunding Bonds | 5,159,286       | 3/1/2026       | 3/1/2023       | 3.250%      | Refund Series 2006 & 2006B | -                    |
| Series 2016A   | General Obligation Refunding Bonds | 1,368,617       | 3/1/2027       | Non-Callable   | 3.330%      | Refund Series 2007         | -                    |
| Total  |                                    | 6,527,903       |                |                | 3.267%      |                            |                      |

|             |             |        |
|-------------|-------------|--------|
| Grand Total | 143,905,002 | 3.377% |
|-------------|-------------|--------|

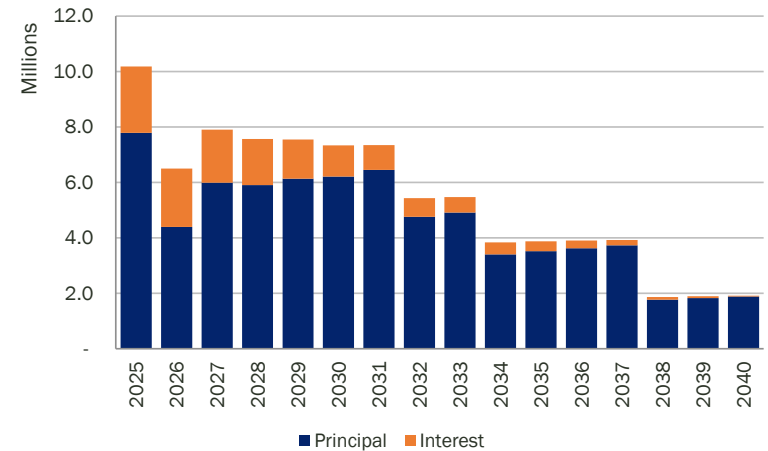


# Existing GO Bond Debt Service — As of 6/30/2024

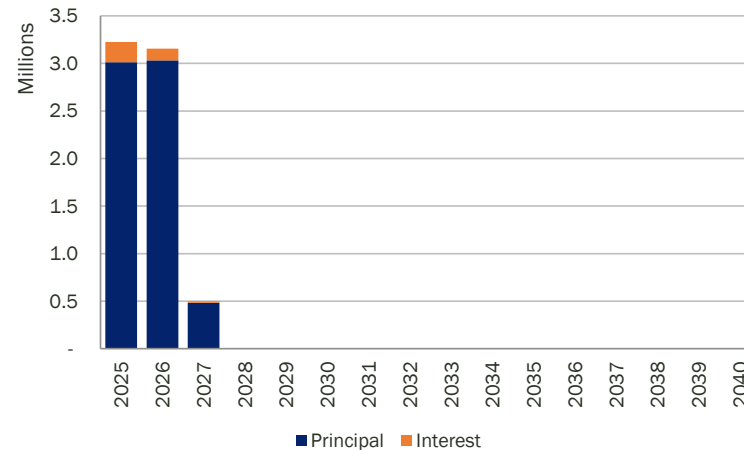
## General Obligation Bonds — Debt Service Millage



## General Obligation Bonds — Real Property Millage

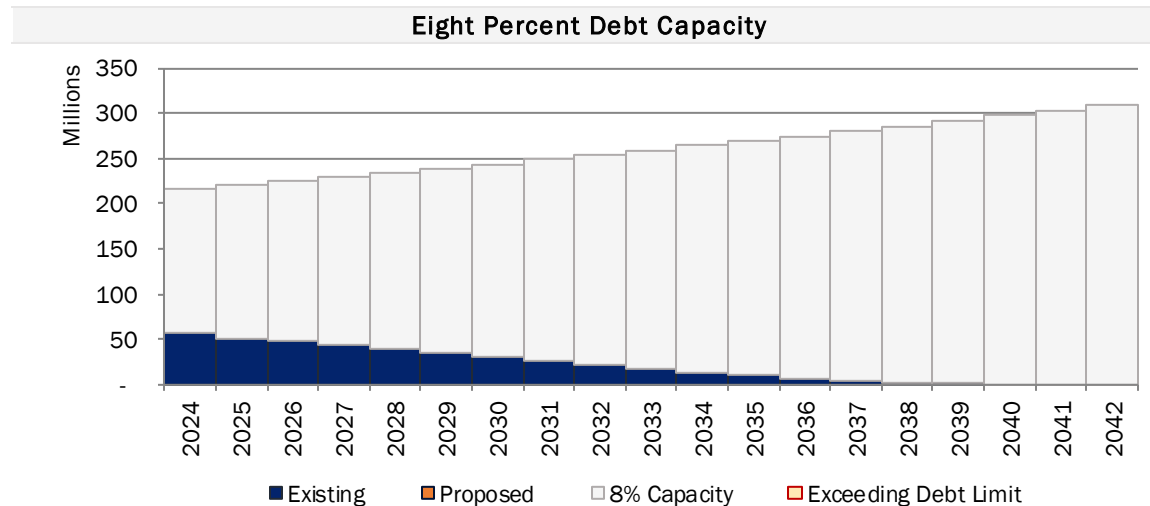


## General Obligation Bonds — Bluffton Parkway Revenues



# 8% Debt Capacity

- The County is permitted to issue General Obligation Bonds without voter approval in an amount equal to 8% of the Assessed Value of all taxable property in the County.
- Based on the County's FY2024 Assessed Value of \$2,654,721,069, the County's constitutional debt limit was \$212,377,686.
- Following the payment of outstanding General Obligation Bond principal in FY2024, the County will have \$57,352,954 of General Obligation Bond debt that counts against this limit, leaving \$155,024,732 of capacity.
  - This capacity will continue to grow as the County pays down existing debt and its Assessed Value increases.



# Identified Capital Needs

- The County has identified \$68.6 million of capital projects that it is considering funding through the issuance of a General Obligation Bond, including County projects totaling \$52.6 million, Beaufort Memorial Hospital (the “Hospital”) projects totaling \$10 million and a project totaling \$6 million for Technical College of the Lowcountry (“TCL”).

| Project Description                   | Amount              |
|---------------------------------------|---------------------|
| Public Works Capital Projects         | \$25,075,000        |
| Facilities Capital Projects           | \$100,000           |
| Public Safety Capital Projects        | \$627,227           |
| Sherriff's Office Capital Projects    | \$965,000           |
| DSN Capital Projects                  | \$78,700            |
| Parks and Rec Capital Projects        | \$1,830,000         |
| Community Center Capital Projects     | \$5,000,000         |
| Passive Parks Capital Projects        | \$5,940,912         |
| St. James Church                      | \$3,500,000         |
| Future Government Complex             | \$9,500,000         |
| Sub-Total                             | \$52,616,839        |
| Affordable Housing (BMH)              | \$2,000,000         |
| New Hospital Project (BMH)            | \$8,000,000         |
| New Workforce Training Facility (TCL) | \$6,000,000         |
| Sub-Total                             | \$16,000,000        |
| <b>Total</b>                          | <b>\$68,616,839</b> |

# Repayment Sources

## › County

- › In FY2024, the County levied 3.4 debt service mills which, based on a value of a mill of \$2.65 million, generated approximately \$9 million in property tax revenues in FY2024.
- › Assuming a 3% growth in the value of a mill and a reduction in the millage rate to 3.2 mills in FY2025, property tax revenue would be approximately \$8.65 million.
- › In addition, the County's debt service fund had a 6/30/24 ending fund balance of approximately \$18 million which would be used to pay for a portion of the debt service on a GO bond issue.
  - › The analysis that follows assumes that the County "upsizes" the first principal payment due on March 1, 2025 to bring down the balance in the debt service fund to approximately \$5 million which is approximately half of the County's future annual debt service.

## › Beaufort Memorial Hospital

- › In FY2024, the County levied 0.4 mills for the Hospital which, based on a value of a mill of \$2.65 million, generated approximately \$1.06 million in property tax revenues in FY2024 which was approximately \$200,000 in excess of what the Hospital received in the prior year due to reassessment.
- › In FY2025, the County increased the millage rate to 0.6 mills for the Hospital. If it applied the \$200,000 in excess and the additional \$540,000 that the additional 0.2 mills will generate, this \$740,000 in aggregate revenue could be applied towards the payment of debt service for the Hospital's projects.

## › Higher Education Fund

- › In FY2024, the County levied 2.2 mills for its Higher Education Fund which, based on a value of a mill of \$2.65 million, generated approximately \$5.83 million in property tax revenues in FY2024.
- › Of this amount, 1.1 mills was earmarked for USCB and 1.1 mills was earmarked for TCL which was approximately \$200,000 in excess of what each entity received in the prior year due to reassessment.
- › In FY2025, the County increased the millage rate to 2.3 mills for the Higher Education Fund (1.2 mills for TCL). If it applied the \$200,000 in excess and the additional \$270,000 that the additional 0.1 mills will generate, this \$470,000 in aggregate revenue could be applied towards the payment of debt service for TCL's projects.

# Plan of Finance (County Projects)

- The table below shows the impact of funding the \$52.6 million of County projects with the issuance of a GO Bond issued under the County's 8% capacity and serviced by 3.2 debt service mills assuming a 25-year repayment term and estimated current market rates.

| Tax Levy | Debt Service<br>Paid | Millage Rate | Value of a Mill | Assumed<br>Growth Rate | Collection<br>Percentage | Millage<br>Collections | Bluffton Pkwy<br>Admission<br>Taxes & Fees | Existing Debt<br>Service | Proposed Debt<br>Service | Total Debt<br>Service | Surplus (Deficit) | Use of Fund<br>Balance | Fund Balance |
|----------|----------------------|--------------|-----------------|------------------------|--------------------------|------------------------|--|--------------------------|--------------------------|-----------------------|-------------------|------------------------|--------------|
| Total    |                      |              |                 |                        |                          |                        |  |                          |                          |                       |                   |                        |              |
| 2022     | 2023                 | 5.60         | 2,261,466       |                        | 100.00%                  | 12,664,210             | 3,169,016                                  | 14,782,332               | -                        | 14,782,332            | 1,050,893         | -                      | 4,199,865    |
| 2023     | 2024                 | 3.40         | 2,650,000       | 17.18%                 | 100.00%                  | 9,010,000              | 3,182,640                                  | 12,789,956               | -                        | 12,789,956            | (597,316)         | (597,316)              | 16,884,672   |
| 2024     | 2025                 | 3.20         | 2,705,000       | 2.08%                  | 100.00%                  | 8,656,000              | 3,181,256                                  | 12,343,529               | 11,194,609               | 23,538,138            | (11,700,882)      | (11,700,882)           | 5,183,791    |
| 2025     | 2026                 | 3.20         | 2,786,150       | 3.00%                  | 100.00%                  | 8,915,680              | 3,100,212                                  | 8,599,417                | 3,296,700                | 11,896,117            | 119,775           | -                      | 5,303,565    |
| 2026     | 2027                 | 3.20         | 2,869,735       | 3.00%                  | 100.00%                  | 9,183,149              | 490,416                                    | 6,681,822                | 2,871,700                | 9,553,522             | 120,043           | -                      | 5,423,608    |
| 2027     | 2028                 | 3.20         | 2,927,129       | 2.00%                  | 100.00%                  | 9,366,813              | -  | 6,869,901                | 2,376,950                | 9,246,851             | 119,961           | -                      | 5,543,569    |
| 2028     | 2029                 | 3.20         | 2,985,672       | 2.00%                  | 100.00%                  | 9,554,147              | -  | 6,852,149                | 2,587,200                | 9,439,349             | 114,798           | -                      | 5,658,367    |
| 2029     | 2030                 | 3.20         | 3,045,385       | 2.00%                  | 100.00%                  | 9,745,232              | -  | 5,586,800                | 2,658,200                | 8,245,000             | 1,500,232         | -                      | 7,158,600    |
| 2030     | 2031                 | 3.20         | 3,106,293       | 2.00%                  | 100.00%                  | 9,940,134              | -  | 5,583,244                | 2,659,825                | 8,243,069             | 1,697,066         | -                      | 8,855,665    |
| 2031     | 2032                 | 3.20         | 3,168,419       | 2.00%                  | 100.00%                  | 10,138,938             | -  | 5,595,176                | 2,658,700                | 8,253,876             | 1,885,062         | -                      | 10,740,727   |
| 2032     | 2033                 | 3.20         | 3,231,787       | 2.00%                  | 100.00%                  | 10,341,718             | -  | 5,633,836                | 2,659,700                | 8,293,536             | 2,048,183         | -                      | 12,788,910   |
| 2033     | 2034                 | 3.20         | 3,296,423       | 2.00%                  | 100.00%                  | 10,548,550             | -  | 5,664,003                | 2,662,575                | 8,326,578             | 2,221,972         | -                      | 15,010,882   |
| 2034     | 2035                 | 3.20         | 3,362,351       | 2.00%                  | 100.00%                  | 10,759,523             | -  | 4,370,905                | 2,662,200                | 7,033,105             | 3,726,418         | -                      | 18,737,300   |
| 2035     | 2036                 | 3.20         | 3,429,598       | 2.00%                  | 100.00%                  | 10,974,714             | -  | 4,368,284                | 2,658,575                | 7,026,859             | 3,947,854         | -                      | 22,685,155   |
| 2036     | 2037                 | 3.20         | 3,498,190       | 2.00%                  | 100.00%                  | 11,194,208             | -  | 4,367,422                | 2,661,450                | 7,028,872             | 4,165,336         | -                      | 26,850,491   |
| 2037     | 2038                 | 3.20         | 3,568,154       | 2.00%                  | 100.00%                  | 11,418,093             | -  | 1,206,938                | 2,660,575                | 3,867,513             | 7,550,580         | -                      | 34,401,071   |
| 2038     | 2039                 | 3.20         | 3,639,517       | 2.00%                  | 100.00%                  | 11,646,454             | -  | 1,209,741                | 2,660,825                | 3,870,566             | 7,775,889         | -                      | 42,176,960   |
| 2039     | 2040                 | 3.20         | 3,712,308       | 2.00%                  | 100.00%                  | 11,879,382             | -  | 439,078                  | 2,661,950                | 3,101,028             | 8,778,354         | -                      | 50,955,314   |
| 2040     | 2041                 | 3.20         | 3,786,554       | 2.00%                  | 100.00%                  | 12,116,970             | -  | -                        | 2,658,050                | 2,658,050             | 9,458,920         | -                      | 60,414,234   |
| 2041     | 2042                 | 3.20         | 3,862,285       | 2.00%                  | 100.00%                  | 12,359,309             | -  | -                        | 2,659,750                | 2,659,750             | 9,699,559         | -                      | 70,113,793   |
| 2042     | 2043                 | 3.20         | 3,939,530       | 2.00%                  | 100.00%                  | 12,606,496             | -  | -                        | 2,658,450                | 2,658,450             | 9,948,046         | -                      | 80,061,839   |
| 2043     | 2044                 | 3.20         | 4,018,321       | 2.00%                  | 100.00%                  | 12,858,627             | -  | -                        | 2,659,050                | 2,659,050             | 10,199,577        | -                      | 90,261,416   |
| 2044     | 2045                 | 3.20         | 4,098,688       | 2.00%                  | 100.00%                  | 13,115,798             | -  | -                        | 2,661,350                | 2,661,350             | 10,454,448        | -                      | 100,715,864  |
| 2045     | 2046                 | 3.20         | 4,180,661       | 2.00%                  | 100.00%                  | 13,378,115             | -  | -                        | 2,657,506                | 2,657,506             | 10,720,609        | -                      | 111,436,473  |
| 2046     | 2047                 | 3.20         | 4,264,275       | 2.00%                  | 100.00%                  | 13,645,677             | -  | -                        | 2,662,094                | 2,662,094             | 10,983,583        | -                      | 122,420,056  |
| 2047     | 2048                 | 3.20         | 4,349,560       | 2.00%                  | 100.00%                  | 13,918,589             | -  | -                        | 2,657,538                | 2,657,538             | 11,261,051        | -                      | 133,681,107  |
| 2048     | 2049                 | 3.20         | 4,436,551       | 2.00%                  | 100.00%                  | 14,196,963             | -  | -                        | 2,658,731                | 2,658,731             | 11,538,232        | -                      | 145,219,339  |
| 2049     | 2050                 | 3.20         | 4,525,282       | 2.00%                  | 100.00%                  | 14,480,902             | -  | -                        | 2,660,356                | 2,660,356             | 11,820,546        | -                      | 157,039,886  |

# Estimated Debt Service (County Projects)

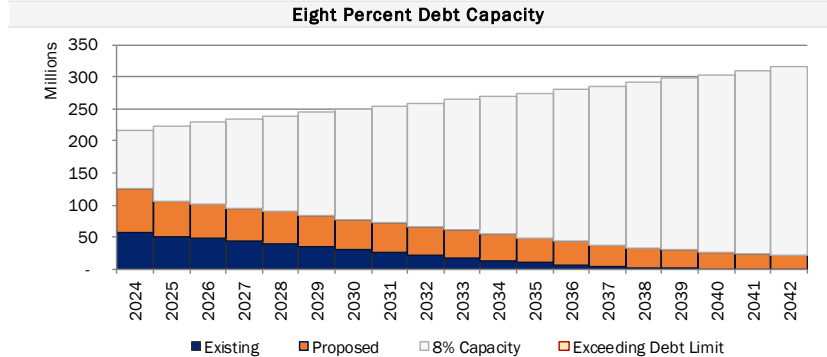
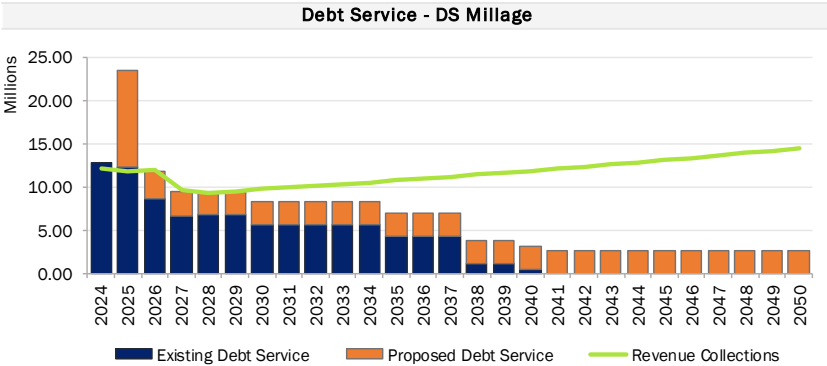
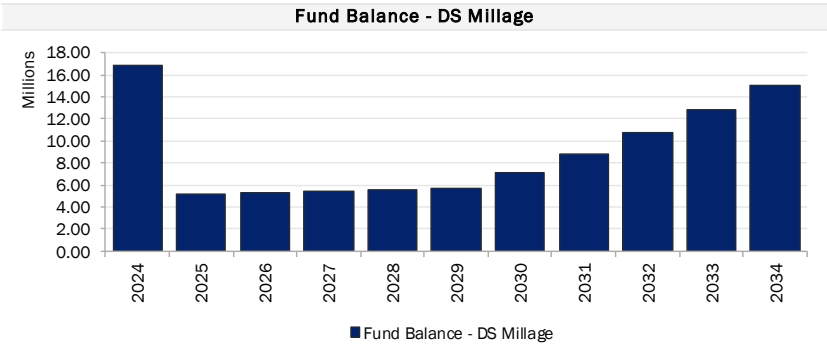
- The table below shows the estimated debt service on the portion of the GO Bond related to the County's projects.

| Sources of Funds              |                   |
|-------------------------------|-------------------|
| Par Amount                    | 52,820,000        |
| Premium                       | 2,166,737         |
| Equity Contribution           | -                 |
| <b>Total Sources of Funds</b> | <b>54,986,737</b> |
| Uses of Funds                 |                   |
| <b>Project Fund</b>           | <b>52,616,839</b> |
| Debt Service Fund             | 1,902,637         |
| Costs of Issuance             | 200,000           |
| Underwriter's Discount        | 264,100           |
| Additional Proceeds           | 3,161             |
| <b>Total Uses of Funds</b>    | <b>54,986,737</b> |

| Debt Service Requirements |            |            |                   |                  |
|---------------------------|------------|------------|-------------------|------------------|
| Period Ending             | Principal  | Interest   | Debt Service Fund | Net Debt Service |
|                           | 52,820,000 | 27,267,246 | (1,902,637)       | 78,184,609       |
| 3/1/2025                  | 12,000,000 | 170,396    | (1,902,637)       | 10,267,759       |
| 9/1/2025                  | -          | 926,850    | -                 | 926,850          |
| 3/1/2026                  | 1,480,000  | 926,850    | -                 | 2,406,850        |
| 9/1/2026                  | -          | 889,850    | -                 | 889,850          |
| 3/1/2027                  | 1,120,000  | 889,850    | -                 | 2,009,850        |
| 9/1/2027                  | -          | 861,850    | -                 | 861,850          |
| 3/1/2028                  | 670,000    | 861,850    | -                 | 1,531,850        |
| 9/1/2028                  | -          | 845,100    | -                 | 845,100          |
| 3/1/2029                  | 920,000    | 845,100    | -                 | 1,765,100        |
| 9/1/2029                  | -          | 822,100    | -                 | 822,100          |
| 3/1/2030                  | 1,040,000  | 822,100    | -                 | 1,862,100        |
| 9/1/2030                  | -          | 796,100    | -                 | 796,100          |
| 3/1/2031                  | 1,095,000  | 796,100    | -                 | 1,891,100        |
| 9/1/2031                  | -          | 768,725    | -                 | 768,725          |
| 3/1/2032                  | 1,150,000  | 768,725    | -                 | 1,918,725        |
| 9/1/2032                  | -          | 739,975    | -                 | 739,975          |
| 3/1/2033                  | 1,210,000  | 739,975    | -                 | 1,949,975        |
| 9/1/2033                  | -          | 709,725    | -                 | 709,725          |
| 3/1/2034                  | 1,275,000  | 709,725    | -                 | 1,984,725        |
| 9/1/2034                  | -          | 677,850    | -                 | 677,850          |
| 3/1/2035                  | 1,340,000  | 677,850    | -                 | 2,017,850        |
| 9/1/2035                  | -          | 644,350    | -                 | 644,350          |
| 3/1/2036                  | 1,405,000  | 644,350    | -                 | 2,049,350        |
| 9/1/2036                  | -          | 609,225    | -                 | 609,225          |
| 3/1/2037                  | 1,480,000  | 609,225    | -                 | 2,089,225        |
| 9/1/2037                  | -          | 572,225    | -                 | 572,225          |
| 3/1/2038                  | 1,555,000  | 572,225    | -                 | 2,127,225        |
| 9/1/2038                  | -          | 533,350    | -                 | 533,350          |
| 3/1/2039                  | 1,635,000  | 533,350    | -                 | 2,168,350        |
| 9/1/2039                  | -          | 492,475    | -                 | 492,475          |
| 3/1/2040                  | 1,720,000  | 492,475    | -                 | 2,212,475        |
| 9/1/2040                  | -          | 449,475    | -                 | 449,475          |
| 3/1/2041                  | 1,795,000  | 449,475    | -                 | 2,244,475        |
| 9/1/2041                  | -          | 413,575    | -                 | 413,575          |
| 3/1/2042                  | 1,870,000  | 413,575    | -                 | 2,283,575        |
| 9/1/2042                  | -          | 376,175    | -                 | 376,175          |
| 3/1/2043                  | 1,945,000  | 376,175    | -                 | 2,321,175        |
| 9/1/2043                  | -          | 337,275    | -                 | 337,275          |
| 3/1/2044                  | 2,025,000  | 337,275    | -                 | 2,362,275        |
| 9/1/2044                  | -          | 296,775    | -                 | 296,775          |
| 3/1/2045                  | 2,110,000  | 296,775    | -                 | 2,406,775        |
| 9/1/2045                  | -          | 254,575    | -                 | 254,575          |
| 3/1/2046                  | 2,195,000  | 254,575    | -                 | 2,449,575        |
| 9/1/2046                  | -          | 207,931    | -                 | 207,931          |
| 3/1/2047                  | 2,295,000  | 207,931    | -                 | 2,502,931        |
| 9/1/2047                  | -          | 159,163    | -                 | 159,163          |
| 3/1/2048                  | 2,390,000  | 159,163    | -                 | 2,549,163        |
| 9/1/2048                  | -          | 108,375    | -                 | 108,375          |
| 3/1/2049                  | 2,495,000  | 108,375    | -                 | 2,603,375        |
| 9/1/2049                  | -          | 55,356     | -                 | 55,356           |
| 3/1/2050                  | 2,605,000  | 55,356     | -                 | 2,660,356        |



# Plan of Finance (County)



# Plan of Finance (Hospital)

- If the County included \$10 million in its 8% GO Bond for the Hospital's requested projects, the estimated debt service for that portion of the borrowing would be approximately \$680,000 per year assuming a 20-year term repayment term.
- The \$200,000 of surplus revenue generated in FY2024 due to reassessment plus the additional revenue generated from an increase in the millage rate for the Hospital of 0.2 mills of \$540,000 would be sufficient to service the debt on this portion of the borrowing and the County would maintain ample 8% debt capacity.

| Calendar Year | Millage Revenue Available | Proposed Debt Service | Coverage | Surplus (Deficit) | <b>8% Assessed Value Capacity</b> |                    |
|---------------|---------------------------|-----------------------|----------|-------------------|-----------------------------------|--------------------|
| 2025          | 740,000                   | 673,824               | 1.10x    | 66,176            | Assessed Value                    | 2,654,721,069      |
| 2026          | 740,000                   | 680,200               | 1.09x    | 59,800            | x 8%                              | 8.00%              |
| 2027          | 740,000                   | 681,325               | 1.09x    | 58,675            | Debt Limit                        | 212,377,686        |
| 2028          | 740,000                   | 681,700               | 1.09x    | 58,300            | Less: Existing 8% GO Debt         | (57,352,954)       |
| 2029          | 740,000                   | 681,325               | 1.09x    | 58,675            | <b>Existing 8% Debt Limit</b>     | <b>155,024,732</b> |
| 2030          | 740,000                   | 680,200               | 1.09x    | 59,800            | Less: County GO                   | (52,820,000)       |
| 2031          | 740,000                   | 678,325               | 1.09x    | 61,675            | Less: Hospital GO                 | (10,075,000)       |
| 2032          | 740,000                   | 680,575               | 1.09x    | 59,425            | Less: UCSB GO                     | -                  |
| 2033          | 740,000                   | 676,950               | 1.09x    | 63,050            | Less: TCL GO                      |                    |
| 2034          | 740,000                   | 677,450               | 1.09x    | 62,550            | <b>Remaining 8% Debt Limit</b>    | <b>92,129,732</b>  |
| 2035          | 740,000                   | 681,825               | 1.09x    | 58,175            |                                   |                    |
| 2036          | 740,000                   | 680,075               | 1.09x    | 59,925            |                                   |                    |
| 2037          | 740,000                   | 677,325               | 1.09x    | 62,675            |                                   |                    |
| 2038          | 740,000                   | 678,450               | 1.09x    | 61,550            |                                   |                    |
| 2039          | 740,000                   | 678,325               | 1.09x    | 61,675            |                                   |                    |
| 2040          | 740,000                   | 681,825               | 1.09x    | 58,175            |                                   |                    |
| 2041          | 740,000                   | 681,800               | 1.09x    | 58,200            |                                   |                    |
| 2042          | 740,000                   | 678,600               | 1.09x    | 61,400            |                                   |                    |
| 2043          | 740,000                   | 679,500               | 1.09x    | 60,500            |                                   |                    |
| 2044          | 740,000                   | 679,400               | 1.09x    | 60,600            |                                   |                    |
| 2045          | 740,000                   | 678,300               | 1.09x    | 61,700            |                                   |                    |
| Total         |                           | 14,267,299            |          |                   |                                   |                    |

# Plan of Finance (TCL)

- If the County included \$6 million in its 8% GO Bond for TCL's requested projects, the estimated debt service for that portion of the borrowing would be approximately \$408,000 per year assuming a 20-year repayment term.
- The \$200,000 of surplus revenue generated in FY2024 due to reassessment plus the additional revenue generated from an increase in the millage rate for TCL of 0.1 mills of \$270,000 would be sufficient to service the debt on this portion of the borrowing and the County would maintain ample 8% debt capacity.

| Calendar Year | Millage Revenue Available | Proposed Debt Service | Coverage | Surplus (Deficit) |
|---------------|---------------------------|-----------------------|----------|-------------------|
| 2025          | 470,000                   | 406,605               | 1.16x    | 63,395            |
| 2026          | 470,000                   | 406,250               | 1.16x    | 63,750            |
| 2027          | 470,000                   | 408,000               | 1.15x    | 62,000            |
| 2028          | 470,000                   | 409,250               | 1.15x    | 60,750            |
| 2029          | 470,000                   | 410,000               | 1.15x    | 60,000            |
| 2030          | 470,000                   | 405,375               | 1.16x    | 64,625            |
| 2031          | 470,000                   | 410,250               | 1.15x    | 59,750            |
| 2032          | 470,000                   | 409,500               | 1.15x    | 60,500            |
| 2033          | 470,000                   | 408,250               | 1.15x    | 61,750            |
| 2034          | 470,000                   | 406,500               | 1.16x    | 63,500            |
| 2035          | 470,000                   | 409,125               | 1.15x    | 60,875            |
| 2036          | 470,000                   | 406,125               | 1.16x    | 63,875            |
| 2037          | 470,000                   | 407,500               | 1.15x    | 62,500            |
| 2038          | 470,000                   | 408,125               | 1.15x    | 61,875            |
| 2039          | 470,000                   | 408,000               | 1.15x    | 62,000            |
| 2040          | 470,000                   | 407,125               | 1.15x    | 62,875            |
| 2041          | 470,000                   | 407,200               | 1.15x    | 62,800            |
| 2042          | 470,000                   | 408,300               | 1.15x    | 61,700            |
| 2043          | 470,000                   | 408,800               | 1.15x    | 61,200            |
| 2044          | 470,000                   | 408,700               | 1.15x    | 61,300            |
| 2045          | 470,000                   | 408,000               | 1.15x    | 62,000            |
| Total         |                           | 8,566,980             |          |                   |

| 8% Assessed Value Capacity     |                    |
|--------------------------------|--------------------|
| Assessed Value                 | 2,654,721,069      |
| x 8%                           | 8.00%              |
| <i>Debt Limit</i>              | 212,377,686        |
| Less: Existing 8% GO Debt      | (57,352,954)       |
| <b>Existing 8% Debt Limit</b>  | <b>155,024,732</b> |
| Less: County GO                | (52,820,000)       |
| Less: Hospital GO              | (10,075,000)       |
| Less: UCSB GO                  | -                  |
| Less: TCL GO                   | (6,050,000)        |
| <b>Remaining 8% Debt Limit</b> | <b>86,079,732</b>  |

# Financing Schedule

| DATE                | TASK   |
|---------------------|--|
| By June 5           | Distribute Draft of Bond Ordinance   |
| June 10             | Comments Due on Bond Ordinance   |
| June 12             | Distribute Revised Draft of Bond Ordinance   |
| By September 13     | Finalize Bond Ordinance / Plan of Finance  |
| September 23        | Finance Committee Meeting – Review Plan of Finance / Bond Ordinance                |
| October 14          | County Council Meeting – 1 <sup>st</sup> Reading of Bond Ordinance                 |
| By October 25       | Publish Notice of Public Hearing   |
| October 28          | County Council Meeting – 2 <sup>nd</sup> Reading of Bond Ordinance                 |
| November 7          | Distribute Draft of POS  |
| Week of November 11 | Working Group Call to Review POS   |
| November 12         | County Council Meeting – Public Hearing; 3 <sup>rd</sup> Reading of Bond Ordinance |
| December 6          | Distribute Revised Draft of POS<br>Send Documents to Rating Agencies               |
| By December 9       | Distribute Draft of Rating Presentation  |
| Week of December 9  | Working Group Call to Review POS / Rating Presentation                             |
| Week of December 16 | Rating Agency Calls  |
| By December 31      | Distribute Revised Draft of POS  |
| By January 6        | Receive Ratings  |
| January 9           | Finalize POS   |
| January 10          | Post POS   |
| January 11          | 60-Day Challenge Period Expires  |
| By January 14       | Publish Summary Notice of Sale   |
| January 21          | Sell Bonds   |
| Week of January 27  | Distribute Draft of Closing Documents  |
| February 6          | Closing  |

# First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

FIRSTTRYON.COM

MSRB Registrant

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**FINANCING SCHEDULE**

| Sep-24 |    |    |    |    |    |    | Oct-24 |    |    |    |    |    |    | Nov-24 |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|--------|----|----|----|----|----|----|--------|----|----|----|----|----|----|
| Su     | Mo | Tu | We | Th | Fr | Sa | Su     | Mo | Tu | We | Th | Fr | Sa | Su     | Mo | Tu | We | Th | Fr | Sa |
| 1      | 2  | 3  | 4  | 5  | 6  | 7  |        |    | 1  | 2  | 3  | 4  | 5  |        |    |    |    |    | 1  | 2  |
| 8      | 9  | 10 | 11 | 12 | 13 | 14 | 6      | 7  | 8  | 9  | 10 | 11 | 12 | 3      | 4  | 5  | 6  | 7  | 8  | 9  |
| 15     | 16 | 17 | 18 | 19 | 20 | 21 | 13     | 14 | 15 | 16 | 17 | 18 | 19 | 10     | 11 | 12 | 13 | 14 | 15 | 16 |
| 22     | 23 | 24 | 25 | 26 | 27 | 28 | 20     | 21 | 22 | 23 | 24 | 25 | 26 | 17     | 18 | 19 | 20 | 21 | 22 | 23 |
| 29     | 30 |    |    |    |    |    | 27     | 28 | 29 | 30 | 31 |    |    | 24     | 25 | 26 | 27 | 28 | 29 | 30 |

| Dec-24 |    |    |    |    |    |    | Jan-25 |    |    |    |    |    |    | Feb-25 |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|--------|----|----|----|----|----|----|--------|----|----|----|----|----|----|
| Su     | Mo | Tu | We | Th | Fr | Sa | Su     | Mo | Tu | We | Th | Fr | Sa | Su     | Mo | Tu | We | Th | Fr | Sa |
| 1      | 2  | 3  | 4  | 5  | 6  | 7  |        |    |    | 1  | 2  | 3  | 4  |        |    |    |    |    |    | 1  |
| 8      | 9  | 10 | 11 | 12 | 13 | 14 | 5      | 6  | 7  | 8  | 9  | 10 | 11 | 2      | 3  | 4  | 5  | 6  | 7  | 8  |
| 15     | 16 | 17 | 18 | 19 | 20 | 21 | 12     | 13 | 14 | 15 | 16 | 17 | 18 | 9      | 10 | 11 | 12 | 13 | 14 | 15 |
| 22     | 23 | 24 | 25 | 26 | 27 | 28 | 19     | 20 | 21 | 22 | 23 | 24 | 25 | 16     | 17 | 18 | 19 | 20 | 21 | 22 |
| 29     | 30 | 31 |    |    |    |    | 26     | 27 | 28 | 29 | 30 | 31 |    | 23     | 24 | 25 | 26 | 27 | 28 |    |

| DATE                | TASK   | RESPONSIBILITY |
|---------------------|--|----------------|
| By June 5           | Distribute Draft of Bond Ordinance   | BC             |
| June 10             | Comments Due on Bond Ordinance   | Working Group  |
| June 12             | Distribute Revised Draft of Bond Ordinance   | BC             |
| By September 13     | Finalize Bond Ordinance / Plan of Finance  | Working Group  |
| September 23        | Finance Committee Meeting – Review Plan of Finance / Bond Ordinance                | County / BC    |
| October 14          | County Council Meeting – 1 <sup>st</sup> Reading of Bond Ordinance                 | County / BC    |
| By October 25       | Publish Notice of Public Hearing   | County / BC    |
| October 28          | County Council Meeting – 2 <sup>nd</sup> Reading of Bond Ordinance                 | County / BC    |
| November 7          | Distribute Draft of POS  | BC             |
| Week of November 11 | Working Group Call to Review POS   | Working Group  |
| November 12         | County Council Meeting – Public Hearing; 3 <sup>rd</sup> Reading of Bond Ordinance | County / BC    |
| December 6          | Distribute Revised Draft of POS<br>Send Documents to Rating Agencies               | BC<br>FA       |
| By December 9       | Distribute Draft of Rating Presentation  | FA             |
| Week of December 9  | Working Group Call to Review POS / Rating Presentation                             | Working Group  |
| Week of December 16 | Rating Agency Calls  | Working Group  |
| By December 31      | Distribute Revised Draft of POS  | BC             |
| By January 6        | Receive Ratings  | Working Group  |
| January 9           | Finalize POS   | Working Group  |
| January 10          | Post POS   | BC             |
| January 11          | 60-Day Challenge Period Expires  | Working Group  |
| By January 14       | Publish Summary Notice of Sale   | BC             |
| January 21          | Sell Bonds   | Working Group  |
| Week of January 27  | Distribute Draft of Closing Documents  | BC             |
| February 6          | Closing  | Working Group  |

\*County Council typically meets on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month

**RESPONSIBILITY LEGEND:**

Item 14.

| Role              | Entity                          | Defined  |
|-------------------|---------------------------------|----------|
| Issuer            | Beaufort County, South Carolina | "County" |
| Bond Counsel      | Haynsworth Sinkler Boyd         | "BC"     |
| Financial Advisor | First Tryon Advisors            | "FA"     |



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

|  |
|--|
| <b>ITEM TITLE:</b>   |
| An ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.  |
| <b>MEETING NAME AND DATE:</b>  |
| Public Facility and Safety Committee Meeting 10-21-2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure<br>(5 Minutes)  |
| <b>ITEM BACKGROUND:</b>  |
| Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance.   |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| Beaufort County Stormwater Department is requesting a drainage easement on Parcel R200 005 00A 0040 0000. This is a platted easement that the County needs to formalize to help alleviate drainage that is backing up due to stormwater conveyance on Flamingo Cove Road to this outfall. See attached location map for reference. |
| <b>FISCAL IMPACT:</b>  |
| <i>Work to be included in Stormwater Maintenance account # 5025-90-9020-51170</i>  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends approval of an ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| <i>Motion to approve/deny/amend an ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.</i><br><br><i>(Next Step) County Council 2 readings &amp; public reading/hearing</i>   |



**Ordinance No. 2024/\_\_\_\_****AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000**

**WHEREAS**, Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County Legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance; and

**WHEREAS**, Beaufort County Stormwater Department is requesting a drainage easement associated with parcel R200 005 00A 0040 0000. Parcel R200 005 00A 0040 0000 will help conveyance of drainage to reduce water backup on parcel and surrounding properties; and

**WHEREAS**, Beaufort County Stormwater Staff have reviewed and approve the request for drainage easement on parcel R200 005 00A 0040 0000 as shown on attached Exhibit "A"; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to authorize the conveyance and acceptance for drainage easement on parcel R200 005 00A 0040 0000 as shown on attached Exhibit "A".

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

The County Administrator or assignee is hereby authorized to execute the drainage easement on parcel R100 030 000 0268 0000 as shown on attached Exhibit "A".

DONE this \_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

---

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

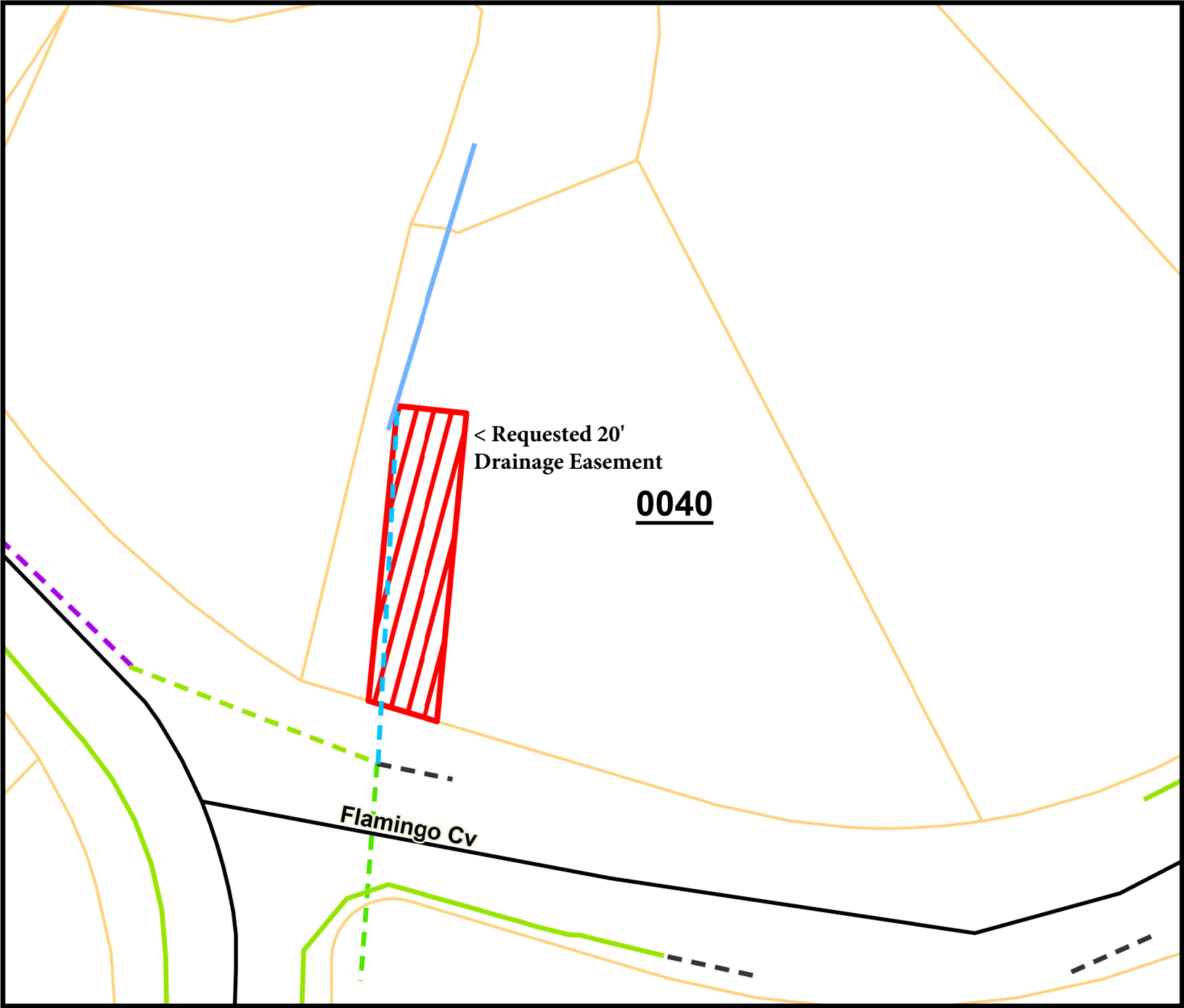
Second Reading:

First Reading:

(Exhibit "A")  
R200-005-A-0040  
Flamingo Cove

Activity: Drainage  
Easement

Township:  
Lady's Island



**Legend**

- Drainage Esmt. (20 ft.)
- Streets
- Parcels
- Channel (fka Outfall)
- Channel Pipe
- Crossline Pipe
- Driveway Pipe
- Road Pipe
- Roadside
- Roadside Pipe



1 inch = 39 feet





STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )

**GRANT OF EASEMENT  
 AGREEMENT**

**THIS GRANT OF EASEMENT AGREEMENT** (the "Agreement") is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between JOSHUA CRAYTON & ANA CRAYTON, ("Grantor") and **Beaufort County** ("Grantee") and hereinafter referred to collectively as the "Parties".

**WHEREAS**, the Grantor is the current owner of fee simple title to the real property known as **R200 005 00A 0040 0000** situated at **1 FLAMINGO CV IN BEAUFORT COUNTY, SC** and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Grantee and Grantor desire to improve the stormwater drainage system to the benefit of the Property and the surrounding Beaufort County property owner's land, and to comply with its federally required MS4 permit; and

**WHEREAS**, the Parties desire to establish a perpetual non-exclusive easement for the purposes of the construction, operation, maintenance, and/or reconstruction of a stormwater drainage system.

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) or the benefit of the portion of improved drainage on Grantor's land and elsewhere, the Parties do hereby agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is a 20 feet wide drainage easement along the western property line of lot # 5 and is further identified in Plat Book 131 at Page 134.
3. Use of Easement Terms.
  - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
  - b. Grantor hereby grants to Grantee the Easement for the purpose of:
    - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
    - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
    - iii. Clearing and removing all brush and trees to a width necessary to improve the stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
  - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
  - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
  - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
  - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
  5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
  6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
  7. Authority. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
  8. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

WITNESSES:

Grantor's Signature

(2) \_\_\_\_\_  
 (Signature of Witness #1)

(1) \_\_\_\_\_  
 JOSHUA CRAYTON

(3) \_\_\_\_\_  
 (Signature of Witness #2 – the Notary Public)

(1) \_\_\_\_\_  
 ANA CRAYTON

STATE OF \_\_\_\_\_ )  
 COUNTY \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that JOSHUA CRAYTON & ANA CRAYTON personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me  
 on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(4) \_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

County Use Only

Location: Beaufort County  
 Township: 1 FLAMINGO CV  
 Tax Map No. 033 Parcel No.117



WITNESSES:

Beaufort County "Grantee's" Signature

\_\_\_\_\_  
(Signature of Witness #1)

By: \_\_\_\_\_  
David Wilhelm

\_\_\_\_\_  
(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

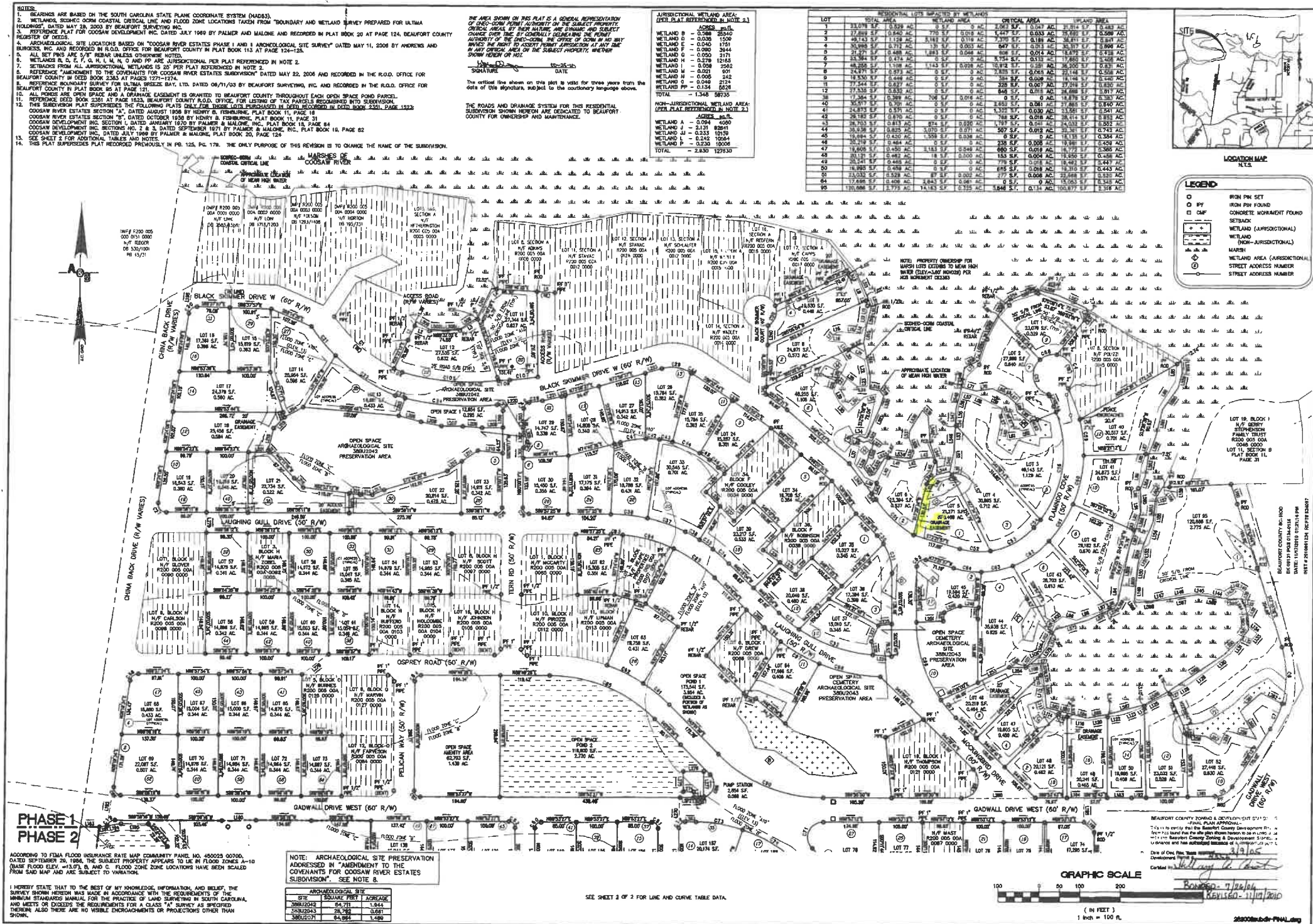
I, the undersigned Notary Public, do hereby certify that David Wilhelm the Interim Public Works Director for Beaufort County personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

(4) \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



*Item 15.*



| PLAN REVISIONS |                                     |  | DATE     | BY  |
|----------------|-------------------------------------|--|----------|-----|
| NO.            | DESCRIPTION                         |  |          |     |
| 1              | AJDED NOTES                         |  | 07/05/08 | SSS |
| 2              | REVISED PER QUANTITY COMMENTS       |  | 07/15/08 | SSS |
| 3              | UPDATED PAGER AREA TABLE            |  | 07/14/08 | SSS |
| 4              | ADDED OPEN SPACE AREA               |  | 02/12/08 | MJR |
| 5              | CORRECTED ROAD NAMES                |  | 05/01/08 | MJR |
| 6              | CORRECTED LOT 45 & CEMETERY ADDRESS |  | 05/01/08 | SSS |
| 7              | REMOVED OPEN SPACE ON CHINA BACK DR |  | 06/30/08 | SSS |
| 8              | CORRECTED NOTES & TABLES            |  | 07/31/08 | SSS |
| 9              | CHANGED PLAT TITLE                  |  | 10/01/10 | SSS |

THE DESIGNS AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE PROPERTY OF CAROL V. ANDREWS & BURGESS, INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

**Andrews  
& Burgess Inc.**  
Engineering & Surveying

404 Sparklin Road  
Beaufort, SC 29906  
843-466-0359  
Fax 843-466-5766

SUBDIVISION  
PLAT  
Prepared For  
Somerset Point  
at Lady's Island  
Phase I

**Lady's Island**  
**Beaufort County**  
**South Carolina**

---

**Date Drawn:** 06/16/06  
**Last Revised:** 10/01/10  
**Drawn By:** N. Unley  
**Engineer:** G. Burgess

SHEET #:  
**1**  
of 2  
JOB: 232002



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

**ITEM TITLE:**

An ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000

**MEETING NAME AND DATE:**

Public Facility and Safety Committee Meeting 10-21-2024

**PRESENTER INFORMATION:**

Jared Fralix, P.E., Assistant County Administrator, Infrastructure  
(5 Minutes)

**ITEM BACKGROUND:**

Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance.

**PROJECT / ITEM NARRATIVE:**

Beaufort County Stormwater Department is requesting a drainage easement on Parcel R100 030 000 0268 0000 to help convey stormwater for a portion of Quail Ridge Circle South to SCDOT S-20 (Broad River Blvd). This easement is needed to provide proper maintenance for positive storm water drainage conveyance off the county owned and maintained road. This area includes the following: Quail Ridge Circle South which includes addresses 4-16, 3-19. This drainage is designed to convey between 10 & 12 Quail Ridge Circle South, and then to a channel ditch between 1 Chesterfield Dr. & 10 Quail Ridge Circle South and ultimate ends up in the SCDOT drainage system off Broad River BLVD.

**FISCAL IMPACT:**

*Work to be included in Stormwater Maintenance account # 5025-90-9020-51170.*

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000.

**OPTIONS FOR COUNCIL MOTION:**

*Motion to approve/deny/amend an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000*

***(Next Step) County Council 2 readings & public reading/hearing***

**Ordinance No. 2024/\_\_\_\_****AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000**

**WHEREAS**, Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County Legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance; and

**WHEREAS**, Beaufort County Stormwater Department is requesting a drainage easement associated with parcel R100 030 000 0268 0000. Parcel R100 030 000 0268 0000 will help conveyance of drainage to reduce water backup on parcel and surrounding properties; and

**WHEREAS**, Beaufort County Stormwater Staff have reviewed and approve the request for drainage easements on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to authorize the conveyance and acceptance for drainage easements on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

The County Administrator or assignee is hereby authorized to execute the drainage easement on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

---

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

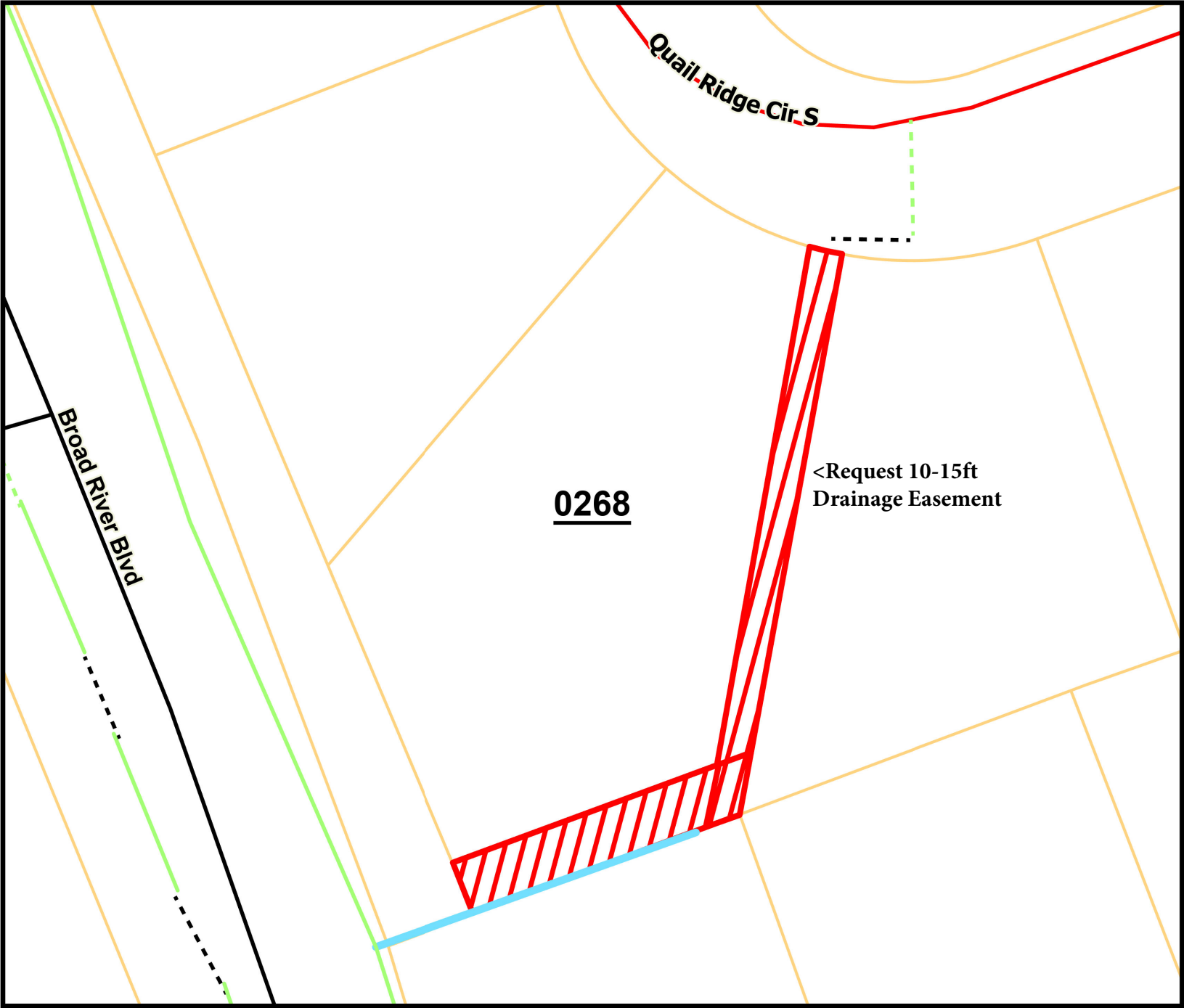
First Reading:



(Exhibit "A")  
R100-030-0268  
Quail Ridge  
Cir S

Activity: Drainage  
Easement

Township:  
Port Royal Island



**Legend**

- Drainage Esmt. (10-15ft.)
- Parcels
- Channel (fka Outfall)
- Crossline Pipe
- Driveway Pipe
- Roadside

**Streets**

- COUNTY
- STATE



1 inch = 52 feet



# Quail Ridge Cir S Stormwater Conveyance



9/12/2024, 10:42:35 AM

- Lines

Override 1

Drainage

Access Pipe

Channel (fka Outfall)

Crossline Pipe

Driveway Pipe

Road Classifications

STATE, PAVED

COUNTY, PAVED

LiveParcels

Easements

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Roadside

Roadside Pipe
- 1:1,128

00.01250.0250.05 mi

00.020.040.08 km
- Map data supported by Beaufort County Mapping and Applications Division, Beaufort County, SC. Configured using ESRI Web AppBuilder.

Your Name

100



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )

**GRANT OF EASEMENT  
 AGREEMENT**

**THIS GRANT OF EASEMENT AGREEMENT** (the "Agreement") is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between STEFANIE MICHELLE NAGID, ("Grantor") and **Beaufort County** ("Grantee") and hereinafter referred to collectively as the "Parties".

**WHEREAS**, the Grantor is the current owner of fee simple title to the real property known as **R100 030 000 0268 0000** situated at **10 QUAIL RIDGE CIR S IN BEAUFORT COUNTY, SC** and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Grantee and Grantor desire to improve the stormwater drainage system to the benefit of the Property and the surrounding Beaufort County property owner's land, and to comply with its federally required MS4 permit; and

**WHEREAS**, the Parties desire to establish a perpetual non-exclusive easement for the purposes of the construction, operation, maintenance, and/or reconstruction of a stormwater drainage system.

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) or the benefit of the portion of improved drainage on Grantor's land and elsewhere, the Parties do hereby agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is 10 to 15 feet wide and is further identified on attached Exhibit "A" as a 15' Utility Easement along the east and southeastern property line.
3. Use of Easement Terms.
  - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
  - b. Grantor hereby grants to Grantee the Easement for the purpose of:
    - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
    - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
    - iii. Clearing and removing all brush and trees to a width necessary to improve the stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
  - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
  - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
  - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
  - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
  5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
  6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
  7. Authority. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
  8. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.



WITNESSES:

Grantor's Signature

(2) \_\_\_\_\_  
*(Signature of Witness #1)*

(1) \_\_\_\_\_  
 STEFANIE MICHELLE NAGID

(3) \_\_\_\_\_  
*(Signature of Witness #2 – the Notary Public)*

STATE OF \_\_\_\_\_ )  
 COUNTY \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that STEFANIE MICHELLE NAGID personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me  
 on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(4) \_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

WITNESSES:

Beaufort County "Grantee's" Signature

\_\_\_\_\_  
(Signature of Witness #1)By: \_\_\_\_\_  
David Wilhelm\_\_\_\_\_  
(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

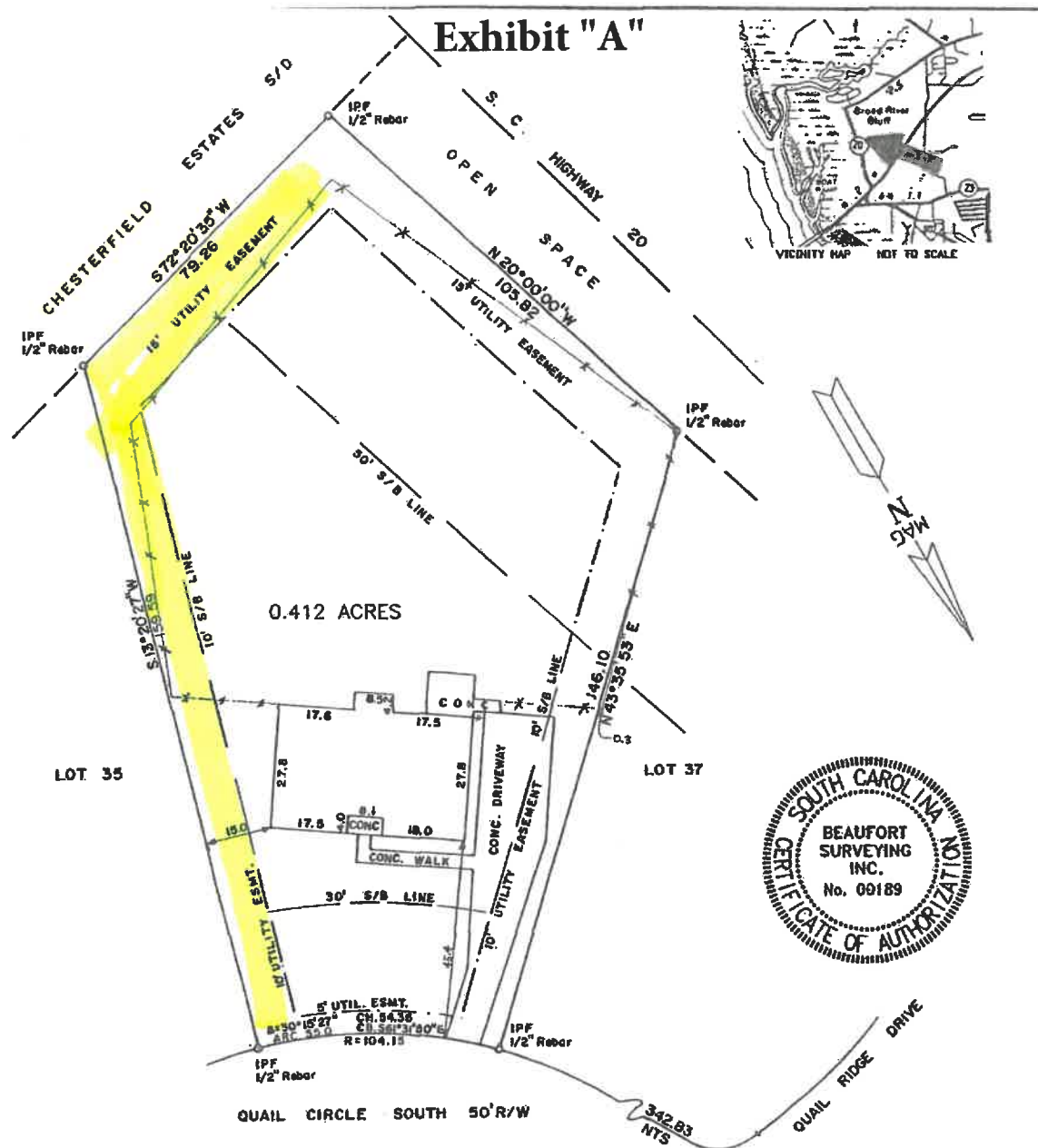
COUNTY OF BEAUFORT

)

I, the undersigned Notary Public, do hereby certify that David Wilhelm the Interim Public Works Director for Beaufort County personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

(4) \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



THE SAME BEING LOT 36, QUAIL RIDGE FARM SUBDIVISION AS SHOWN ON A PLAT BY R.D. TROGDON, JR. DATED MARCH 27, 1986 AND RECORDED IN THE OFFICE OF CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 33, PAGE 189.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS LOCATED IN ZONE C AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0065 D, DATED 9-29-86.

R100-030-000-0268-0000

0 15' 30' 60' 90'

SCALE 1" = 30'

AUGUST 13, 1998  
P7316/MMA

*David S. Youmans*  
DAVID S. YOUMANS RLS 9765  
BEAUFORT SURVEYING, INC.  
1925 DUKE STREET (PO BOX 1231)  
BEAUFORT, S.C. 29901  
PHONE (803) 524-3261 525-1175



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

|  |
|--|
| <b>ITEM TITLE:</b>   |
| AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD  |
| <b>MEETING NAME AND DATE:</b>  |
| Public Facilities & Safety Committee Meeting October 21, 2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure<br>(5 Minutes)  |
| <b>ITEM BACKGROUND:</b>  |
| The County paved Fish Haul Road as part of contract 44 in the 2013–2014 timeframe. Beaufort County obtained Right of Way Easements associated with the paving project, but formal instruments of ownership were not obtained from parcel R510 004 000 0410 0000 more specifically identified on attached exhibit “A”.              |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| The current property owners of parcel R510 004 000 0410 0000 have submitted a request to have the County bring this section of Fish Haul Road into the County Road Inventory. Beaufort County currently maintains the entire road and acceptance of the Right of Way conveyance would formalize the County’s interest in the road. |
| <b>FISCAL IMPACT:</b>  |
| None   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends acceptance of 50’ ROW from owner of parcel R510 004 000 0410 0000   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| Motion to approve/deny/amend an ordinance authorizing the county administrator to execute any and all documents necessary to accept right of way on Fish Haul Road.<br><b>Next Step – two readings and a public hearing from County Council</b>  |

**ORDINANCE 2024/\_\_\_\_\_****AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD**

**WHEREAS**, Beaufort County (“County”) paved Fish Haul Road as part of contract 44 in the 2013–2014 timeframe. The County obtained Right of Way Easements associated with the paving project, but formal instruments of ownership were not obtained from parcel R510 004 000 0410 0000 more specifically identified on attached exhibit “A”; and

**WHEREAS**, the current property owners of parcel R510 004 000 0410 0000 have submitted a request to have the County bring this section of Fish Haul Road into the County’s Road Inventory. Beaufort County currently maintains the entire road and acceptance of the Right of Way conveyance would formalize the County’s interest in the road.

**WHEREAS**, it is in the best interest of the Fish Haul Road community and the County to accept the property from the property owners to perfect the right of way.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council hereby authorizes the County Administrator to execute any and all documents necessary to accept conveyance of a 50’ wide Right of Way on the above referenced parcel on Fish Haul Road.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

(Exhibit "A")  
R510-004-0410  
Fish Haul Rd

Activity:  
Formalization of  
County Interest in  
County Maintained  
Road

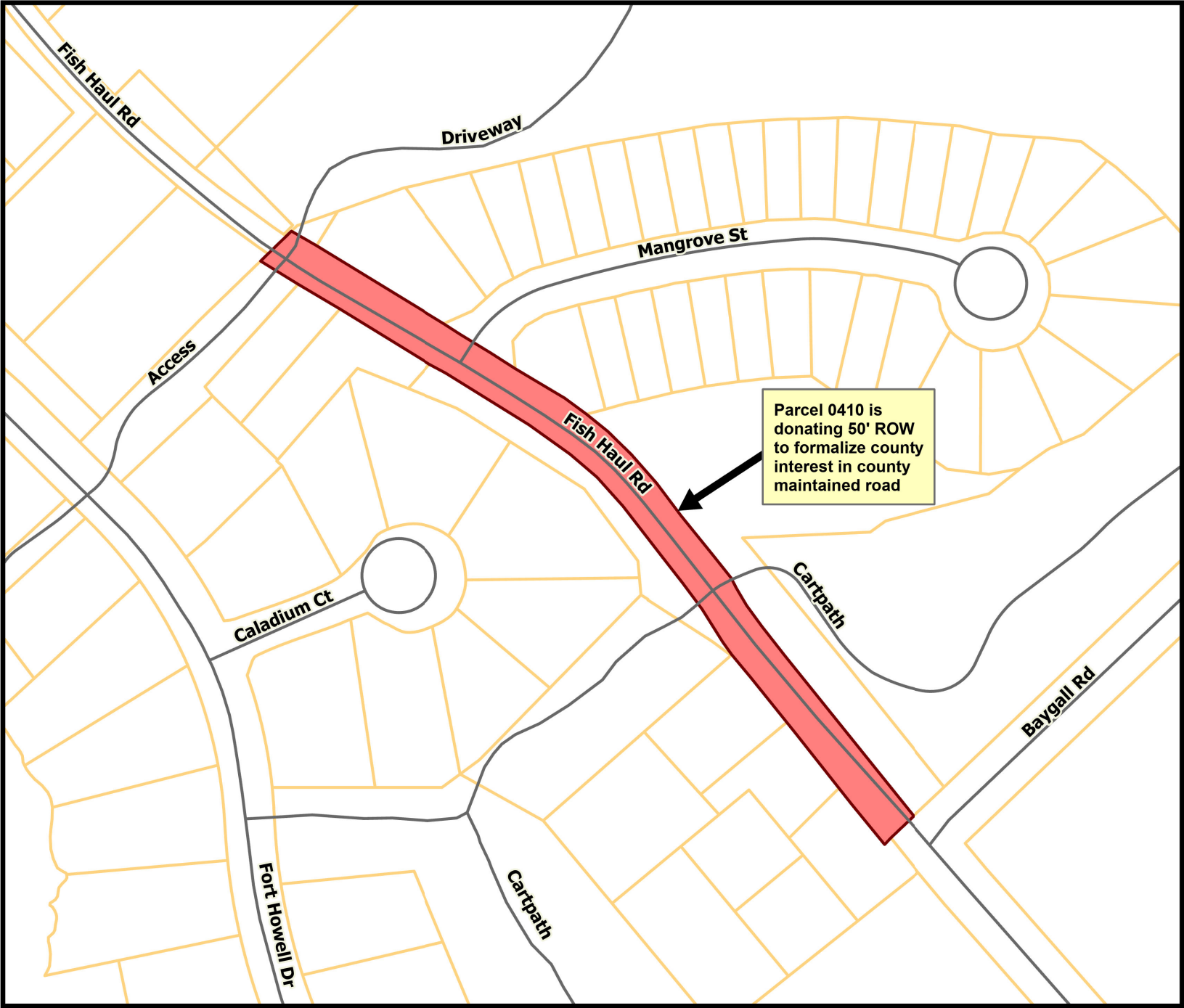
Township:  
Hilton Head  
Island

Legend

Parcel 0410

Parcels

Streets



1 inch = 168 feet

HELEN BACON HESTER

14 EAST STATE STREET  
SAVANNAH, GA 31401

181 BLUFFTON RD, SUITE C-104  
BLUFFTON, SC 29910

P.O. BOX 10105  
SAVANNAH, GA 31412-0305

PHONE 912.233.2251  
FAX 912.235.5464  
EMAIL [hhester@wswgs.com](mailto:hhester@wswgs.com)

May 20, 2024

Beaufort County Right of Way Manager  
104 Industrial Village Rd., Bldg 3  
Beaufort, SC 29906

Re: Road Acceptance Letter – Portion of Fish Haul Road, TMS# R510 004 000 0410 0000

Dear Sir/Madam:

This Firm represents Fish Haul Road Holdco, LLC which currently owns the portion of Fish Haul Road located in Beaufort County that is referenced above (the "Roadway"). I have enclosed a copy of the recorded quitclaim deed conveying the Roadway for reference. My client requests that the County accept the right of way for the Roadway and include it in the County's maintenance inventory. It appears that the County has already accepted the right of way for the remainder of Fish Haul Road.

A copy of my client's application is enclosed herein. Please let me know if you have any questions or if additional information is needed at this time.

Sincerely,

  
Helen Bacon Hester

Enclosures

BEAUFORT COUNTY, SOUTH CAROLINA  
ROAD ACCEPTANCE APPLICATION

Item 17.

TO: Patty Wilson  
Right of Way Manager  
Beaufort County

FROM: Property Owner(s) of portion of Fish Haul Road, TMS# R510 004 000 0410 0000, Beaufort, SC

DATE: May 20, 2024

We, the undersigned property owners with land adjoining the above referenced street/road, do hereby petition Beaufort County to accept this private road into the County Road System for scheduled maintenance and repair. We have read Beaufort County Policy Statements 15 and 17 and understand that:

1. This application will be presented to Beaufort County Council and if it is accepted we will be required to grant the County a 50' wide right-of-way, including the existing roadway **and** whatever additional land is required to assemble a 50' right-of-way, and existing or proposed drainage easements necessary for adequate drainage. By signing below, we hereby agree to do so.

2. By signing this petition, we are giving employees of Beaufort County permission to enter our property for the purpose of surveying the new right-of-way and any existing or proposed drainage easements.

3. One Hundred Percent (100%) of the owners of property which adjoins the right-of-way must sign this application in order for it to be presented to the Public Facilities Committee and County Council for consideration.

4. We understand that the road will be designated for public use.

Fish Haul Road Holdco, LLC c/o Helen Hester, Esq.

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
WSWGS, 14 East State Street  
Address \_\_\_\_\_  
Savannah, GA 31401  
City, State, Zip Code \_\_\_\_\_  
(912) 233-2251 / hhester@wswgs.com  
Day Time Phone Number/Email Address \_\_\_\_\_  
TMS# R510 004 000 0410 0000  
Lot or Parcel Number \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Day Time Phone Number/ Email Address \_\_\_\_\_  
Lot or Parcel Number \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Day Time Phone Number/Email Address \_\_\_\_\_  
Lot or Parcel Number \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Day Time Phone Number/Email Address \_\_\_\_\_  
Lot or Parcel Number \_\_\_\_\_

NOTE: Please return this application to:  
Right of Way Manager  
104 Industrial Village Rd, Building 3  
Beaufort SC 29906



**Return recorded document to:**

Helen Hester, Esq.  
Weiner, Shearouse, Weitz, Greenberg & Shawe  
181 Bluffton Road, Suite C-104  
Bluffton, South Carolina 29910

**STATE OF SOUTH CAROLINA**

**QUITCLAIM DEED**

**COUNTY OF BEAUFORT**

**KNOW ALL MEN BY THESE PRESENTS**, that **TORSOUTH CORPORATION** (hereinafter, the "Grantor"), in consideration of the sum of Ten and NO/100 Dollar (\$10.00), to it in hand paid at and before the sealing of these presents by **FISH HAUL ROAD HOLDCO, LLC** (hereinafter the "Grantee"), whose address is 14701 Phillips Hwy., Suite 300, Jacksonville, FL 32256, and no other consideration to the Grantor, has remised, released and forever quit claim unto the said Grantee, its successors and assigns the following described property, to-wit:

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, and being shown and designated as **FISH HAUL ROAD 50' R/W** on that certain plat entitled "A Subdivision Plat for The Estuary, A Portion of Fish Haul Road Area, Palmetto Hall Area", said plat, dated April 8, 2019, prepared by Michael R. Dunnigan, SCRLS No. 11905, Coastal Surveying Co., Inc., and recorded in Plat Book 153, Page 122, in the Office of the Register of Deeds for Beaufort County, South Carolina (the "Plat"). For a more particular description of said parcel, reference is made to said Plat of record.

This being a portion of the property conveyed to Torsouth Corporation by Deed from Village Park Homes, LLC dated May 25, 2018 and recorded June 5, 2018 in Book 3673, Page 1363, in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS #s: TMS # R510-004-000-0410-0000.

This deed was prepared by the law firm of Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP, 181 Bluffton Road, Suite C-104, Bluffton, South Carolina 29910 without benefit of title exam.

**TOGETHER** with all and singular, the rights, members, hereditament and appurtenances to the said premises belonging, or in anywise incident or appertaining thereto.

**TO HAVE AND TO HOLD**, all and singular, the said premises before mentioned unto the said Grantee, its successors and assigns free and clear of any claim or claims by the Grantor or any person claiming under or through it.

WITNESS Grantor's hand and seal, this 24 day of April, 2024.

**TORSOUTH CORPORATION**

BY: C. Shui

ITS: Treasurer

Signed, sealed and delivered in the presence of:


Mary T. Goldfuehl  
Signature of 1st Witness

[Signature]  
Signature of Notary Public / 2nd Witness

## ACKNOWLEDGMENT

I, Maria Belbas Parker the undersigned Notary Public do certify that  
Carolyn Oliver, Treasurer OF TORSOUTH  
CORPORATION personally appeared before me this day of and acknowledged the due execution of the foregoing  
instrument.

Witness my official seal this 24 day of April, 2024.

  
Notary Public for South Carolina  
Maria Belbaspar  
Commission Expiration Date: 5/30/2028

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

AFFIDAVIT OF TRUE CONSIDERATION AND  
CLAIM FOR EXEMPTION FROM RECORDING FEES

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is Fish Haul Road 50; R/W, Estuary S/D, BEAUFORT County, SC, being Tax Map Number # R510-0047-000-0410-0000, was transferred by TORSOUTH CORPORATION to FISH HAUL ROAD HOLDCO, LLC on April 24, 2024.
3. Check one of the following: The deed is
  - a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - c) ☒ exempt from the deed recording fee because (See Information section of Affidavit): CODE §12-24-40 (1) (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check: Yes ☐ or No ☐

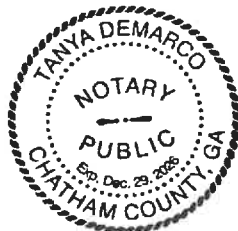
4. Check on of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
  - a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
  - b) ☐ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenant, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If a Yes, the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - a) Place the amount listed in item 4 above here: \$0.00
  - b) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here)
  - c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Managing Member of Transferor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

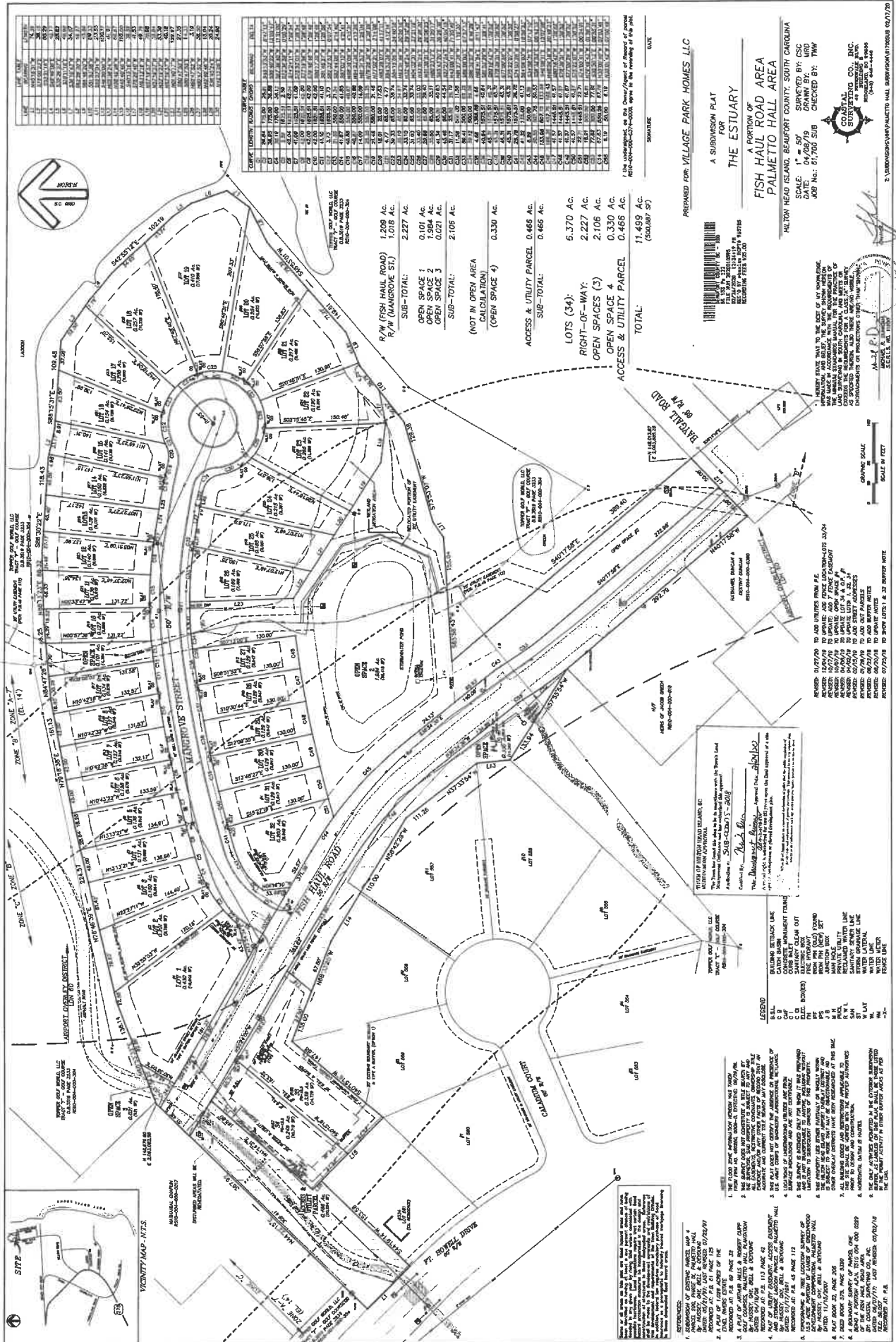
Helen Hester  
Helen Hester

Sworn to before me this 3rd day of  
May, 2024.

Tanya Demarco  
Notary for the State of Georgia,  
County of Chatham

My commission expires:







## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

|  |
|--|
| <b>ITEM TITLE:</b>   |
| An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island. (\$10,000)   |
| <b>MEETING NAME AND DATE:</b>  |
| Public Facilities & Safety Committee Meeting 10-21-2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure<br>(5 Minutes)  |
| <b>ITEM BACKGROUND:</b>  |
| County Council conditionally accepted Sheppard Road Extension from Duncan O' Quinn on January 27, 1997. Mr. O'Quinn met the conditions of acceptance by executing a deed and drainage easement to the County. The deed was never recorded, and Mr. O'Quinn had been paying taxes on parcel R200 011 000 0007 0000 until 2019 when he owed \$117.47 and the property went to tax sale. The property was purchased at tax Sale by Mr. Donald Middleton in October of 2020 for \$1,600. The Treasurer executed a deed to Mr. Middleton on January 12, 2022, recorded in Deed Book 4108 at Pages 1625-1627. Portions of Sheppard Road, Causey Way and Dock Builders Drive are included in Parcel R200 011 000 0007 0000 which have been identified as County Maintained roads. Mr. Middleton approached the Public Works director about purchasing the property. The legal department and Public Works director determined it was in the best interest of the County to have the property appraised to determine value. The appraised value of \$10,000 was offered to Mr. Middleton, who did not accept the offer. County Council approved Resolution 2024/31 authorizing the County Administrator to pursue condemnation. Mr. Middleton has decided to accept the \$10,000 offer so condemnation is no longer necessary. |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| Legal staff has requested this item go through the ordinance process prior to releasing funds to Mr. Middleton for acquisition of parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.  |
| <b>FISCAL IMPACT:</b>  |
| <i>Accepted offer of \$10,000 to be funded by 1000-30-1301-54400 with an available balance of \$10,000.</i>  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Approval to formalize Right of Way interests of parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| Motion to approve/deny/amend ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.  |
| <b>Next Step – three readings and a public hearing from County Council</b>   |

**ORDINANCE NO. 2024/**

**An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island**

**WHEREAS**, Beaufort County Council conditionally accepted Sheppard Road Extension from Duncan O' Quinn on January 27, 1997; and

**WHEREAS**, Mr. O'Quinn met the conditions of acceptance by executing a deed and drainage easement to the County. The deed was never recorded and Mr. O'Quinn had been paying taxes on parcel R200 011 000 0007 0000 until 2019 when he owed \$117.47 and the property went to tax sale; and

**WHEREAS**, the property was purchased at tax Sale by Mr. Donald Middleton in October of 2020 for \$1,600.00. The Treasurer executed a deed to Mr. Middleton on January 12, 2022 recorded in Deed Book 4108 at Pages 1625-1627; and

**WHEREAS**, Portions of Sheppard Road, Causey Way and Dock Builders Drive are included in Parcel R200 011 000 0007 0000 which have been identified as County Maintained roads; and

**WHEREAS**, Mr. Middleton approached the Public Works director about purchasing the property. The legal department and Public Works director determined it was in the best interest of the County to have the property appraised to determine value; and

**WHEREAS**, the appraised value of \$10,000 was offered to Mr. Middleton who did not accept the offer; and

**WHEREAS**, County Council approved Resolution 2024/31 authorizing the County Administrator to pursue condemnation on R200 011 000 0007 0000; and

**WHEREAS**, Mr. Middleton has now decided that he is willing to accept the \$10,000 offer for the named Right of Ways associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island, so condemnation is no longer necessary; and

**WHEREAS**, Beaufort County Council believes that it is in the best interest of its citizens to formalize the County's Right of Way interest in parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

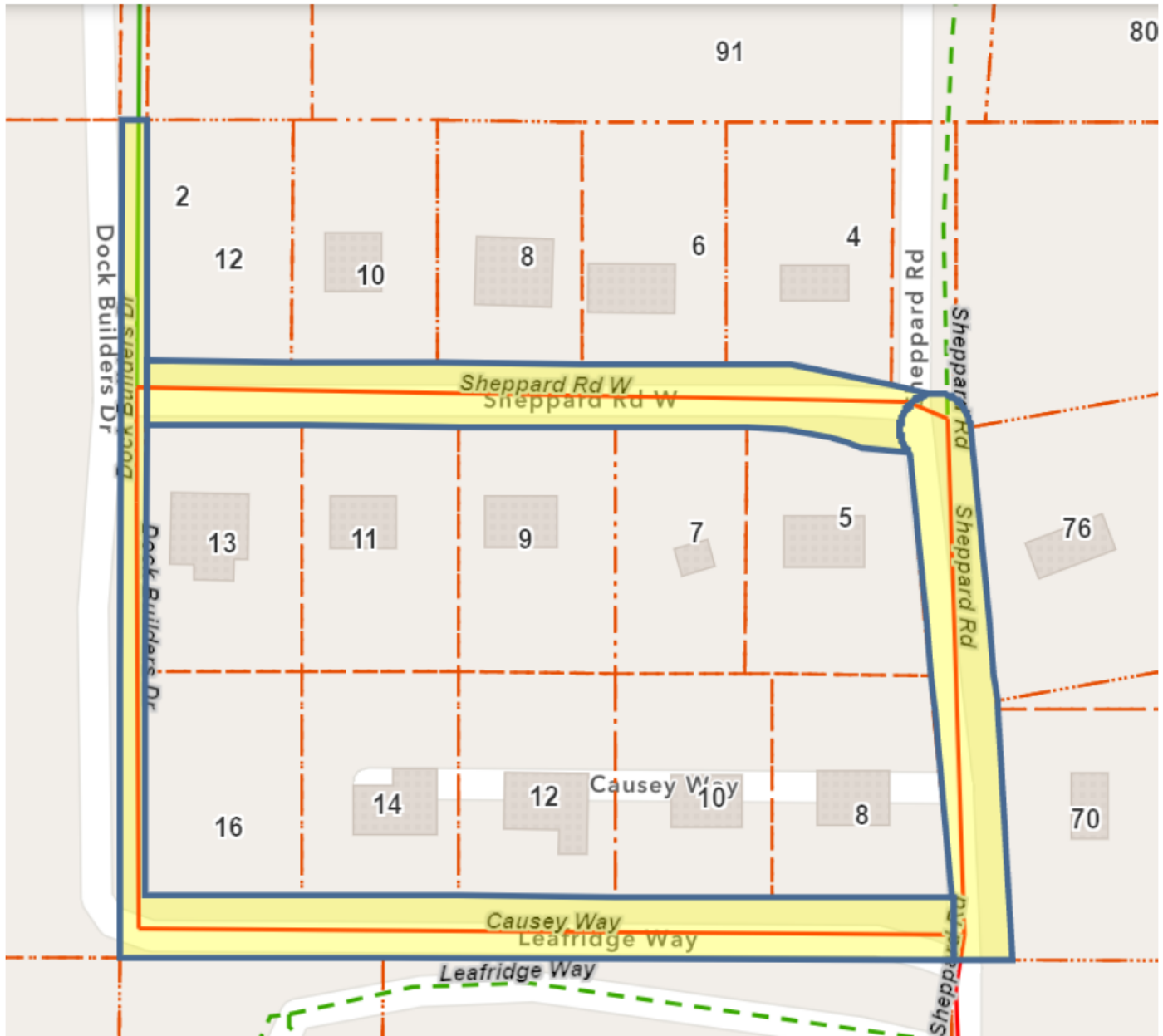
Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

**Parcel R200 011 000 0007 0000 Located on Lady's Island off Holly Hall RD**



The subject is the Causey Way R.O.W., a portion of the Sheppard Rd. R.O.W., and a portion of the Dock Builders Dr. R.O.W. as highlighted in yellow. These were previously dirt roads, but were paved sometime in 1997. There are no curbs, gutters or sidewalks.



**2302-03**

**ABBREVIATED APPRAISAL  
SUMMARY REPORT**

**OF**

**1.92 ACRE TRACT PAVED STREET RIGHT-OF-WAY  
SHEPPARD RD., CAUSEY WAY, DOCK BUILDERS DR.  
LADY'S ISLAND  
BEAUFORT, SC 29902**

**FOR**

**MR. NEIL DESAI  
PUBLIC WORKS DIRECTOR  
BEAUFORT COUNTY  
BEAUFORT, SC 29901  
[nilesh.desai@bcgov.net](mailto:nilesh.desai@bcgov.net)**

**EFFECTIVE DATE OF APPRAISAL  
AS OF: FEBRUARY 24, 2023**

**BY**

**GEORGE R. OWEN, MAI  
CERTIFIED GENERAL APPRAISER  
7 CLAIRE'S POINT RD.  
BEAUFORT, SC 29907**

**DATE REPORT ISSUED: MARCH 1, 2023**

March 1, 2023

**MR. NEIL DESAI**  
**PUBLIC WORKS DIRECTOR**  
**BEAUFORT COUNTY**  
**BEAUFORT, SC 29901**  
[nilesh.desai@bcgov.net](mailto:nilesh.desai@bcgov.net)

RE: Vacant Land - 1.92 acres, Street R.O.W., Beaufort, SC  
Parcel ID: R200 011 000 0007 0000

Dear Mr. Desai:

In accordance with your request, I have completed an appraisal of market value of the referenced property as of February 24, 2023 (the date of field inspection). To the best of my knowledge, this appraisal conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice adapted by the Appraisal Standards Board of the Appraisal Foundation. Market value is defined in the attached report.

I have utilized the sales comparison approach in estimating the value of the subject land as it exists today. The results produced by the analysis of the sales, listings for sale, and the market in general resulted in a final estimate of as-is market value of the fee simple interest as follows

|                                  |                 |
|----------------------------------|-----------------|
| <b>Value Estimate Rounded to</b> | <b>\$10,000</b> |
|----------------------------------|-----------------|

The 1.92 acre estimated area is the figure used for valuation, based on the Assessor's records. In the event that a subsequent survey reveals a land area which is significantly different, the appraiser reserves the right to amend the value conclusion.

Mr. Neil Desai

March 1, 2023

Page 2

The property included in the appraised value comprises land plus infrastructure only. No buildings, equipment or personal property are included.

Inspection of the subject property did not reveal any apparent or suspected environmental hazards. However, it must be recognized that the appraiser is not an expert in environmental matters; a qualified expert should be retained in the event that an environmental analysis is required. The subject property is located within a minimum risk flood hazard zone.

There is additional information regarding the subject property and the market, which is retained in the appraiser's work file, which is incorporated herein by reference. This report is made subject to the assumptions and limiting conditions summarized on the pages following the main text of the report.

I urge a careful reading of the appraisal report. My invoice for services rendered is sent separately. I appreciate this opportunity to be of service.

Sincerely,

George R. Owen, MAI  
Certified General Appraiser  
South Carolina License #5064

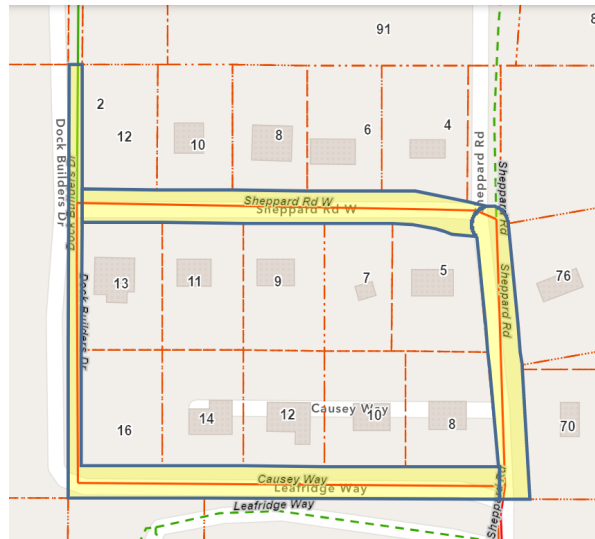
\*Electronically signed for e-mail transmission



## IDENTIFICATION OF PROPERTY

The property being appraised, hereinafter known as the subject property of this report, comprises a 1.92 acre tract comprising the paved street right-of-way shown on the reference Plat included below. The Assessor parcel ID for the subject is the following:

**R200 011 000 0007 0000.**



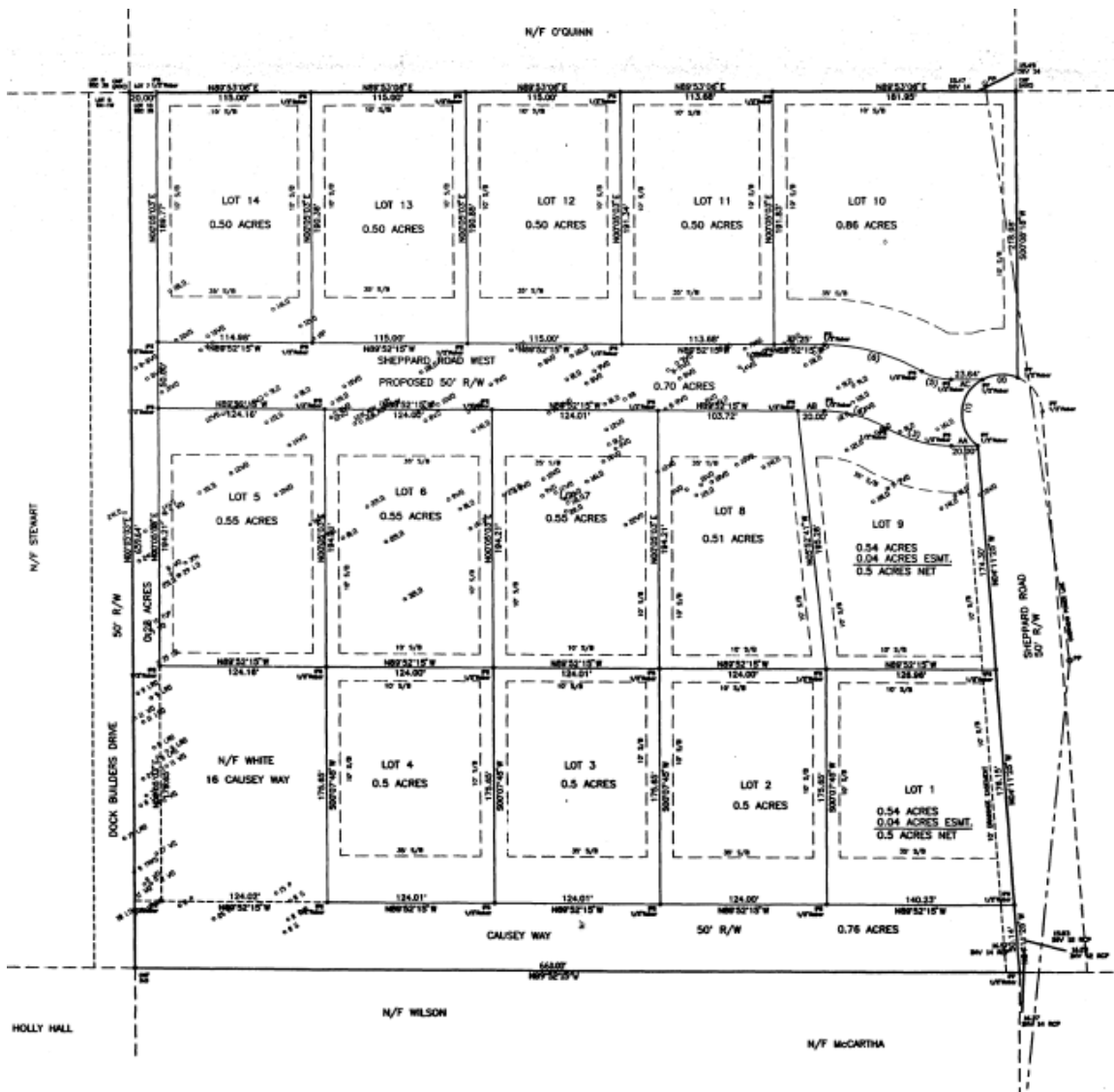
Subject photographs, legal description, site survey and other pertinent information are included in the body or Appendix of this report.

## LEGAL DESCRIPTION OF TRACT

All that certain piece, parcel or lot of land, situate, lying and being in McKee's Place Subdivision on Lady's Island, Beaufort County, South Carolina, consisting of a road buffer a portion of Sheppard Road, Sheppard Road West, and Causey Way as shown and designated on that certain plat prepared for Duncan O'Quinn by Davis S. Youmans, RLS, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 63 at Page 90.

This is the same lot of land sold at the delinquent tax sale of  
**October 5, 2020**, for delinquent **2019** taxes in the name of  
**O QUINN ROBERT DUNCAN III CAROL R JTROS**

**DMP: R200 011 000 0007 0000**



Recorded Plat

INTENDED USE /INTENDED USER OF THIS APPRAISAL

This appraisal is reportedly to be used by the client for evaluation of a possible acquisition from the private owner, Donald Middleton. The client/intended user of the report is the Beaufort County Public Works Dept., Beaufort, South Carolina.

### OWNER OF RECORD

The owner of record is Donald Middleton.

### PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate market value, as defined, as of February 24 2023, the date of latest field inspection. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under typical market conditions.

### PRIOR TRANSFER

The subject property's most recent meaningful prior transfer was by a tax sale on 1/12/2022 for a price of \$1,600. The Beaufort County Treasurer conveyed the property to Donald Middleton as recorded in Deed 4108/1625. A copy of the deed is contained in the Appendix.

### OWNERSHIP INTEREST APPRAISED

The property rights being appraised are fee simple. Fee simple is defined as "an absolute fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate."

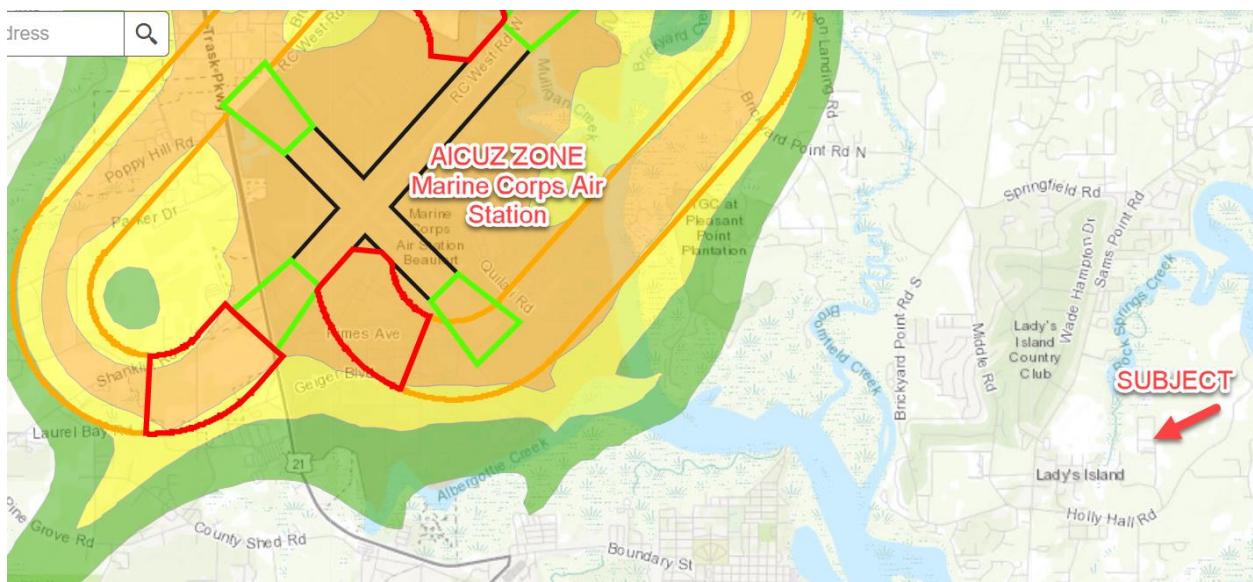
The above definition is from the Sixth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, Chicago.

## SCOPE OF THE APPRAISAL

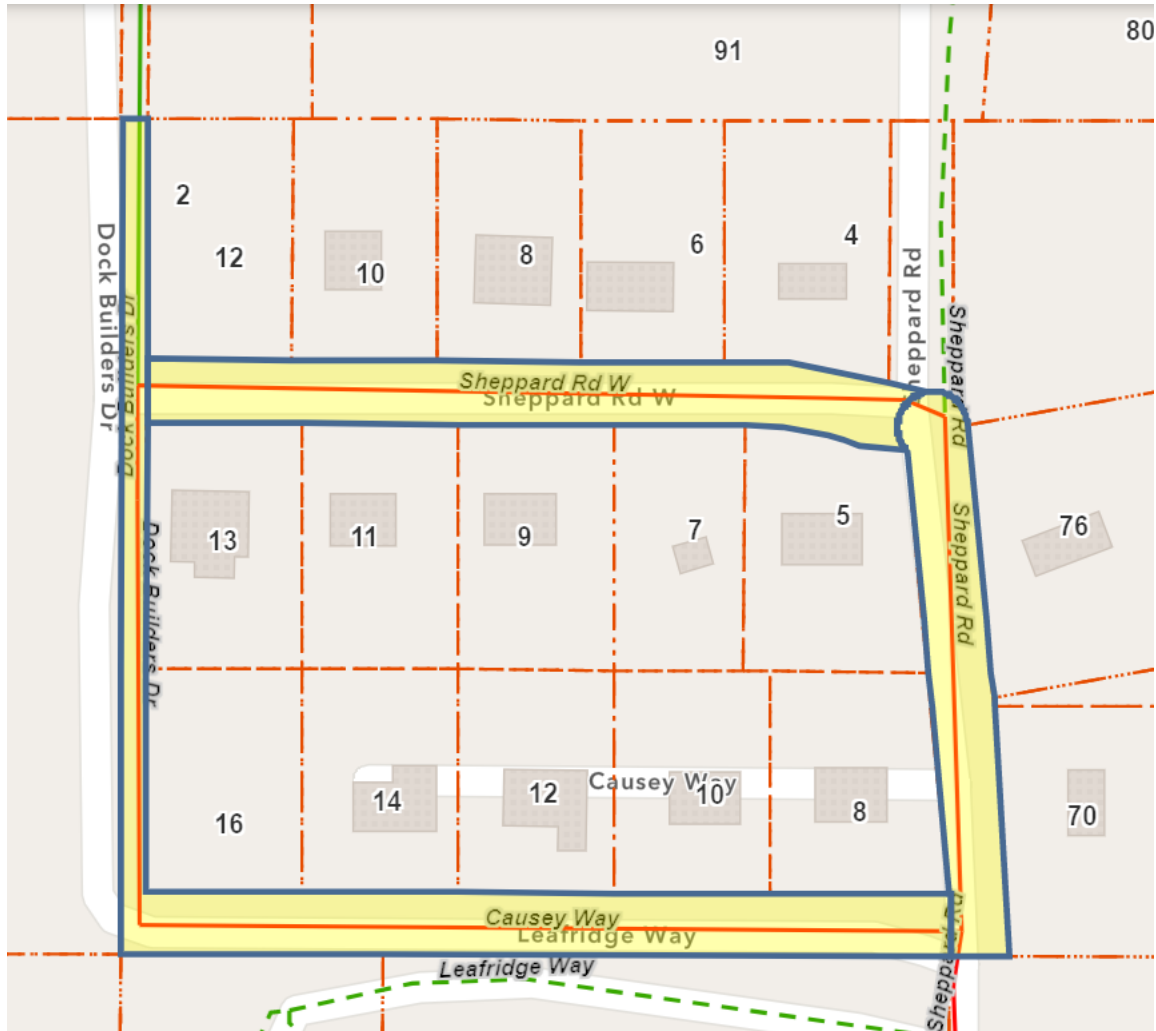
The scope of this appraisal focused upon the collection, confirmation and analysis of data to estimate market value for the subject property.

### NEIGHBORHOOD REMARKS

The general location of the property is the McKee's Place neighborhood, lying north of Holly Hall Road. The subject site is located in and around McKee's Place Subdivision. This small enclave of newer homes comprises modest neighborhood of 15 lots of about ½ acre in size improved with homes. Most of the homes were built in the late 1990's up to 2006. This area is somewhat out-of-the-way but it gives residents a desirable sense of quiet and privacy, away from heavily trafficked thoroughfares. Also the subject is not in the AICUZ Zone. The most recent resales of homes in the subdivision were at prices of \$320,000 to \$325,000.



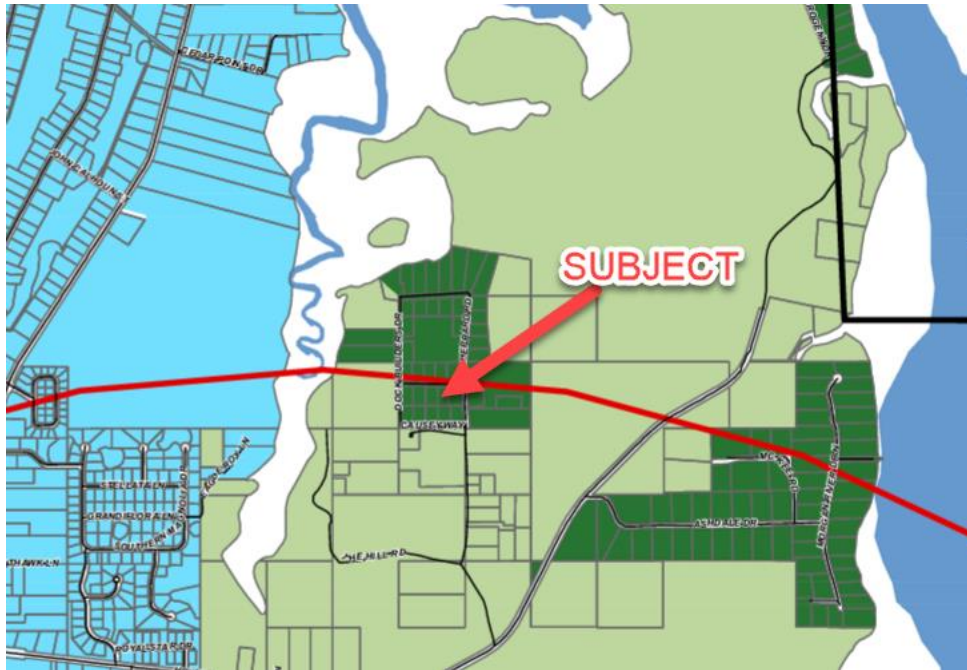
## PROPERTY DESCRIPTION




The subject is the Causey Way R.O.W., a portion of the Sheppard Rd. R.O.W., and a portion of the Dock Builders Dr. R.O.W. as highlighted in yellow. These were previously dirt roads, but were paved sometime in 1997. There are no curbs, gutters or sidewalks. The width of the R.O.W. is 50'. This right-of-way would not be considered practically buildable, and has utility only as streets. The lots in McKee Place are served by underground wiring.



Zoning Excerpt from County zoning map for Lady's Island shown below.



The County zoning map shows the zoning to be  T2 Rural Neighborhood [T2RN]

The 1.92 acre estimated area will be the figure used for valuation. In the event that a subsequent survey reveals a land area which is significantly different, the appraiser reserves the right to amend the value conclusion. Photos are shown in the Appendix.

### Municipal Services/Infrastructure

The site is currently served by City of Beaufort utilities including electricity (Dominion Energy) and water (BJWSA). Homes in area utilize septic tanks. Fire and police protection are provided by the City or County.

### Topography/Drainage

Topography of the site is essentially level and at or above road grade.

### Easements

There are overhead powerline easements bordering the site. This easements are judged not to have an adverse effect on value.

### HIGHEST AND BEST USE

Considering the practical considerations discussed above, the highest use of the subject appears to be to serve as streets for the McKee Place Subdivision. It is valued accordingly.

### VALUATION METHODOLOGY

The appraiser researched sales of land in the immediate and general area to form a basis of comparison and valuation (the direct sales comparison approach to value). The focus was on right-of-way purchases by the County or the City of Beaufort. The sales selected for analysis and comparison are presented below in spreadsheet form. The deed records and plats for each sale are retained in our files.

Table 1.

| <u>Sales Considered Pertinent to Valuation of Sheppard Rd. Tract</u> |                  |                  |              |                |                |   |
|--|------------------|------------------|--------------|----------------|----------------|---|
| <u>Rights-of-Way or small strips of land</u>                         |                  |                  |              |                |                |   |
| <u>Location</u>  | <u>Date sold</u> | <u>Deed Ref.</u> | <u>Price</u> | <u># acres</u> | <u>Pr/acre</u> | <u>Remarks</u>  |
| 1. New road off Lost Island Rd. to U.S. 21, Lady's Island            | 11/16/2022       | 4198/1983        | \$300        | 0.002          | \$150,000      | Graden Co. sold to Beaufort County, new road ties in with Airport Circle        |
| 2. adj. to 1307 Charles St.  | 12/4/2020        | 3942/2769        | \$10         | 0.12           | \$83           | Strip of land 30' wide by 131' deep City of B. to owner Laura Achurch           |
| 3. Kline Circle off Keans Neck Rd.                                   | 11/16/2022       | 4198/1972        | \$10         | 0.004155       | \$2,407        | Portion of R.O.W. of Kline Circle deeded by Hill family to Beaufort County      |
| 4. adj. to 2732 Depot Rd. and old train station                      | 12/22/2020       | 3950/2388        | \$10         | 0.03903        | \$256          | Quitclaim by BIV, LLC (Merritt Patterson) to City of Beaufort, strip 10' x 170' |
| 5. portion in West St. and Scott St. off Craven St.                  | 9/6/2022         | 4179/2759        | \$5          | 0.982          | \$5            | Quitclaim of portion of street R.O.W. in downtown Beaufort, SCDOT to C.O.B.     |
| 6. Bluffton Pkwy. At Flat Creek Drive and River Ridge Drive          | 8/19/2022        | 4175/809         | \$10         | 0.079          | \$127          | Strip of R.O.W. quitclaimed by Hampton Lake Comm. Assoc. to Beaufort County     |

Table 2.

| <u>Land Sales in Neighborhood of Subject</u> |                  |                  |              |                |                |   |
|--|------------------|------------------|--------------|----------------|----------------|---|
| <u>Location</u>                              | <u>Date sold</u> | <u>Deed Ref.</u> | <u>Price</u> | <u># acres</u> | <u>Pr/acre</u> | <u>Remarks</u>                                |
| 1. 35 Sheppard Rd. at The Hill Rd.           | 2/11/2021        | 3970/2401        | \$40,000     | 5.00           | \$8,000        | Heavily wooded tract, no direct road frontage |
| 2. 67 Holly Hall Rd.                         | 4/8/2022         | 4134/784         | \$100,000    | 8.06           | \$12,407       | Heavily wooded tract                          |
| 3. Roseida Rd. at Laurel Bay Rd.             | 4/28/2022        | 4140/2564        | \$125,000    | 21.29          | \$5,871        | 3-parcel assemblage of wooded land in Burton  |

### Discussion

The first table shows sales of rights-of-way or small strips of land to either the City or the County of Beaufort. The second table shows a few ordinary land sales conveyed at arms-length between buyer and seller. The 6<sup>th</sup> column in each table shows the price-per-acre for each selected sold property.

The sales in Table 1. show that small strips of R.O.W. are typically quitclaimed by the owner to the City or County for a nominal consideration of \$5 or \$10. The only anomaly in this table is Sale 1. In this case the price paid was based on the per-acre appraised value of the adjacent commercial acreage, located across the street from the WalMart complex.

In Table 2, Sales 1 and 3 might be considered inferior to the subject, whereas sale 2 would be considered locationally superior. A midpoint value would be, say, \$10,000 per acre for the subject 1.92 acre tract. No premium is added for the paving, since the County paid to pave the R.O.W.

But the subject, being a street right-of-way parcel, has far less utility than acreage tracts having a potential as new building sites. The only practical use of the subject is to remain a functioning paved street right-of-way serving the small McKee Place neighborhood. Accordingly, the subject was valued at a discount. Specifically, since it was concluded that a representative land price for acreage in this neighborhood is \$10,000 per acre, the

appraiser judges that a 50% discount is reasonable. The discount reflects the perceived limited utility of the site.

Accordingly, after due consideration of the market data presented, the appraiser has concluded an appropriate valuation of \$5,000 per acre for the subject. The value is therefore estimated as follows:

|   |                 |
|---|-----------------|
| <b>1.92 acres valued @ \$5,000 per acre =</b> | <b>\$9,600</b>  |
| <b>Reasonably rounded to</b>                  | <b>\$10,000</b> |

The date applicable to the valuation is February 24, 2023.

### ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is made under the assumption that title to the property is merchantable. Easements, restrictions, encroachments or other limitations upon value not mentioned in the report have not been considered.
2. Information regarding sales of comparable properties was obtained from reliable sources and is believed by the appraiser to be accurate. Reliability of such information cannot, however, be guaranteed.
3. Plats and other drawings, if included, are to assist the reader in visualizing the property, and while they are believed to be accurate, their correctness cannot be guaranteed.
4. Information concerning taxes and other financial data was supplied to the appraiser by others. It is believed to be reliable and accurate but cannot be guaranteed by the appraiser.
5. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.
7. Inherent in the approaches to value is the assumption that the property will enjoy prudent management, with appropriate financial strength and skills, and that information provided to the appraiser by the owners concerning financial projections are reasonably accurate. The appraiser assumes that existing tax legislation will remain the same as it is on the date of the appraisal unless changes are specifically discussed in the body of the report.
8. The value estimate includes all building improvements and land. Excluded are all inventory, spare parts, office equipment and furniture, and all other items considered to be personal property.

9. The appraisal assumes, for purposes of valuation, that all land is held in fee simple ownership, unencumbered. No leases or bond-financing arrangements were considered in value.

10. The appraiser is not required to testify or appear in court on matters discussed herein, unless subsequent agreement is made for such services.

11. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

1. That statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Appraisal Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
12. My license status is active in the State in which the subject property is located.

*George R. Owen*

---

George R. Owen, MAI  
Certified General Appraiser

Date: March 1, 2023



QUALIFICATIONS OF GEORGE R. OWEN, MAI  
REAL ESTATE APPRAISER AND CONSULTANT  
LICENSED/CERTIFIED GENERAL APPRAISER

Experience

Principal, George R. Owen, Certified General Appraiser, 7 Claire's Point Rd., Beaufort, SC 29907. Practicing in Beaufort since 2004. Previously 32 years experience in Memphis, Tennessee. Assignments have included appraisals for mortgage loan purposes, appraisals for court testimony, condemnation appraisals, and appraisals for a large variety of institutional, individual and corporate clients. My practice excludes single family residential. I am currently licensed in South Carolina.

Types of properties appraised include:

Shopping Centers  
 Commercial Fast-food Operations  
 Service Stations/Convenience Stores  
 Warehouses/Industrials  
 Service/Showroom  
 Office Buildings

Large & Small Apartment Projects  
 Downtown Rehab Projects  
 Truck Terminals  
 Carwashes

Nursing Homes/Congregate Care  
 Subsidized Housing  
 Vacant Land  
 Subdivisions  
 Heavy and Light Industrials  
 Savings & Loan Institutions

Bank Properties  
 Mobile Home Parks  
 Condemnations, partial takings, etc.  
 Church Properties

Appraisal clients served include:

Corporate

Anheuser-Busch  
 AutoZone, Inc.  
 Bemis Corporation  
 Burger King  
 Care Inns, Inc  
 Cargill, Inc  
 Clopay Corporation  
 Digital Equipment Company  
 Exxon Corporation  
 Graceland/Elvis Presley Enterprises  
 Holiday Inns  
 JiffyLube Corporation  
 Krispy Kreme Division,  
 Beatrice Foods Corporation  
 Kemmons Wilson, Inc  
 Loeb Properties  
 McDonald's Corporation  
 Railroad  
 Ralston-Purina Corporation  
 Sanyo Corporation  
 SPL Corporation  
 Sprint Petroleum

Banks

Bank of America  
 South Carolina Bank & Trust  
 Lowcountry National Bank  
 Wachovia Bank  
 First Commercial Bank  
 First Tennessee Bank  
 Financial Federal Savings Bank  
 Bank of America (Atlanta)  
 Regionsbank  
 National Bank of Commerce  
 NationsBank  
 Nat. City Bank, St. Louis, MO  
 Woodlands Bank  
 Palmetto Federal Bank  
 Ameris Bank  
 Sunburst Bank  
 SunTrust Bank (Nashville)  
 Third National Bank (Nashville)  
 Islands Community Bank  
 Union Planters National Bank  
 Huntington Bank, Cleveland, OH  
 BankOne (New Orleans)  
 BB&T

George R Owen, MAI

Page 2

Developers/Entrepreneurs

Alco Properties  
 Aldrich Investment Company  
 303 Associates  
 Ampco, Inc.  
 Belz Enterprises  
 Boyle Investment Company  
 Culp & Assoc., Knoxville, TN  
 Fogelman Companies  
 H. Lance Forsdick Properties  
 Henry Turley Company  
 Jetero Properties  
 Joyner, Heard & Jones  
 Kemmons Wilson Companies  
 Loeb Enterprises  
 McCullar Realty

## Receiver

McNeil Investment Co

## County

Patterson Construction

Patton & Taylor

Peck Industries  
 Syncorp  
 Tesco Development  
 Trammell Crow Companies  
 Trezevant Properties  
 Gibson Builders

Institutional

West TN Business College  
 Rhodes College  
 Grace - St. Luke's Episcopal Church  
 The Trust for Public Land

Law Firms

Burch, Porter & Johnson  
 Hardison, McCarroll, Cook & Cannon  
 Heiskell, Donelson, Bearman, Adams  
 Williams & Kirsch  
 Lawler, Humphreys, Dunlap & Wellford  
 Stokes, Kimbrough, Grusin & Kiser  
 Blanchard Tual, Attorney  
 Waring Cox Attorneys  
 Harvey & Battey, Attorneys  
 Julian S. Levin, Attorney

Governmental

City of Beaufort, SC  
 City of Germantown, TN  
  
 City of Memphis/ R.O.W. Dept  
 Federal Deposit Ins. Corp .  
 Federal Sav. & Loan Ins. Corp  
 Resolution Trust Corporation  
 Memphis Light, Gas & Water  
 Shelby County R.O.W. Dept  
 State of TN R.O.W. Dept  
 U. S. Postal Service  
 Veterans Administration  
 Tennessee Valley Authority  
 U.S. Department of the Navy  
 U.S. Federal

Beaufort

Loan Underwriting

Connecticut General Life Ins  
 Federal National Mtg. Association  
 F.M. Crump & Co.  
 Holliday, Fenoglio & Tyler  
 The Latham Company  
 Lexington Properties  
 Mortgage Guaranty Ins. Corp  
 Ward & Company  
 Washington National Ins. Co.  
 Fogelman-Beaty Mortgage Co.  
 The Money Store

Insurance Companies

Capital Holding Company  
 Connecticut General Life Insurance  
 Delta Life & Annuity  
 Mutual of New York - Real Estate  
 Ohio National Life Insurance Co  
 Jefferson Pilot Life Insurance Co  
 Southern Farm Bureau Insurance  
 Washington National Insurance  
 Safeco Life Insurance Company  
 Protective Life Corporation  
 Pacific Mutual Life Insurance Co.  
 Farm Bureau Life Insurance Co.

Page 3

Organizations

MAI, Member of Appraisal Institute \*Currently Certified (Certif. No. 6189)  
Past President, Memphis Chapter #51, Appraisal Institute.

Licenses

SC: Certified General Appraiser (No. 5064) Certified through 6/30/2024

Education

Master of Business Administration, 1971, University of Virginia  
Master of Science, 1966, Rice University  
Bachelor of Science, 1964, Vanderbilt University  
Recertification Program of Appraisal Institute –Certified through 12/31/2022  
Lifetime commitment to continuing education at local universities

Additional Assignments (partial list)

Residence Inn, Spartanburg, SC; Ramada Inn, Rock Hill, SC  
Holiday Inns, Grenada, MS; Frankfort, KY; Franklin, TN  
Lagniappe Inns, Cincinnati, OH; Columbus, OH; Nashville, TN  
La Quinta Inns, Nashville, TN; Lexington, KY; other locations in GA, TX, and OK  
Potential development property, Back Bay, Biloxi, MS  
Automobile Dealerships, Vicksburg, MS; Jackson, TN  
Condominium feasibility study, Indianapolis, IN  
Limited condominium feasibility study, Birmingham, AL  
Apartment Project, Birmingham, AL  
Old English Inn; West Tennessee Business College; Jackson, TN  
Industrial Plants, various towns in west Tennessee, north Mississippi, Arkansas, South Carolina  
Louisville Freezer/American Cold Storage, Louisville, KY  
Haygood Truck & Trailer Parts, Chattanooga TN & Birmingham, AL

Contact Information

**George R. Owen, MAI**  
**7 Claire's Point Rd.**  
**Beaufort, SC 29907**  
**Cell 843 271 2481**  
**E-mail: [georgeowen84@gmail.com](mailto:georgeowen84@gmail.com)**

Last Updated 4/2/2022

**PHOTOGRAPHS – views of the R.O.W.**











**Typical home in McKee Place**



3/15

RECORDED  
2022 Apr -21 08:27 AM  
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD  
BK 4108 Pgs 1625-1627  
FILE NUM 2022005122  
01/25/2022 01:23:59 PM  
REC'D BY Fienkins RCPT# 1074272  
RECORDING FEES: \$15.00  
County Tax \$2.20  
State Tax \$5.20

THE STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

TAX TITLE BY THE TREASURER

NOT WARRANTY TITLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the provisions of Title 12, Chapter 51, Section 10 through 170 of the South Carolina Code, 1976, as amended, entitled "Alternate procedure for Collection of Property Taxes" duly enacted by the General Assembly of the State of South Carolina, provide an additional method and procedure for the collection of delinquent property taxes, penalties and costs due to counties and other political subdivisions of the State; and

WHEREAS, the provisions of the aforesaid Title 12, Chapter 51, Sections 10 through 170, authorize the levy by distress and sale of so much of the defaulting taxpayer's estate, real, or personal, or both, as may be sufficient to satisfy the taxes, penalties and costs of sale of property following proper advertisement of the property for sale; and

WHEREAS, I, MARIA WALLS, TREASURER OF BEAUFORT COUNTY, pursuant to the authority of the aforesaid provisions and amendments thereto, issued a warrant or execution in duplicate against O QUINN ROBERT DUNCAN III CAROL R JTROS, a defaulting taxpayer of said Beaufort County, to levy by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both as may be sufficient to satisfy the 2019 taxes and costs in the amount of \$117.47 and

WHEREAS, by virtue of said warrant or execution, Kimberly S. Chesney (authorized officer) did on June 3, 2020, mail a notice of tax delinquency under cover of certified mail, restricted delivery, return receipt to said delinquent taxpayer and this notice was not received; and

WHEREAS, (in the event the certified mail notice was undelivered) the authorized officer directed to collect delinquent taxes, penalties and costs did on August 5, 2020 take exclusive possession of the property against which such taxes were assessed by posting a notice at one or more conspicuous places on the property hereinafter described, reading "seized by The Beaufort County Treasurer to be sold for delinquent taxes"; and

WHEREAS, The Beaufort County Treasurer did thereafter properly advertise for sale once a week for three successive weeks for sale in September 2020; and

WHEREAS, upon the failure of the delinquent taxpayer, or anyone acting in his behalf, to pay the taxes, penalties and costs, the property described hereinafter was duly sold at public auction on the sales day of the month of October in the year 2020 during the usual hours of sale, to DONALD MIDDLETON, the purchaser and the highest bidder at such sale for the sum of \$1,600.00 and furnished the purchaser a receipt for such purchase money and annexed such receipt to the duplicate warrant for the endorsement thereon of his actions thereunder; and

WHEREAS, under cover of certified mail, restricted delivery, return receipt, Kimberly S. Chesney, Tax Collector, did on September 3, 2021, mail a notice addressed O QUINN ROBERT

ADD DMP Record 4/20/2022 09:40:04 AM  
BEAUFORT COUNTY TAX MAP REFERENCE

| Dist | Map | SMap | Parcel | Block | Weak |
|------|-----|------|--------|-------|------|
| R200 | 011 | 000  | 0007   | 0000  | 00   |

Book4108/Page1625 CFN#2022005122

**DUNCAN III CAROL R JTROS** that the property described on the notice had been sold for taxes and advising said owner if not redeemed by paying taxes, penalties and costs in the amount of **\$677.18** on or before **October 6, 2021**, a tax title would be issued to the successful purchaser at the tax sale; and was not redeemed; and

WHEREAS, twelve months have elapsed since the date of the sale for delinquent taxes, and the said **O QUINN ROBERT DUNCAN III CAROL R JTROS** or other parties interested after due notice have failed to redeem said property so sold.

NOW THEREFORE, I, **MARIA WALLS**, TREASURER OF THE COUNTY OF BEAUFORT, in consideration of the premises, and the sum of **\$1,600.00** to me by the said **DONALD MIDDLETON** have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **DONALD MIDDLETON**

All that certain piece, parcel or lot of land, situate, lying and being in McKee's Place Subdivision on Lady's Island, Beaufort County, South Carolina, consisting of a road buffer a portion of Sheppard Road, Sheppard Road West, and Causey Way as shown and designated on that certain plat prepared for Duncan O'Quinn by Davis S. Youmans, RLS, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 63 at Page 90.

This is the same lot of land sold at the delinquent tax sale of **October 5, 2020**, for delinquent **2019** taxes in the name of **O QUINN ROBERT DUNCAN III CAROL R JTROS**


DMP: **R200 011 000 0007 0000**

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises hereby granted, and with the appurtenances, unto the said **DONALD MIDDLETON** his Heirs and Assigns forever, according the form, force and effect of the laws and usages of the State of South Carolina, in such cases made provided.



2/23/23, 12:46 PM Beaufort County, South Carolina

 Beaufort County, South Carolina generated on 2/23/2023 12:46:13 PM EST

| Property ID (PIN)      | Alternate ID (AIN) | Parcel Address | Data refreshed as of | Assess Year | Pay Year |
|------------------------|--------------------|----------------|----------------------|-------------|----------|
| R200 011 000 0007 0000 | 00259053           |                | 2/17/2023            | 2023        | 2022     |

**Current Parcel Information**

|                   |  |                     |                          |
|-------------------|--|---------------------|--------------------------|
| Owner             | MIDDLETON DONALD   | Property Class Code | TCUVac Highway&StreetROW |
| Owner Address     | 9 RUIGRACK RD<br>BEAUFORT SC 29906   | Acreage             | 1.9200                   |
| Legal Description | BUFFER/RD R/WS MCKEE'S PLACE S/D PB63 P90 *SPLIT 3/98 0.50 AC 11/124 FKA LT 10 SEC 35 1N1W<br>#B56P192 SPLIT 2/99 7.42 AC 11/127-140 |                     |                          |

**Historic Information**

| Tax Year | Land    | Building | Market  | Taxes   | Payment  |
|----------|---------|----------|---------|---------|----------|
| 2022     | \$1,000 |          | \$1,000 | \$16.47 | \$18.12  |
| 2021     | \$1,000 |          | \$1,000 | \$15.96 | \$118.35 |
| 2020     | \$1,000 |          | \$1,000 | \$15.40 | \$15.40  |
| 2019     | \$1,000 |          | \$1,000 | \$15.19 | \$117.47 |
| 2018     | \$1,000 |          | \$1,000 | \$14.42 | \$14.42  |
| 2017     | \$1,000 |          | \$1,000 | \$15.00 | \$15.00  |
| 2016     | \$1,000 |          | \$1,000 | \$14.67 | \$14.67  |
| 2015     | \$1,000 |          | \$1,000 | \$14.01 | \$41.01  |
| 2014     | \$1,000 |          | \$1,000 | \$13.82 | \$13.82  |
| 2013     | \$1,000 |          | \$1,000 | \$13.36 | \$13.36  |

**Sales Disclosure**

| Grantor                              | Book & Page | Date       | Deed | Vacant | Sale Price |
|--------------------------------------|-------------|------------|------|--------|------------|
| O'QUINN ROBERT DUNCAN III CAROL R JT | 4108 1625   | 1/12/2022  | De   |        | \$1,600    |
| SHEPPARD EMILY                       | 880 1637    | 8/5/1996   | Fu   |        | \$60,000   |
| SHEPPARD EMILY                       | 359 160     | 11/1/1982  | Fu   |        | \$0        |
|                                      |             | 12/31/1776 | Or   |        | \$0        |

**Improvements**

| Building   | Type | Use Code Description | Constructed Year | Stories | Rooms | Square Footage | Improvement Size |
|--|------|----------------------|------------------|---------|-------|----------------|------------------|
| <a href="http://sc-beaufort-county.governmentmax.com/bvclagency/sc-beaufort-county/tah_summary_report.asp?PrintView=True&amp;_nm=tah_report&amp;t_wc=revn&amp;jid%3D25...">sc-beaufort-county.governmentmax.com/bvclagency/sc-beaufort-county/tah_summary_report.asp?PrintView=True&amp;_nm=tah_report&amp;t_wc=revn&amp;jid%3D25...</a> |      |                      |                  |         |       |                |                  |



## Beaufort County Council Statement of Conflict of Interest Pursuant to South Carolina Code of Laws § 8-13-700

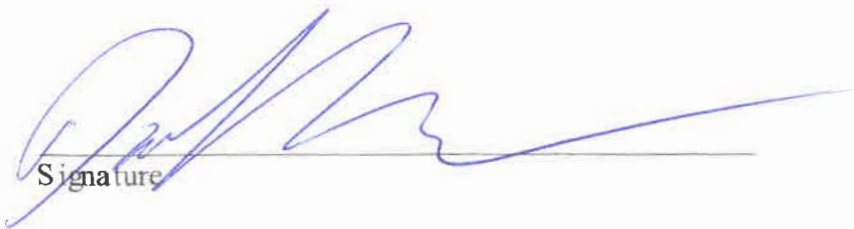
I, David Bartholomew, holding the position as a Beaufort County Council Member, do hereby declare my potential conflict of interest with regards to the below information:

1. Describe the matter pending before County Council with which you may have a conflict of interest: Item 18 on the County Council Agenda for 10/28/2024

2. Describe the interest that you have that may give rise to the conflict: provided legal advice to Mr. Middleton about this item.

Based upon the above information, I hereby recues myself from participating in any discussions of or taking official action relating to said matter.

Signed this 28 day of October, 2024.

  
Signature



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 19.

### ITEM TITLE:

Recommend Approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of the real property located at 247 Robert Smalls Parkway. (*Fair Market Value to be added*)

### MEETING NAME AND DATE:

Public Facilities and Land Use Committee – October 21, 2024

### PRESENTER INFORMATION:

Hank Amundson (5 mins)

### ITEM BACKGROUND:

Due to the sale of the properties located on King & Wilmington Streets in Beaufort to promote affordable housing, the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control must be relocated.

At the February 27, 2023 County Council meeting, approval was given to the County Administrator to purchase property at 1505 Salem Road in an amount not to exceed \$4,500,000. The negotiation of agreeable purchasing terms proved to be more difficult than expected. An alternate site was located, however this site also fell through prior to 3<sup>rd</sup> reading and adoption, which was scheduled for April of 2024.

### PROJECT / ITEM NARRATIVE:

Staff has identified 247 Robert Smalls Parkway as well situated and an attainable location for , the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control. This property acquisition is proposed to be funded with ARPA funds. The relocation of the Health Department is an allowable public health ARPA expense. Legal will draft a contract for purchase pending Council's Final Approval.

### FISCAL IMPACT:

The funding for the purchase of the Property will come from the American Rescue Plan Act (ARPA) funds comprising of (*Fair Market Value to be added*) plus closing costs. (Account #2330-40-0000-54300). Current account balance in the account is \$3,000,000.

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway in the amount of (\$*Fair Market Value to be added*).

### OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway.

**Next Step:** Move forward to County Council to approve an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway.



**ORDINANCE 2024/\_\_\_\_\_**

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

**WHEREAS**, Beaufort County Council and Beaufort County (“County”) is a body politic and political subdivision of the State of South Carolina; and

**WHEREAS**, under SC Code Ann. Section 4-9-25 and 4-9-30, the County is empowered to act in the interests of public safety and in matters involving the health and welfare of its citizens, and may acquire real property; and

**WHEREAS**, under SC Code Ann. Section 44-1-20, South Carolina Department of Health and Environmental Control (SCDHEC) is overseen by the S.C. Board of Health and Environmental Control who is empowered to make, adopt, and enforce reasonable rules and regulations for the promotion of public health; and

**WHEREAS**, in support of SCDHEC’s promotion of public health, the County provides SCDHEC with the operational facilities to serve the citizens of Beaufort County and in the near future the current facility will no longer be available for occupancy; and

**WHEREAS**, the County has identified the real property located at 247 Robert Smalls Parkway in Beaufort, SC 29906 identified with TMS No. R122 029 000 0280 0000, hereinafter referred to as the “Property”, as the best available option for a new facility for SCDHEC to occupy; and

**WHEREAS**, the Property will serve as the Beaufort County SCDHEC facility until such time that it is determined as no longer adequate or necessary to further the goal of promoting the health and welfare of Beaufort County citizens; and

**WHEREAS**, the County has offered a purchase price of \$(*fair market value to be added*) plus closing cost, based on a recent appraisal conducted by the County; and

**WHEREAS**, the funding for the purchase of the Property will be from the American Rescue Plan Act funds allocated to Public Health; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property for the reasons stated above.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway as described above.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

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



**FOR SALE**

Item 19.



**247 ROBERT SMALLS PARKWAY**

**VM** | REAL ESTATE

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



**CONTACT**

**VONNIE MAJEWSKI**

843.338.1799

[vonnie@vmrealestate.com](mailto:vonnie@vmrealestate.com)

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# PROPERTY OVERVIEW

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



## OFFERING SUMMARY

|              |                |
|--------------|----------------|
| Sale Price:  | \$2,790,000    |
| Building SF: | 13,950 SF +/-  |
| Acreage:     | 1.75 Acres +/- |
| Zoning:      | C5RCMU         |
| Market:      | Beaufort       |

## PROPERTY HIGHLIGHTS

- Freestanding 13,950 SF Retail / Flex Building on 1.75 Acres
- Prominent Visibility to High Traffic Counts on Hwy 170
- Large Fenced Yard Behind Building
- Dock High Loading
- High Ceilings

## PROPERTY OVERVIEW

13,950 sf retail / flex building, situated on 1.75 acres on Highway 170, in Beaufort's main retail corridor. Built in 1996 and enlarged and renovated in 2014. The building is sprinklered and is currently configured with a large showroom, 2,000 sf +/- of warehouse with loading dock and 12x12 roll up door, two restrooms, an office and a break/file room. Large retail windows across the front of the building and high ceilings throughout. The property has a large fenced area in the back and a dedicated monument on Highway 170. Zoning allows for most commercial uses. Seller may consider leasing to the right tenant.

## LOCATION OVERVIEW

Located on Highway 170 in the center of Beaufort's main retail corridor. The property is surrounded by major retailers including Lowes, Publix, Harbor Freight, Sherwin Williams, Belks and Walmart to name a few, and dozens of national brand restaurants, banks and car dealerships. Beaufort is experiencing tremendous growth and the property is well situated to draw from the entire Beaufort county market. The property is about 40 minutes from Hilton Head and just under 90 minutes from Charleston. Demographics confirm nearly 50,000 residents within a five mile radius with average household incomes of over \$103,000. Beaufort also receives millions of visitors each year. High traffic with 2023 Traffic counts of approximately 21,000 vpd passing the property.

VONNIE MAJEWSKI

843.338.1799

vonnies@vmrealestate.com

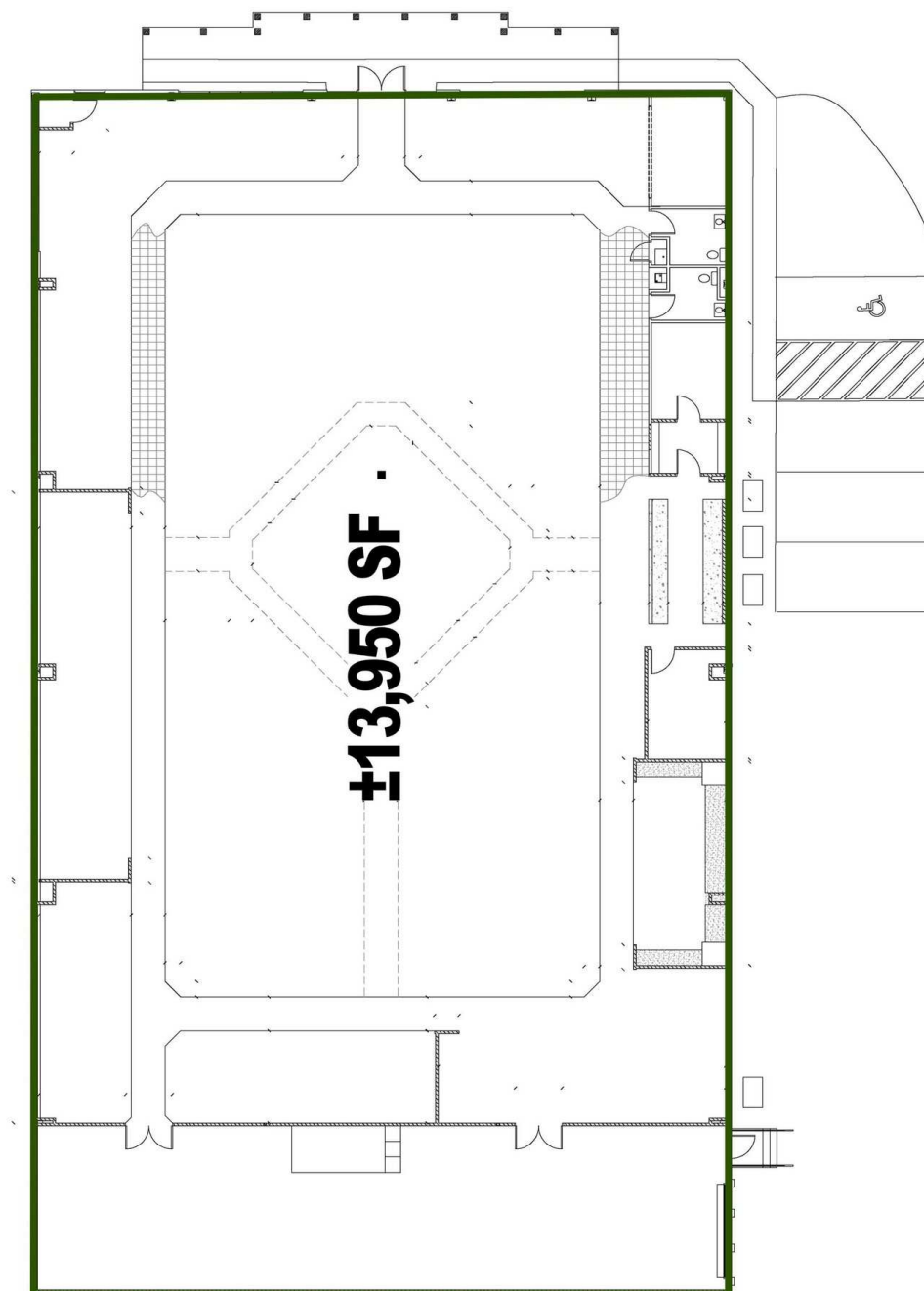


FOR SALE

Item 19.

# FLOOR PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnies@vmrealestate.com

VM REAL ESTATE | 843.338.1799 | 39 PEARCE RD. BLUFFTON, SC 29910 | VMREALESTATE.COM

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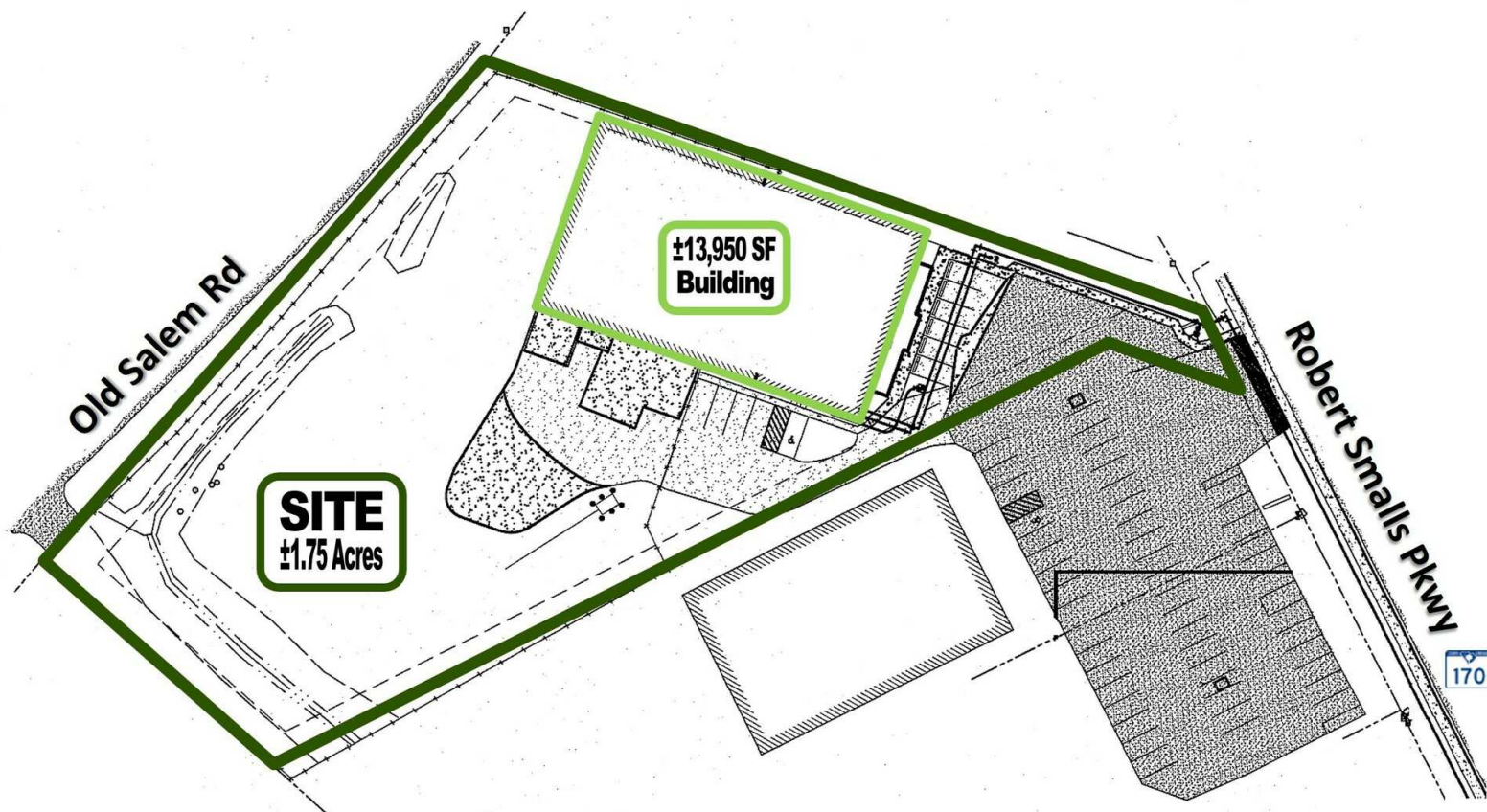


FOR SALE

Item 19.

# SITE PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

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vonnies@vmrealestate.com

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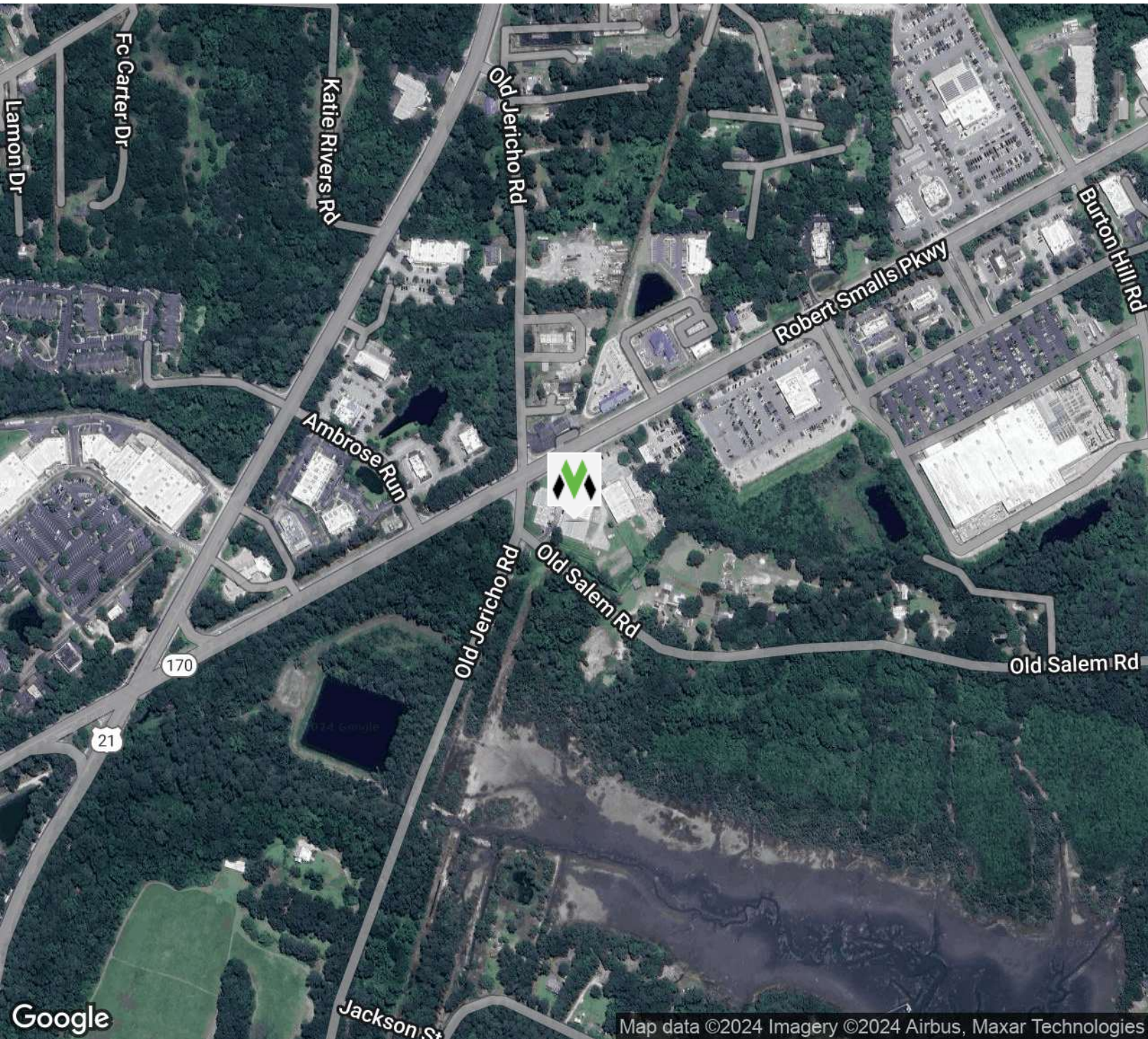


FOR SALE

Item 19.

# LOCATION MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



**VONNIE MAJEWSKI**

843.338.1799

[vonnie@vmrealestate.com](mailto:vonnie@vmrealestate.com)

**VM REAL ESTATE** | 843.338.1799 | 39 PEARCE RD. BLUFFTON, SC 29910 | [VMREALESTATE.COM](http://VMREALESTATE.COM)

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FOR SALE

Item 19.

# RETAILER MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



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vonnie@vmrealestate.com

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FOR SALE

Item 19.

# PICTURES

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



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## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

|  |
|--|
| <b>ITEM TITLE:</b>   |
| <b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000</b>   |
| <b>MEETING NAME AND DATE:</b>  |
| Public Facilities Committee; October 21, 2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Brittany Ward, County Attorney; Jared Fralix, Asst. County Administrator<br>5 Minutes  |
| <b>ITEM BACKGROUND:</b>  |
|  |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| Beaufort County ("County") acquired property at the corner of Bluffton Pkwy and Buck Island Road, which is currently the location of a County maintained stormwater pond. On March 4, 2024, the Town of Bluffton ("Bluffton") acquired property adjacent to the County's property. A recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the "Encroachments". The Town desires to convey a portion of the Town's property to the County so that the Encroachments are no longer located on the Town's property and are consolidated into the County's property. |
| <b>FISCAL IMPACT:</b>  |
| No funding impact  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends approving acceptance of a portion of the Town's property.   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| Motion to recommend approval/denial<br><br>Move forward to Council for First Reading and a public hearing of an ordinance authorizing the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton located at 140 Buck Island Road with TMS No. R610-031-000-00003-0000   |

**ORDINANCE 2024/\_\_\_\_**

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

**WHEREAS**, Beaufort County (“County”) previously acquired the real property consisting of approximately 8.5 acres, located on the corner of the Bluffton Parkway and Buck Island Road with TMS No. R610-031-000-1561-0000, collectively hereinafter the “County Property”; and

**WHEREAS**, on March 4, 2024, the Town of Bluffton acquired the property located at 140 Buck Island Road, Bluffton, South Carolina with TMS No. R610-031-000-00003-0000, collectively hereinafter the “Town Property”; and

**WHEREAS**, a recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the “Encroachments”; and

**WHEREAS**, the Town desires to convey such portions of the Town Property, as shown in Exhibit A attached hereto and incorporated herein by reference, to the County so that the Encroachments are no longer located on the Town Property and are consolidated into the County Property.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton, as shown in Exhibit A attached hereto and incorporated herein by reference, located at 140 Buck Island Road with TMS. No R610-031-000-00003-0000.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST

COUNTY COUNCIL OF BEAUFORT COUNTY

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

\_\_\_\_\_  
Joseph Passiment, Chairman

- LEGEND
- RBS ○ 5/8" IRON REBAR SET WITH CAP  
RWMF ■ RIGHT-OF-WAY CONC. MONUMENT FOUND (TBA)  
— TB — TOP OF BANK  
EDGE OF PAVEMENT  
PAVED SIDEWALK

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, COMMUNITY 450251 (TOWN OF BLUFFTON), MAP NUMBER 45013C0270G, HAVING AN EFFECTIVE DATE OF MARCH 23, 2021.
2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
- GRAPHIC SCALE (1"=40')
- 40 20 0 40 80

| LABEL | BEARING     | DISTANCE |
|-------|-------------|----------|
| L1    | S36°10'56"E | 4.04'    |
| L2    | S36°10'56"E | 3.22'    |
| L3    | S36°10'56"E | 13.70'   |
| L4    | S84°33'31"E | 12.70'   |
| L5    | S84°14'52"E | 26.90'   |
| L6    | S87°20'09"E | 27.07'   |
| L7    | S84°27'21"E | 28.09'   |

| LABEL | RADIUS   | ARC    | CHORD  | CHORD BEARING | DELTA    |
|-------|----------|--------|--------|---------------|----------|
| C1    | 1026.00' | 10.01' | 10.01' | S07°19'31"W   | 0°33'32" |
| C2    | 740.00'  | 92.19' | 92.14' | S87°07'51"E   | 7°08'18" |

SC GRID (NAD 83)  
NORTH  
(2011)

BLUFFTON PARKWAY R/W VARIES  
(COUNTY MAINT'D PUBLIC ROAD)

RWMF (3" DISK)  
N:157,061.95'  
E:2,036,335.23'

EXISTING 20'  
UTILITY EASEMENT  
(PB:124 PG:175)

NEW  
PROPERTY  
LINE

N/F  
BEAUFORT COUNTY  
PIN: R610 031 000 1561 0000  
DB: 2676 PG: 1304  
PB: 124 PG: 175

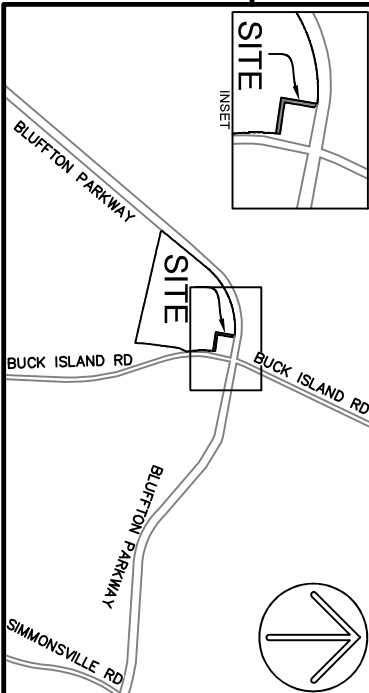
POND

RELOCATED 10'  
UTILITY EASEMENT  
(PB:124 PG:175)

AREA TO BE ACQUIRED  
BY BEAUFORT COUNTY  
(PIN: R610 031 000 1561 0000)  
3,148 SQ.FT.; 0.072 AC.

N/F  
TOWN OF BLUFFTON  
(PARCEL 3)  
PIN: R610 031 000 0003 0000  
DB: 4316 PG: 1306  
PB: 109 PG: 83  
OLD AREA:  
658,136 Sq.Ft.  
15,109 Ac.  
NEW AREA:  
654,988 Sq.Ft.  
15,037 Ac.

BUCK ISLAND ROAD R/W VARIES  
(COUNTY MAINT'D PUBLIC ROAD)

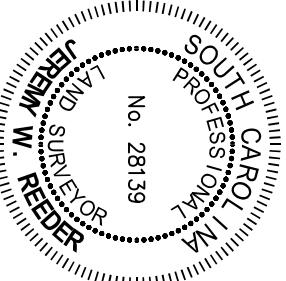
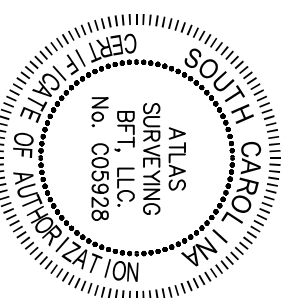


PREPARED FOR:  
THE TOWN OF BLUFFTON  
A LOT LINE RECONFIGURATION PLAT OF  
#140 BUCK ISLAND ROAD  
TAX PARCEL NOS. R610 031 000 0003 0000  
& R610 031 000 1561 0000  
TOWN OF BLUFFTON  
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: GBS  
FIELD CHECK: JMR  
DRAWN BY: KWF  
FIELD DATE: 12-13-2023  
PLAT DATE: 06-11-2024  
SCALE: 1"=40'  
PROJECT No.: BFT-20183  
FILE: BFT-20183 LLR1.DWG

ATLAS  
SURVEYING, INC.

168 BOARDWALK DRIVE, SUITE A.  
RIDGELAND, SC 29936.  
PHONE: (843) 645-9277  
WEBSITE: WWW.ATLASSURVEYING.COM



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

JEREMY W. REEDER  
S.C.P.L.S. No. 28139  
NOT VALID UNLESS CRIMPED WITH SEAL

EXHIBIT A





# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 1.

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <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>  |
| <b>MEETING NAME AND DATE:</b>   |
| <i>Community Services and Land Use Committee Meeting, September 9, 2024</i>   |
| <b>PRESENTER INFORMATION:</b>   |
| <i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning<br/>(10 minutes needed for item discussion)</i>   |
| <b>ITEM BACKGROUND:</b>   |
| <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>   |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| <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>   |
| <b>FISCAL IMPACT:</b>   |
| <i>Not applicable</i>   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| <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>   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| <i>Motion to approve, modify, or deny the application as submitted.*<br/><br/>*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"><li><i>1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan;</i></li><li><i>2. Is not in conflict with any provision of this Development Code or the Code of Ordinances;</i></li><li><i>3. Is required by changed conditions;</i></li><li><i>4. Addresses a demonstrated community need;</i></li><li><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></li><li><i>6. Would result in a logical and orderly development pattern; and</i></li></ol> |

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;**

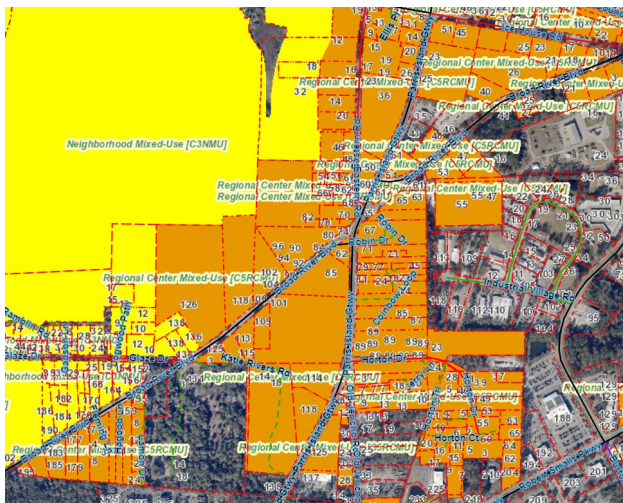
Yes, many properties zoned C5 are non-conforming and/or are platted purposefully to hold single-family homes. There exists a small lot pattern curated of low-density housing that needs to be considered conforming.

**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<br>1<br>N | T2<br>R | T<br>2<br>R<br>L | T2<br>R<br>N | T2<br>R<br>N<br>O | T2<br>R<br>C | T3<br>E | T3<br>H<br>N | T<br>3<br>N | T3<br>N<br>O | T4<br>H<br>C | T4<br>V<br>C | T4<br>H<br>C<br>O | T4<br>N<br>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<br>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<br>P<br>P | TC<br>P<br>P | —  |

### 3.3.40 - Community Center Mixed Use (C4) Zone Standards

|   |               |
|---|---------------|
| <b>A. Purpose</b>   |               |
| 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>B. Building Placement</b>  |               |
| <b>Setback (Distance from ROW/Property Line)</b>  |               |
| Front   | 20' min.      |
| Side:   |               |
| Side, Main Building   | 10' min.      |
| Side, Ancillary Building  | 10' min.      |
| Rear  | 15' min.      |
| <b>Lot Size</b>   |               |
| Lot Size  | 5,000 SF min. |
| Width   | 50' min.      |
| <b>Minimum Site Area</b>  |               |
| Single-Family and Duplex  | 5,000 SF      |
| Multi-Family  | 21,780 SF     |
| <b>Note:</b>  |               |
| 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.  |               |
| <b>C. Building Form</b>   |               |
| <b>Building Height</b>  |               |

|   |                   |
|---|-------------------|
| 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        |
| <b>D. Gross Density <sup>1</sup> and Floor Area Ratio</b>   |                   |
| Gross Density   | 12 d.u./acre max. |
| Floor Area Ratio <sup>2</sup>   | 0.23 max.         |
| <sup>1</sup> Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F). |                   |
| <sup>2</sup> Requirement applies to non-residential buildings.  |                   |
| <b>E. Parking</b>   |                   |
| For parking space requirements see Table 5.5.40.B (Parking Space Requirements).   |                   |

## F. C4 Allowed Uses

| Land Use Type <sup>1</sup>            | Specific Use Regulations | C4                  |
|---------------------------------------|--------------------------|---------------------|
| <b>Agriculture</b>                    |                          |                     |
| Agricultural Support Services         |                          | P                   |
| Forestry                              |                          | P                   |
| <b>Residential</b>                    |                          |                     |
| Dwelling: Single-Family Detached Unit | <del>2.3</del>           | <del>TCP</del><br>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. |
|-------|----------|

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                  |
| <del>All Buildings</del> All Other Buildings  | 3 stories max.                   |
| Ground Floor Finish Level   | No minimum                       |
| D. Gross Density <sup>1</sup> and Floor Area Ratio  |                                  |
| Density   | 15.0 d.u./acre max. <sup>2</sup> |
| Floor Area Ratio <sup>3</sup>   | 0.37 max.                        |
| <sup>1</sup> Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F). |                                  |
| <sup>2</sup> See Section 4.1.350 for Affordable Housing density bonuses.  |                                  |
| <sup>3</sup> 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 <sup>1</sup>            | 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<br>1<br>N | T2<br>R | T<br>2<br>R<br>L | T2<br>R<br>N | T2<br>R<br>N<br>O | T2<br>R<br>C | T3<br>E | T3<br>H<br>N | T<br>3<br>N | T3<br>N<br>O | T4<br>H<br>C | T4<br>V<br>C | T4<br>H<br>C<br>O | T4<br>N<br>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<br>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<br>P<br>P | TC<br>P<br>P | —  |

### 3.3.40 - Community Center Mixed Use (C4) Zone Standards

|   |               |
|---|---------------|
| <b>A. Purpose</b>   |               |
| 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>B. Building Placement</b>  |               |
| <b>Setback (Distance from ROW/Property Line)</b>  |               |
| Front   | 20' min.      |
| Side:   |               |
| Side, Main Building   | 10' min.      |
| Side, Ancillary Building  | 10' min.      |
| Rear  | 15' min.      |
| <b>Lot Size</b>   |               |
| Lot Size  | 5,000 SF min. |
| Width   | 50' min.      |
| <b>Minimum Site Area</b>  |               |
| Single-Family and Duplex  | 5,000 SF      |
| Multi-Family  | 21,780 SF     |
| <b>Note:</b>  |               |
| 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.  |               |
| <b>C. Building Form</b>   |               |
| <b>Building Height</b>  |               |

|   |                   |
|---|-------------------|
| 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        |
| <b>D. Gross Density <sup>1</sup> and Floor Area Ratio</b>   |                   |
| Gross Density   | 12 d.u./acre max. |
| Floor Area Ratio <sup>2</sup>   | 0.23 max.         |
| <sup>1</sup> Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F). |                   |
| <sup>2</sup> Requirement applies to non-residential buildings.  |                   |
| <b>E. Parking</b>   |                   |
| For parking space requirements see Table 5.5.40.B (Parking Space Requirements).   |                   |

## F. C4 Allowed Uses

| Land Use Type <sup>1</sup>            | Specific Use Regulations | C4                  |
|---------------------------------------|--------------------------|---------------------|
| <b>Agriculture</b>                    |                          |                     |
| Agricultural Support Services         |                          | P                   |
| Forestry                              |                          | P                   |
| <b>Residential</b>                    |                          |                     |
| Dwelling: Single-Family Detached Unit | <del>2.3</del>           | <del>TCP</del><br>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. |
|-------|----------|

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                  |
| <del>All Buildings</del> All Other Buildings  | 3 stories max.                   |
| Ground Floor Finish Level   | No minimum                       |
| D. Gross Density <sup>1</sup> and Floor Area Ratio  |                                  |
| Density   | 15.0 d.u./acre max. <sup>2</sup> |
| Floor Area Ratio <sup>3</sup>   | 0.37 max.                        |
| <sup>1</sup> Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F). |                                  |
| <sup>2</sup> See Section 4.1.350 for Affordable Housing density bonuses.  |                                  |
| <sup>3</sup> 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 <sup>1</sup>            | 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 2.

## 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.

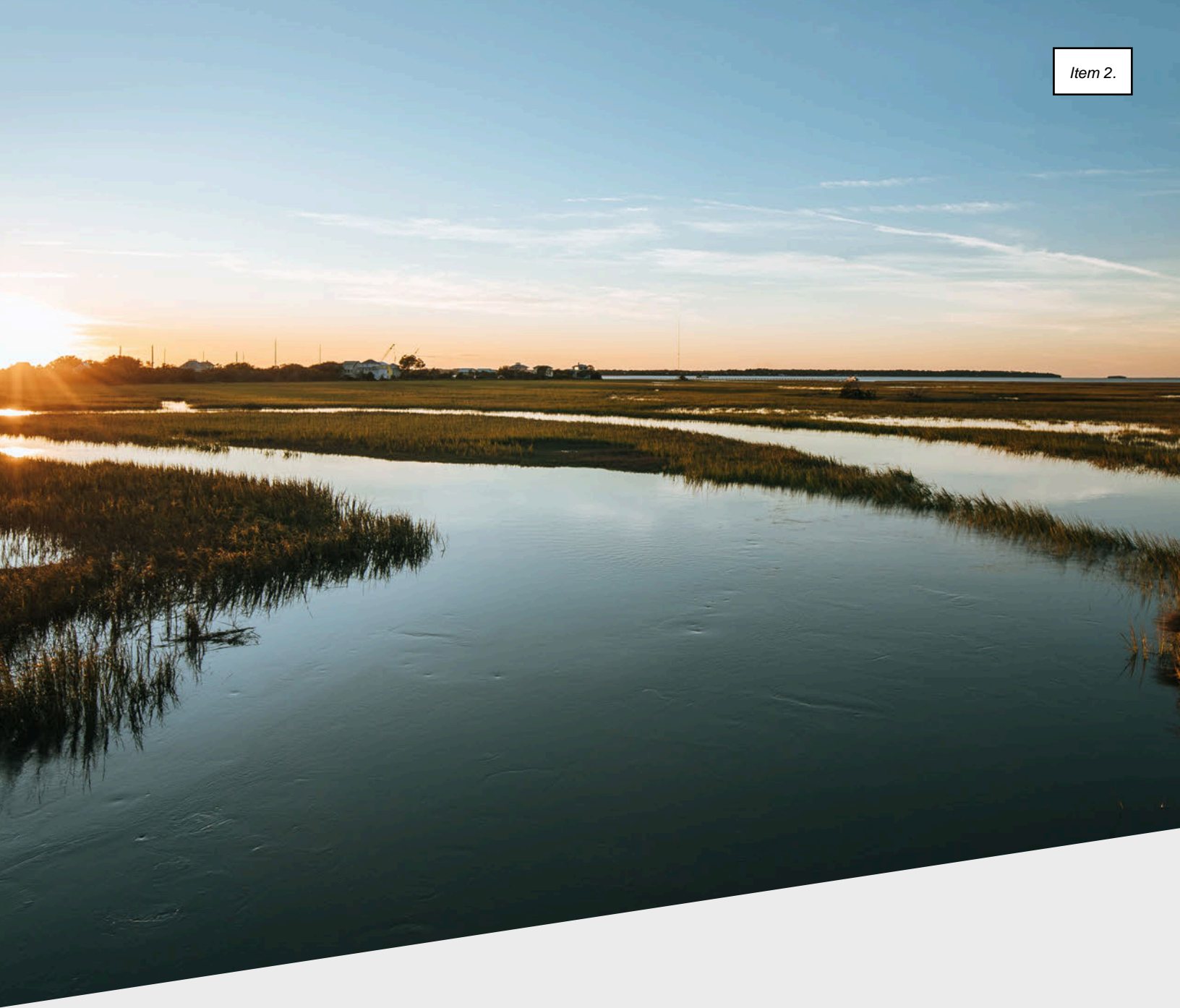
**6. Whether, and the extent to which, the proposed amendment would result in negative impacts to natural resources.**

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

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JUNE 2024 // PREPARED BY TOGETHER CONSULTING



Beaufort County  
SOUTH CAROLINA

*Beaufort County Housing Impact Analysis*

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# 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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# 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.

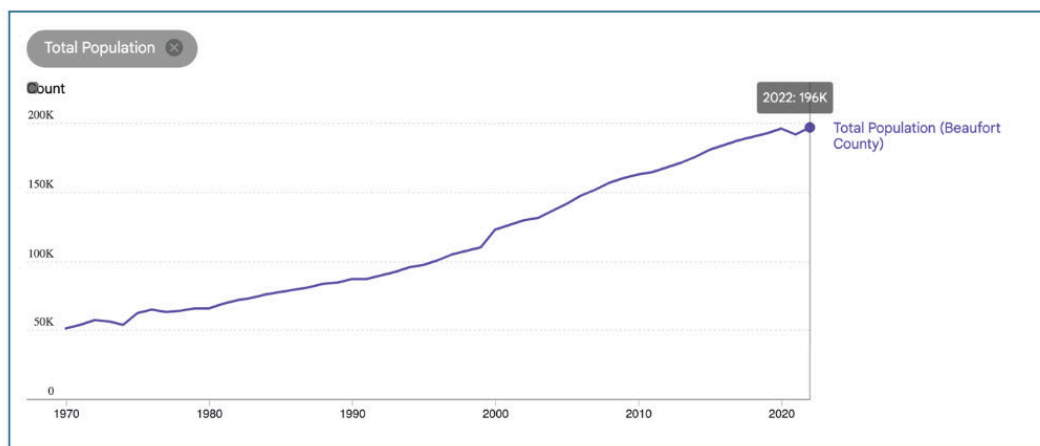


# Population Analysis

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<br>(Estimated)                                | 2027<br>(Projected) | Change 2017-2027 |         |
|                                |  |                     | Number           | Percent |
| <b>Beaufort County</b>         | 187,445  | 225,359             | 37,914           | 20.2%   |
| <b>Beaufort</b>                | 12,010   | 14,162              | 2,152            | 17.9%   |
| <b>Bluffton</b>                | 18,889   | 24,749              | 5,860            | 31.0%   |
| <b>Hilton Head</b>             | 37,797   | 44,837              | 7,040            | 18.6%   |
| <b>Port Royal</b>              | 11,958   | 13,800              | 1,842            | 15.4%   |
| <b>Northern Unincorporated</b> | 26,842   | 31,928              | 5,056            | 18.8%   |
| <b>Southern Unincorporated</b> | 44,325   | 53,265              | 8,940            | 20.2%   |
| <b>Unincorporated Islands</b>  | 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.

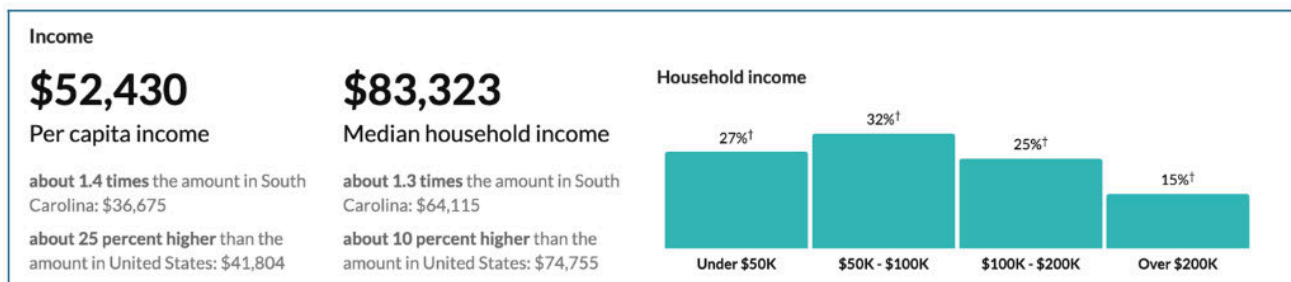




| Year | Population | Growth |
|------|------------|--------|
| 2024 | 201,811    | 2,832  |
| 2023 | 198,979    | 2,832  |
| 2022 | 196,147    | 4,150  |
| 2021 | 191,997    | 4,182  |

Source: world population review

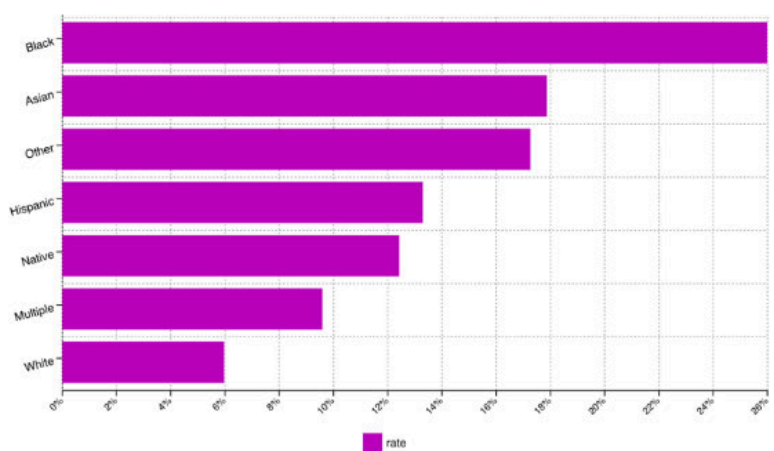
Like Beaufort County, adjacent coastal communities are growing just as rapidly, which has an impact on housing stock and availability for housing options near employment centers in Beaufort. In March 2024, The State paper indicated, most of South Carolina's 46 counties gained population in 2023, but 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.

Beaufort County, South Carolina Poverty by Race



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.

#### Geographical mobility

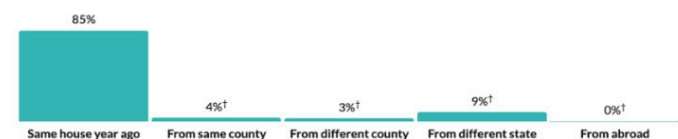
**15.5%**

Moved since previous year

about 20 percent higher than the rate in South Carolina: 13.5%

about 25 percent higher than the rate in United States: 12.6%

Population migration since previous year



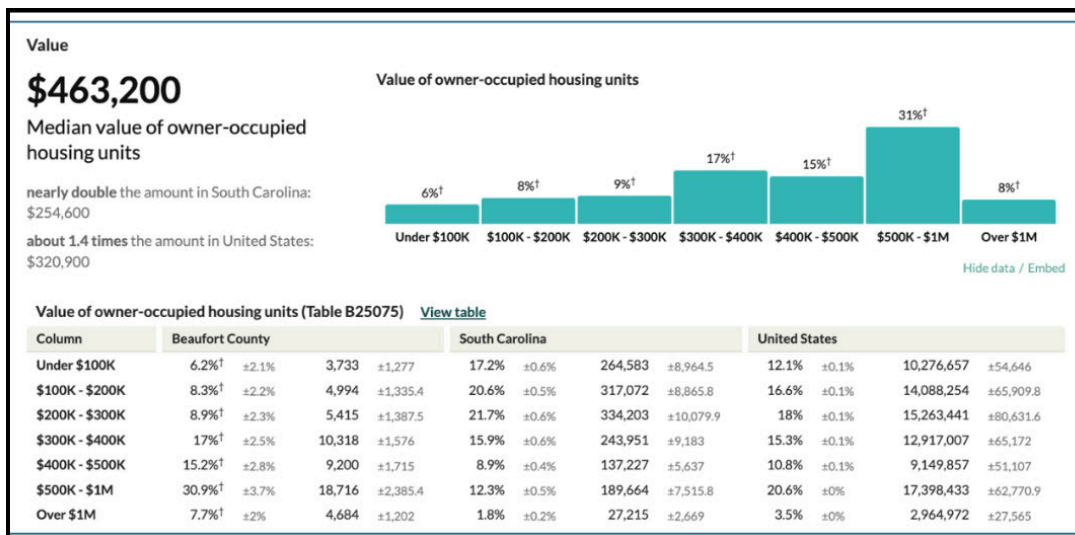
[Hide data / Embed](#)

Population migration since previous year (Table B07003) [View table](#)

| Column                | Beaufort County            | South Carolina                | United States                    |
|-----------------------|----------------------------|-------------------------------|----------------------------------|
| Same house year ago   | 84.5% ±2.6% 165,124 ±5,171 | 86.6% ±0.4% 4,524,995 ±23,382 | 87.5% ±0.1% 288,415,900 ±187,620 |
| From same county      | 3.6%† ±1.3% 7,054 ±2,447   | 5.5% ±0.3% 287,907 ±16,565    | 6.2% ±0% 20,438,756 ±139,808     |
| From different county | 3%† ±1.7% 5,762 ±3,225     | 3.3% ±0.2% 173,504 ±11,001    | 3.2% ±0% 10,593,140 ±96,624      |
| From different state  | 8.7%† ±1.6% 16,897 ±3,141  | 4.2% ±0.3% 219,707 ±13,055    | 2.5% ±0% 8,230,953 ±67,325       |
| From abroad           | 0.3%† ±0.2% 519 ±349       | 0.4%† ±0.1% 22,215 ±3,837     | 0.7% ±0% 2,141,842 ±43,237       |

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

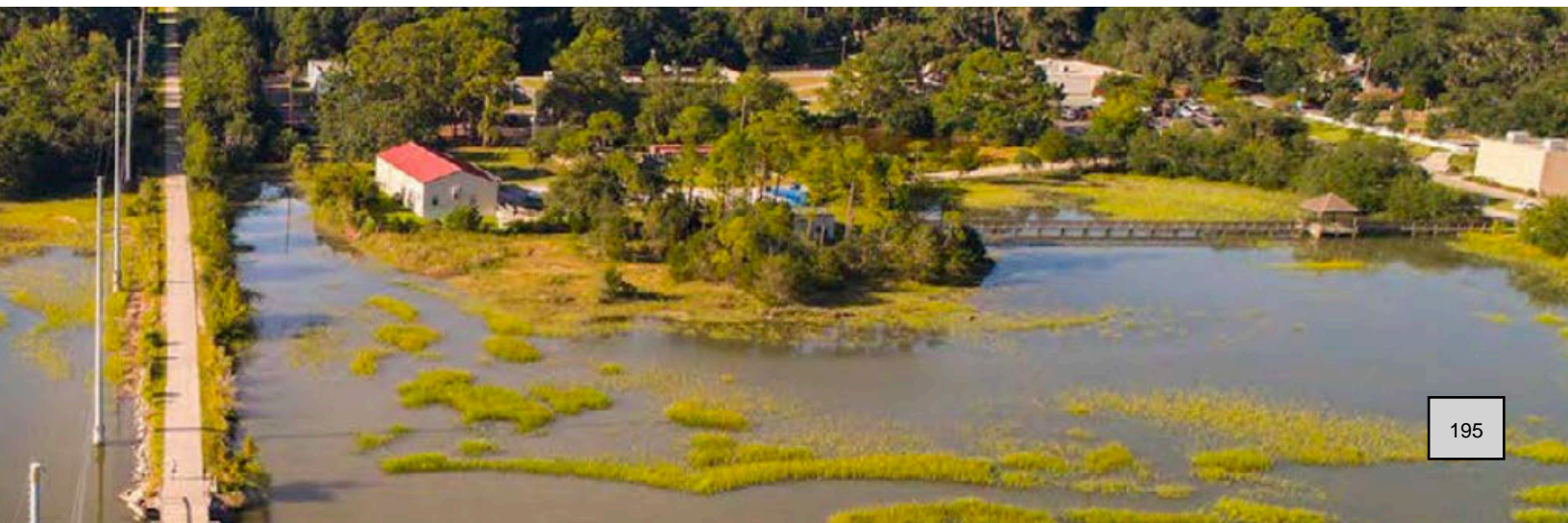
## Economic Summary

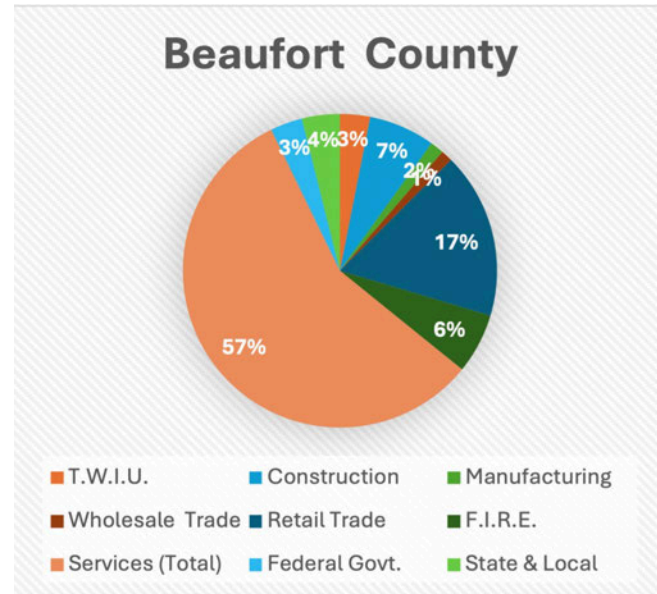
The local Beaufort County economy is diverse but greatly influenced by tourism and nearby military bases. The three largest industry sectors in the county include Accommodations & Food Service (20.1%), Retail Trade (16.0%) and Health Care & Social Assistance (13.0%).

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.



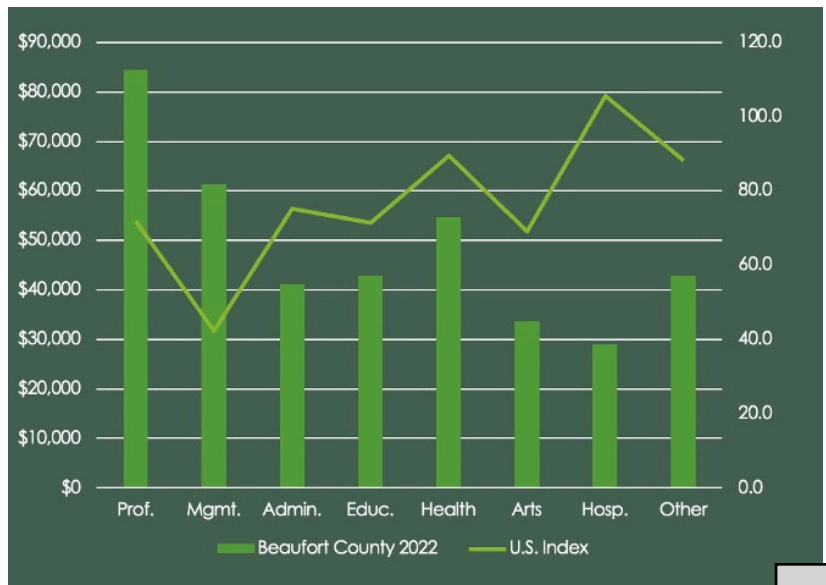


The following charts were shared as part the of Beaufort Chamber's 2024 Data dashboard presentation.

### Employment in Beaufort County by Sectors

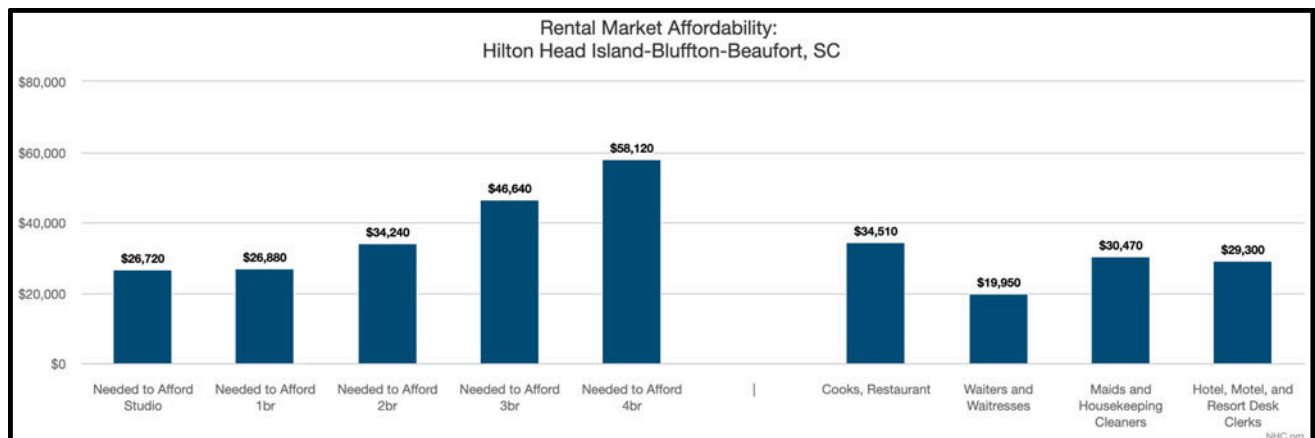
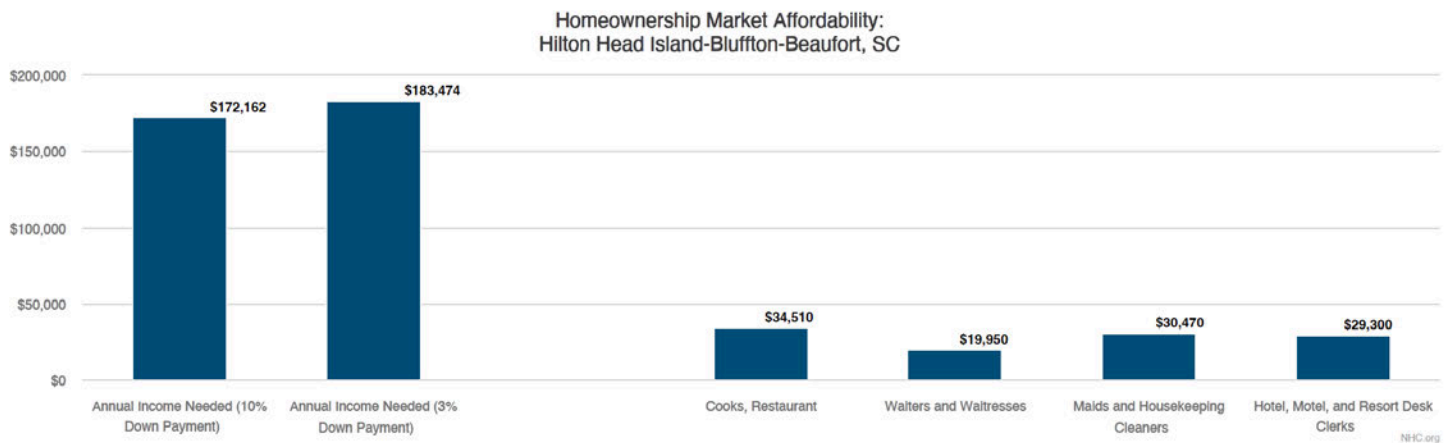
Based on this chart, the highest participation employment sectors in the County tend to produce the lowest wages for its workers, with hospitality being the lowest paid sector but one of the top three employment sectors. Hospitality workers on average are making less than \$30,000/year, and other service 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.

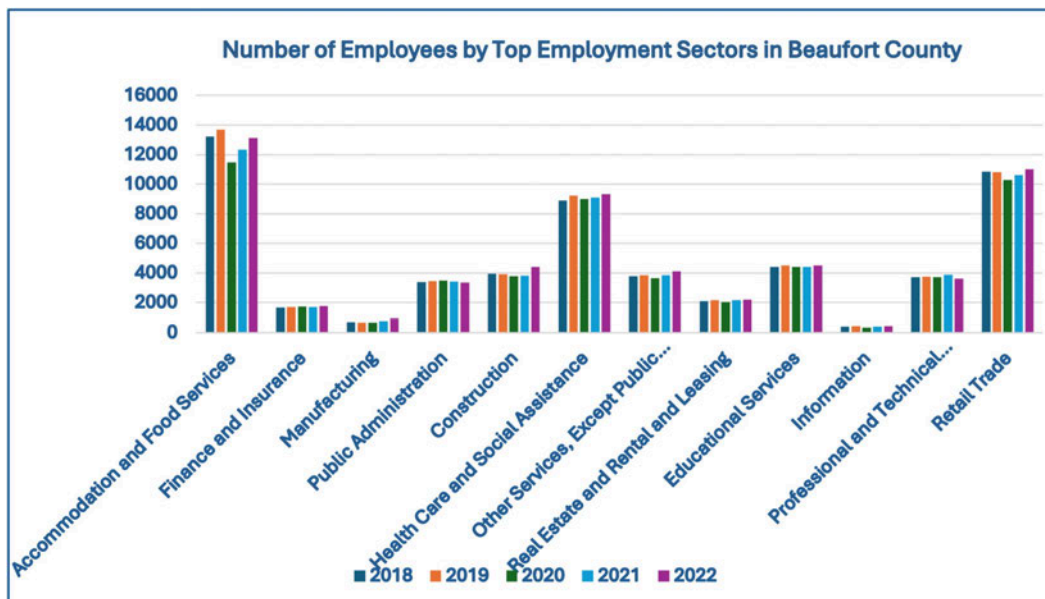
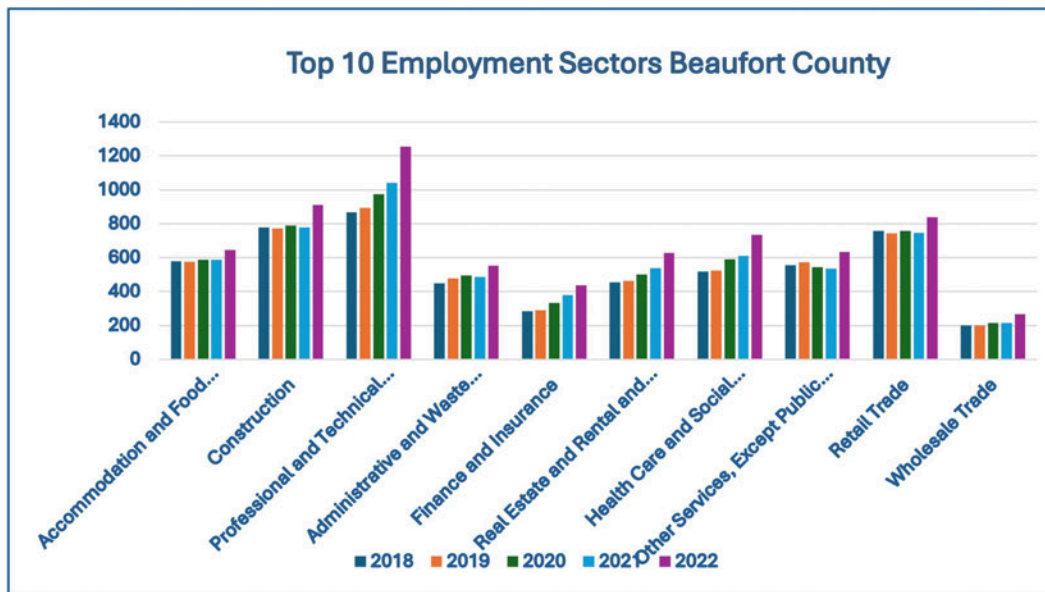




Based on the County's and the US Department of Housing and Urban Development's definition of affordable housing, a household that spends more than 30% of their income on housing - or more than three times their annual salary on buying a home, they are considered "cost-burdened". The following charts 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.

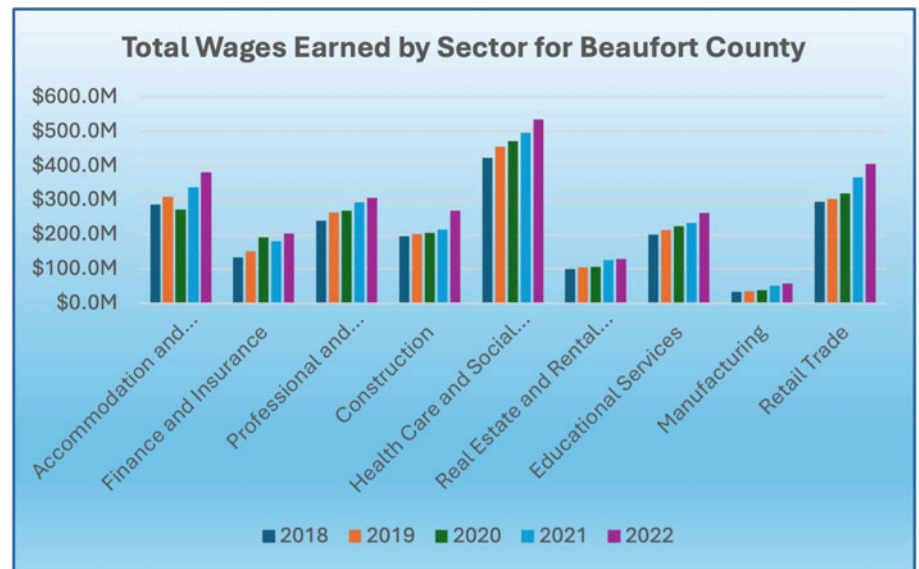


The 2024 Lowcountry Community Indicators Report - created by the Lowcountry Council of Governments (LCOG) in partnership with the Community Foundation of the Lowcountry (CFL) - is a centralized community resource highlighting key community indicators and trends in the lowcountry region including Beaufort 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.



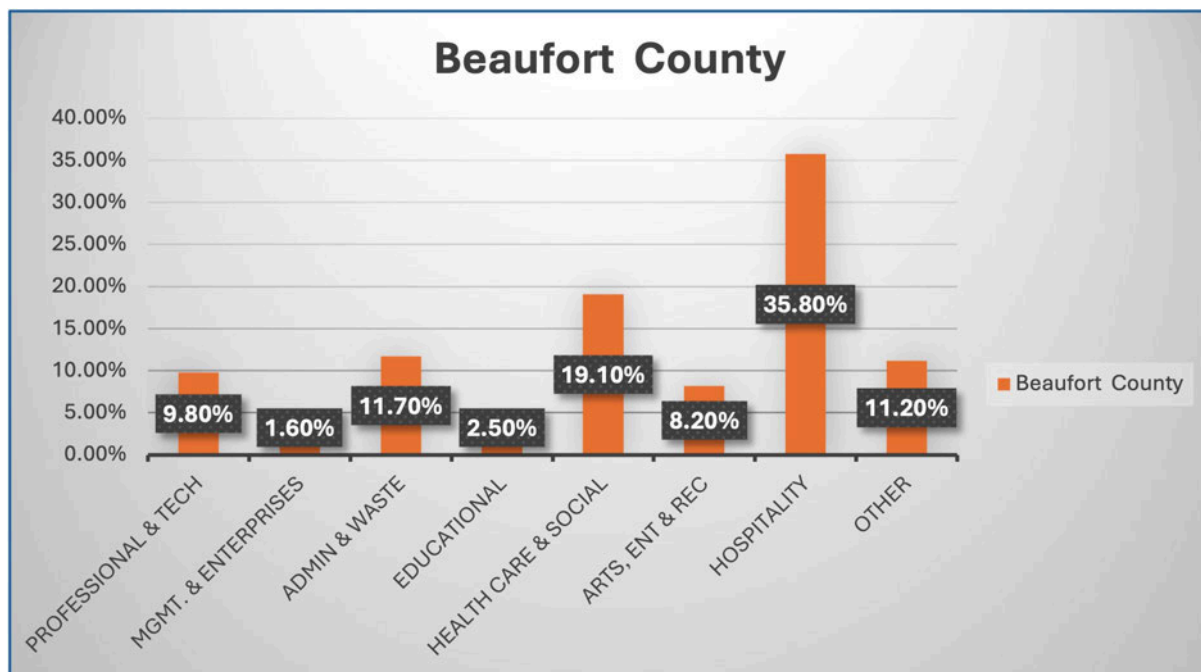


In addition to the significant number of individuals employed within these service sectors as highlighted above, the recent Beaufort Area Chamber of Commerce 2024 Data Dashboard report below indicated overall hospitality as one of the largest grossing employers in the County with Accommodations and Hospitality 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.

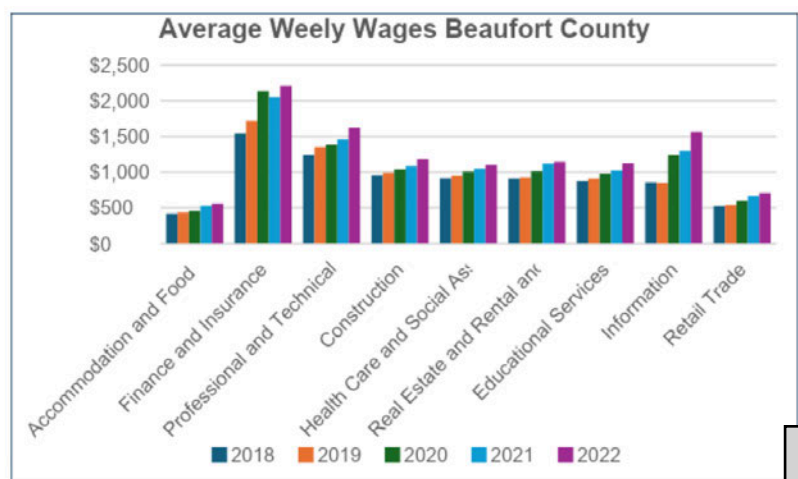
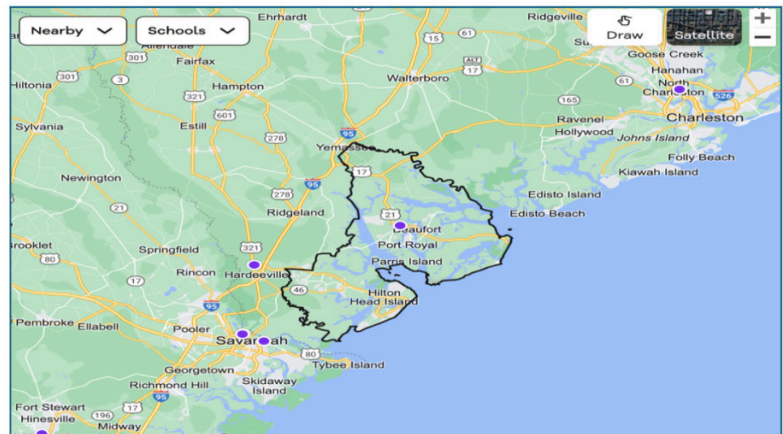
**Private, 1026 Leisure and hospitality, Beaufort County, South Carolina**

**Annual averages 2021 - 2022 , All establishment sizes**

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

| Summary Change Table <a href="#">Hide</a> |                       |                           |                    |                            |                           |
|---|-----------------------|---------------------------|--------------------|----------------------------|---------------------------|
| 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<br>(30% Income) | Affordable Ownership<br>(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%).



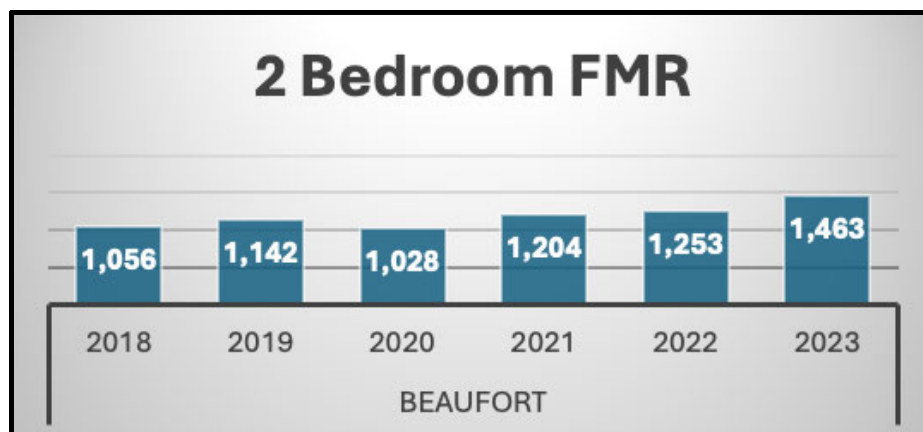
# Housing Market Analysis/Conditions

## 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/>)

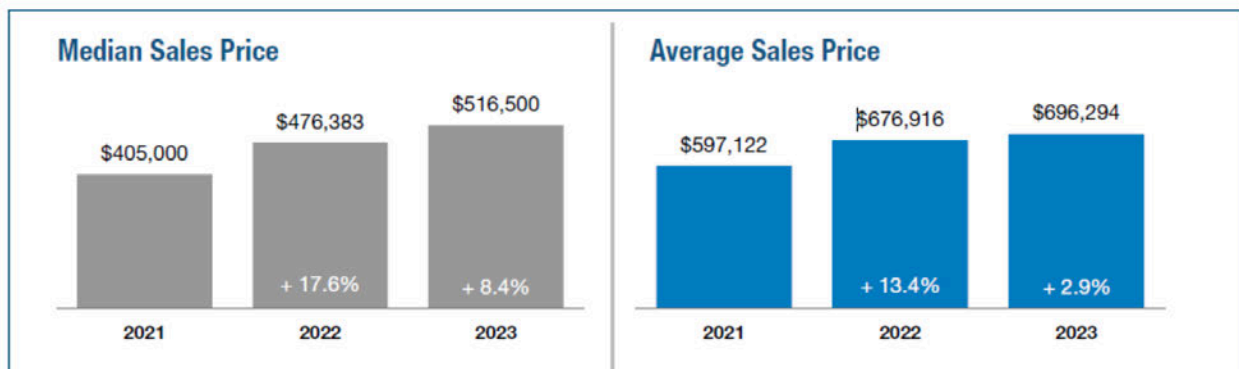




## Homeownership

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.

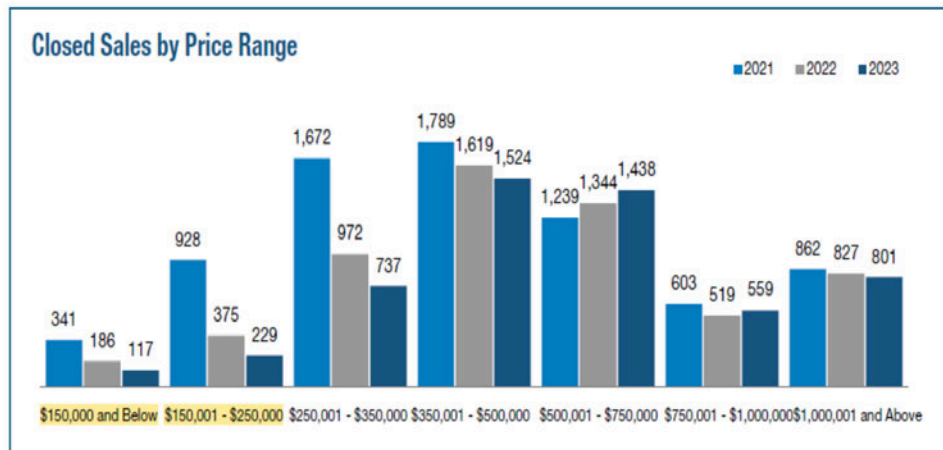
The Hilton Head Area Realtors Association, which tracks the county's housing market trends, estimated - as part of their 2023 Year-End Market Trend Analysis - a continued increase in the costs of homeownership for the Beaufort County region largely due to a 2-decade high mortgage rate increase – hovering 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.



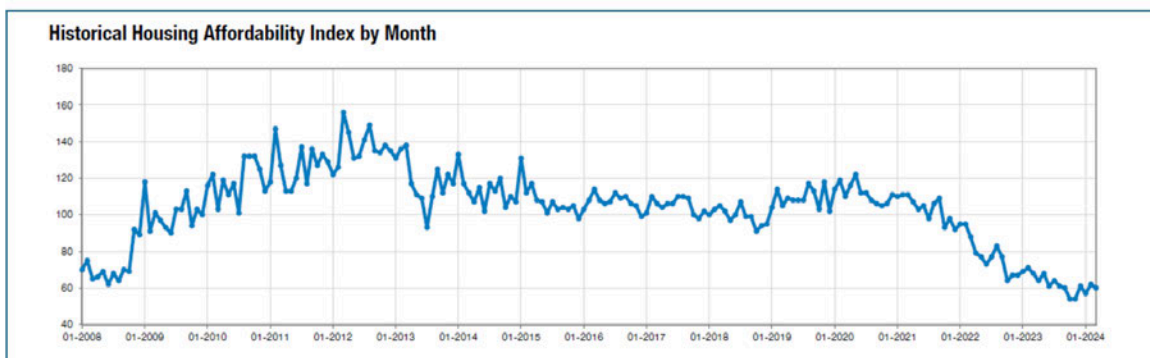
The number of housing units that sold below \$250,000 continued to decline in 2023 – consistent with a trend since 2021 – indicating a prolonged deficit in the affordable housing inventory for Beaufort County. The above graph shows that prices have continued to increase rather than stabilize. In the 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.



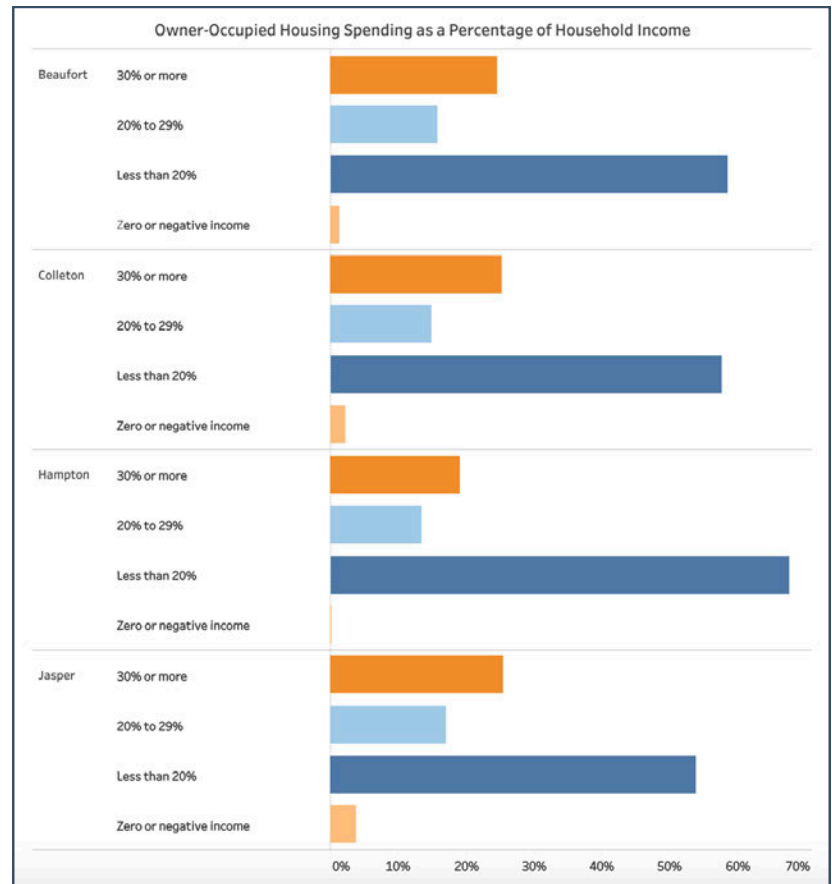
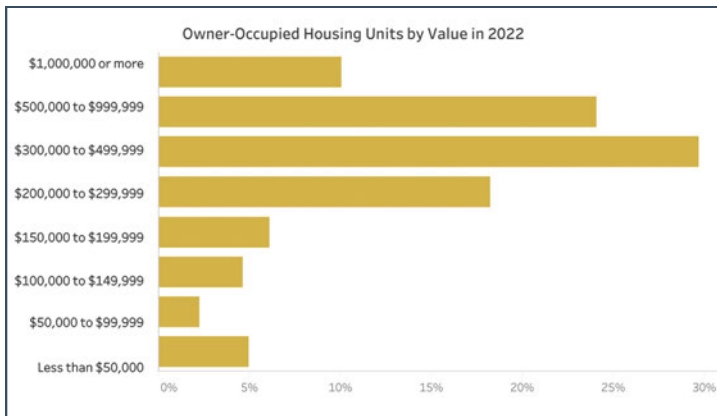
In addition, the Housing Affordability Index – a measure of the necessary median household income to qualify for the purchase of median-priced home in a region – has continued to decline for Beaufort County since 2022. With a higher number meaning greater affordability, the Index is currently at 60 - 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.

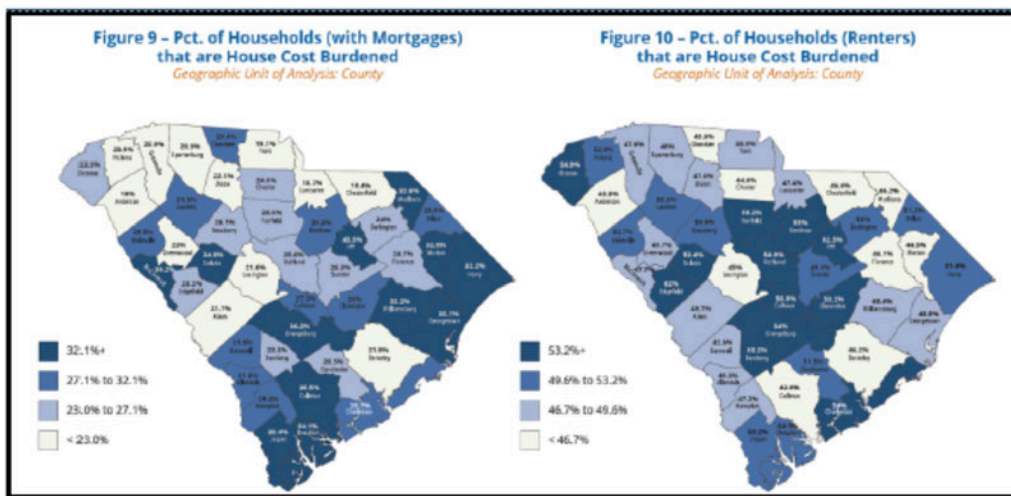
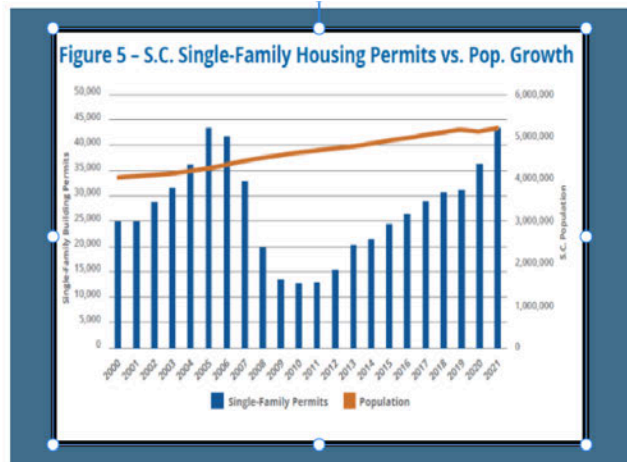
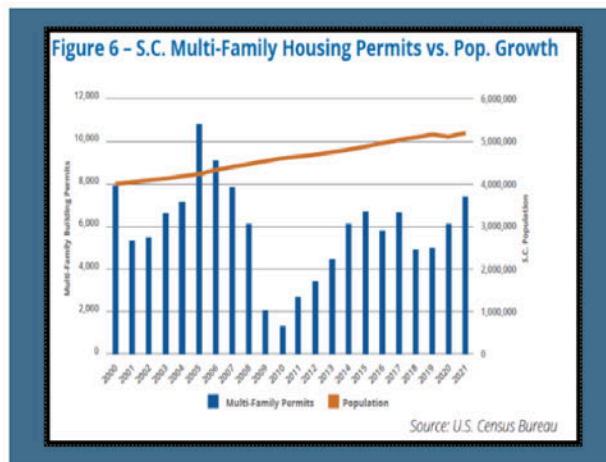
| Key Metrics                 | Historical Sparkbars  |         |         | 03-2023   | 03-2024   | Percent Change | YTD 2023  | YTD 2024  | Percent Change |
|-----------------------------|---|---------|---------|-----------|-----------|----------------|-----------|-----------|----------------|
|                             | 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.

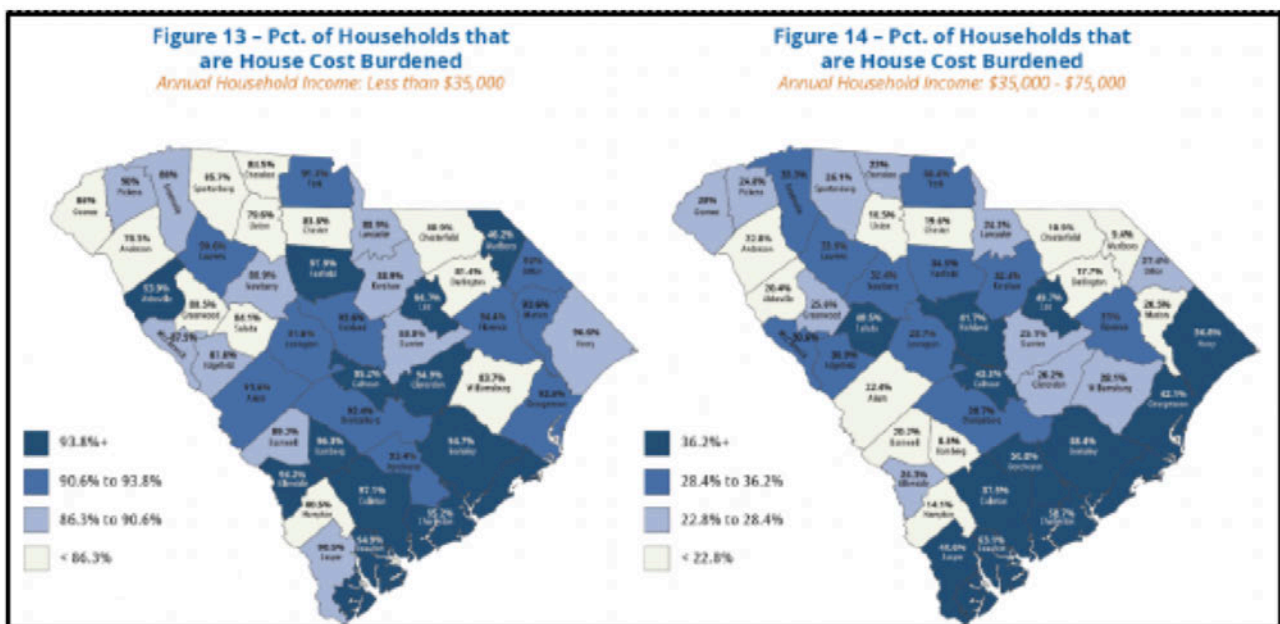
As mentioned earlier, housing affordability is usually measured by examining the extent to which families are considered to be housing cost-burdened, therefore approximately 50 percent of renting households and 25 percent of households with a mortgage are housing cost-burdened in South Carolina. Examining 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.

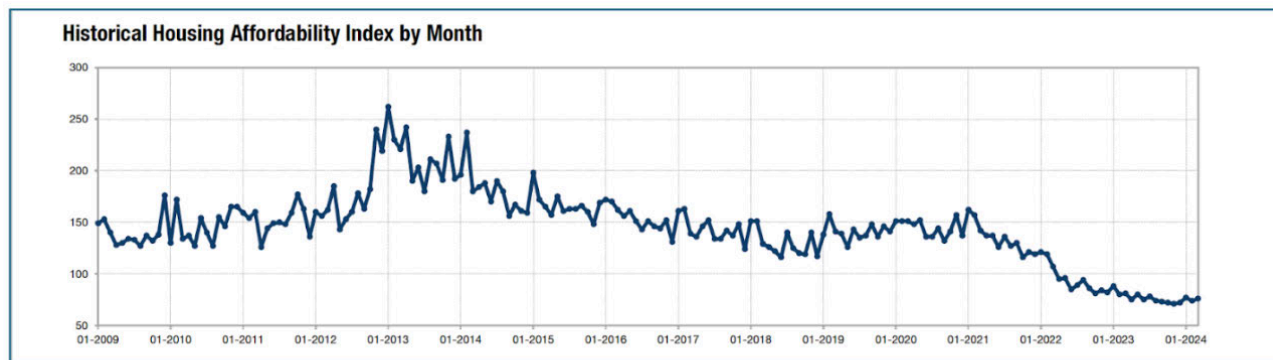


The cost burden for this segment of the population is especially high in coastal South Carolina as shown in Figures 13 and 14. The data demonstrates that housing affordability is nearly a universal challenge for lower-income and working-class families and households. Policies directed at improving housing 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.



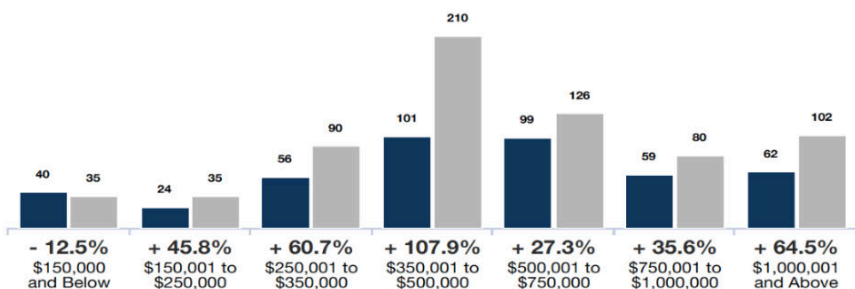
*\*Beaufort-Jasper County Realtors Association (BJRA)*

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).

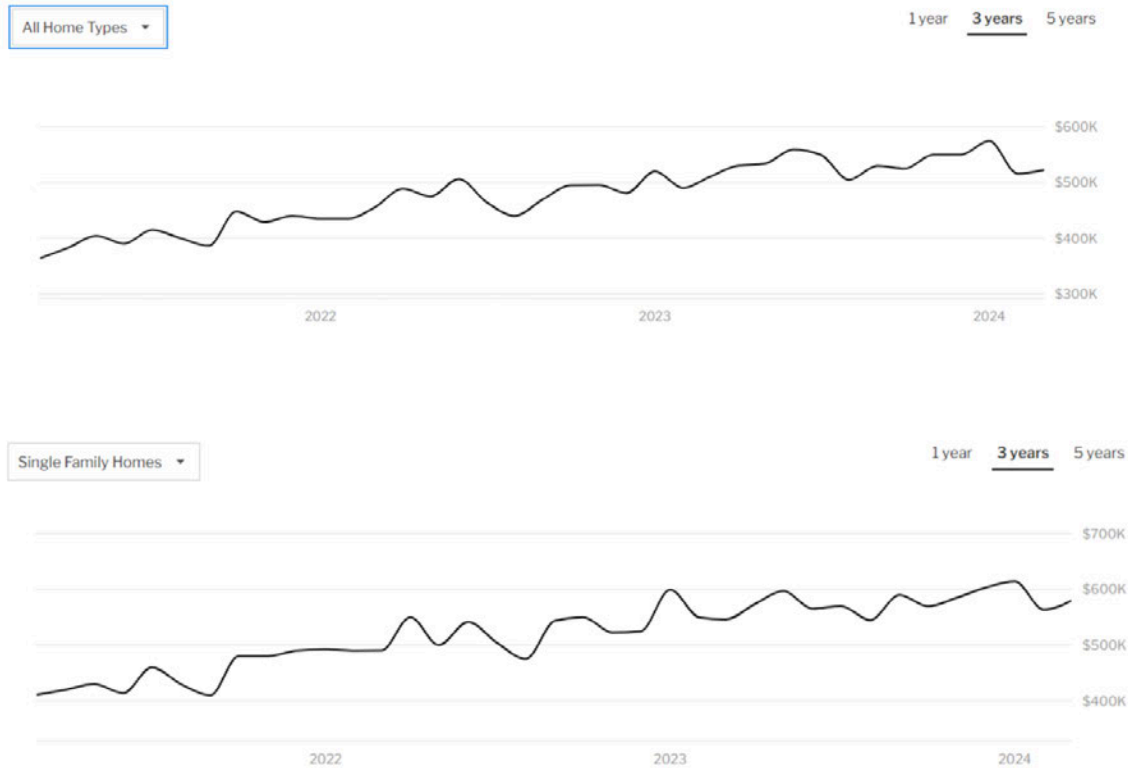
| Current mortgage and refinance interest rates |               |       |
|---|---------------|-------|
| Product                                       | Interest Rate | APR   |
| 30-Year Fixed Rate                            | 7.08%         | 7.13% |
| 20-Year Fixed Rate                            | 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.



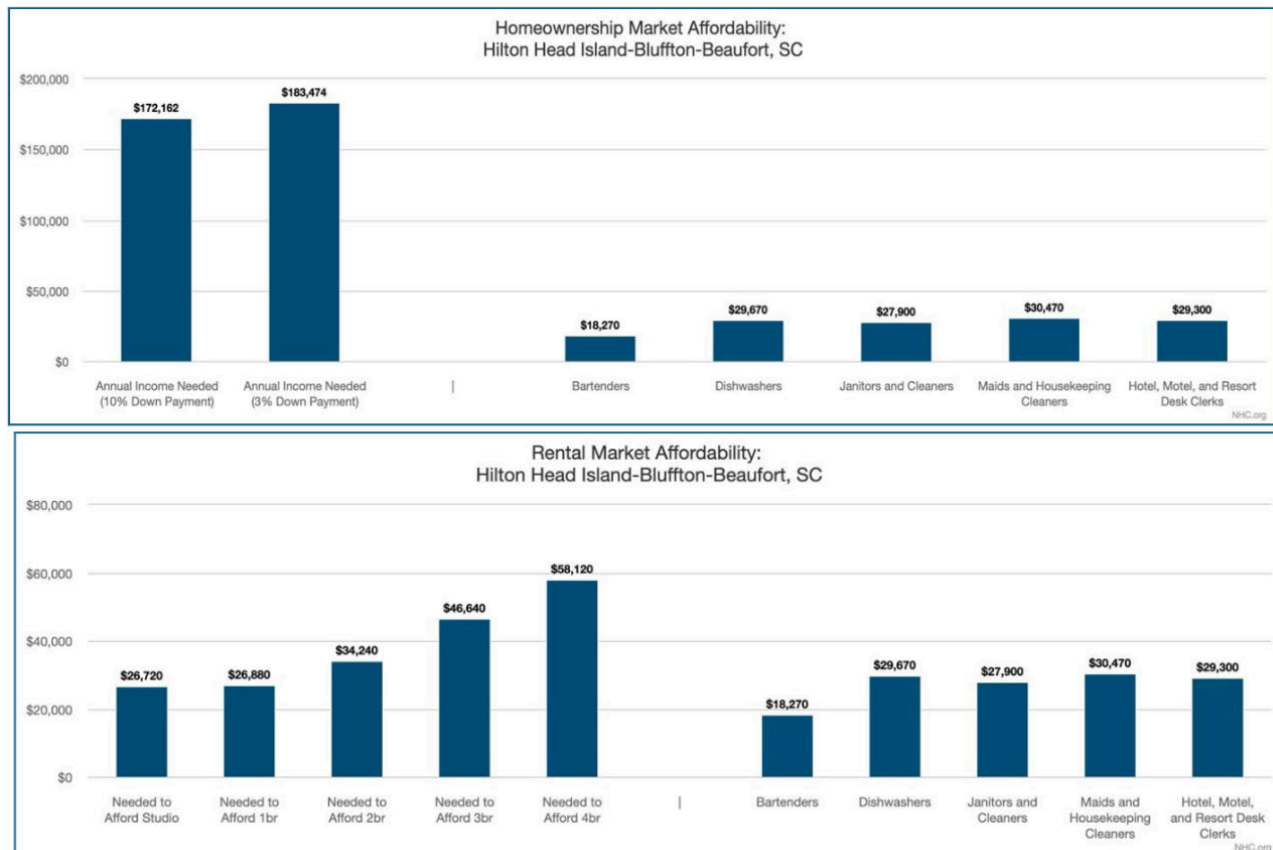
Beaufort County's housing costs is significantly higher compared to many neighboring cities and counties. The overall cost of living in Beaufort County is approximately 3% lower than the National average yet 6% higher than that of Savannah, GA and only 1% lower than that of Charleston, SC – two much-larger 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 <b>Finance</b>   |
| 1/10/2023 | Senate | Introduced and read first time (Senate Journal-page 178)                                |
| 1/10/2023 | Senate | Referred to Committee on <b>Finance</b> (Senate Journal-page 178)                       |
| 3/22/2023 |        | Scrivener's error corrected   |
| 3/22/2023 | Senate | Committee report: Favorable <b>Finance</b>  |
| 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 <b>Ways and Means</b> (House Journal-page 9)                   |
| 5/4/2023  | House  | Committee report: Favorable with amendment <b>Ways and Means</b> (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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[12/07/2022](#)

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

[03/24/2023](#)

[03/30/2023](#)

[05/05/2023](#)

[05/10/2023](#)

5/26/2023 Act No. 57

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[12/07/2022](#)

[03/22/2023](#)

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

[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 17<sup>th</sup> day of May, 2023.

Approved the 19<sup>th</sup> day of May, 2023.

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**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.

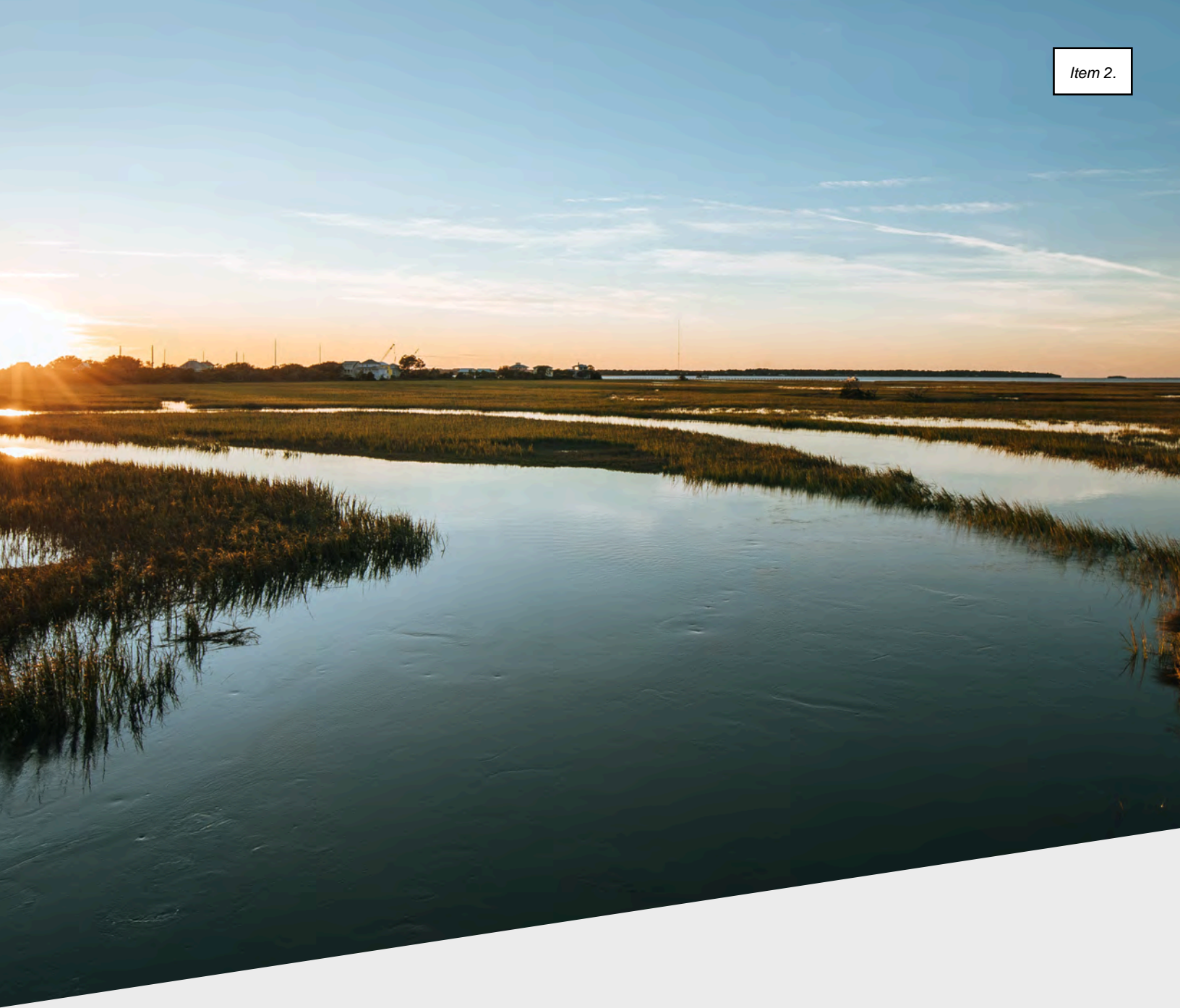
**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council, duly assembled, does hereby authorize, an ordinance amending the Beaufort County 2040 Comprehensive Plan to add the Beaufort County Housing Impact Analysis as an appendix.

Ordained this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Joseph Passiment, Chairman

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





# HOUSING IMPACT ANALYSIS

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JUNE 2024 // PREPARED BY TOGETHER CONSULTING



Beaufort County  
SOUTH CAROLINA

*Beaufort County Housing Impact Analysis*

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# 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

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*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.

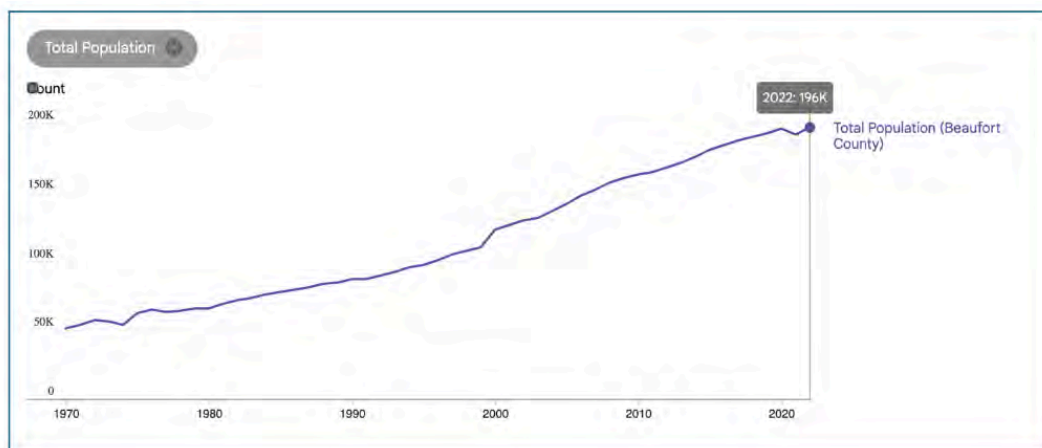


# Population Analysis

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<br>(Estimated)                                | 2027<br>(Projected) | Change 2017-2027 |         |
|                                |  |                     | Number           | Percent |
| <b>Beaufort County</b>         | 187,445  | 225,359             | 37,914           | 20.2%   |
| <b>Beaufort</b>                | 12,010   | 14,162              | 2,152            | 17.9%   |
| <b>Bluffton</b>                | 18,889   | 24,749              | 5,860            | 31.0%   |
| <b>Hilton Head</b>             | 37,797   | 44,837              | 7,040            | 18.6%   |
| <b>Port Royal</b>              | 11,958   | 13,800              | 1,842            | 15.4%   |
| <b>Northern Unincorporated</b> | 26,842   | 31,928              | 5,056            | 18.8%   |
| <b>Southern Unincorporated</b> | 44,325   | 53,265              | 8,940            | 20.2%   |
| <b>Unincorporated Islands</b>  | 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

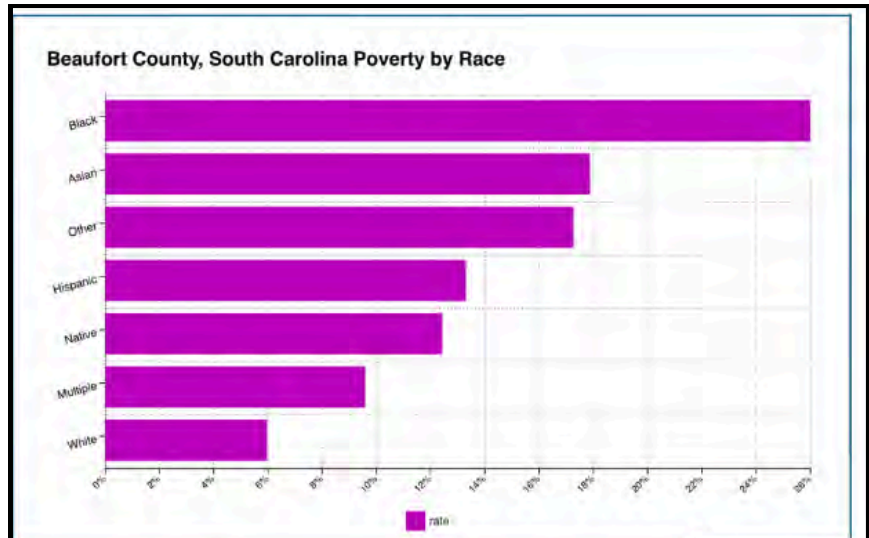
Like Beaufort County, adjacent coastal communities are growing just as rapidly, which has an impact on housing stock and availability for housing options near employment centers in Beaufort. In March 2024, The State paper indicated, most of South Carolina's 46 counties gained population in 2023, but 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.

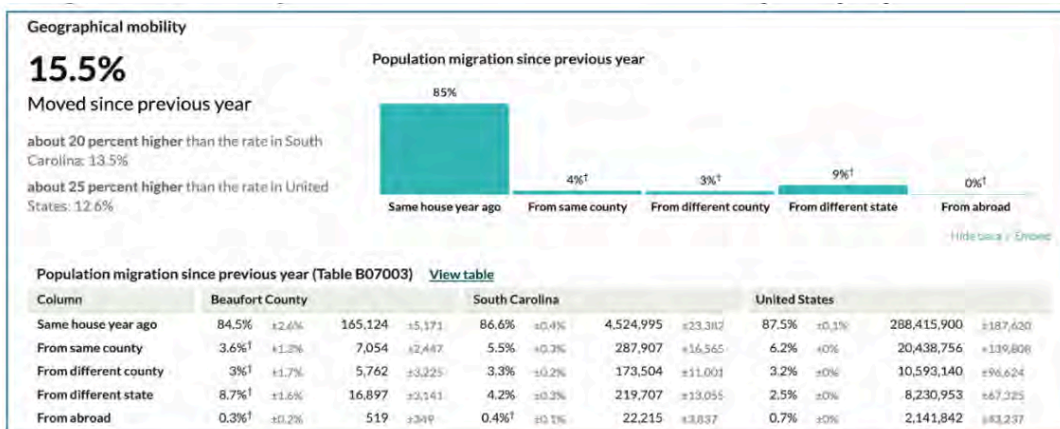


ACS 2022 1-year

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

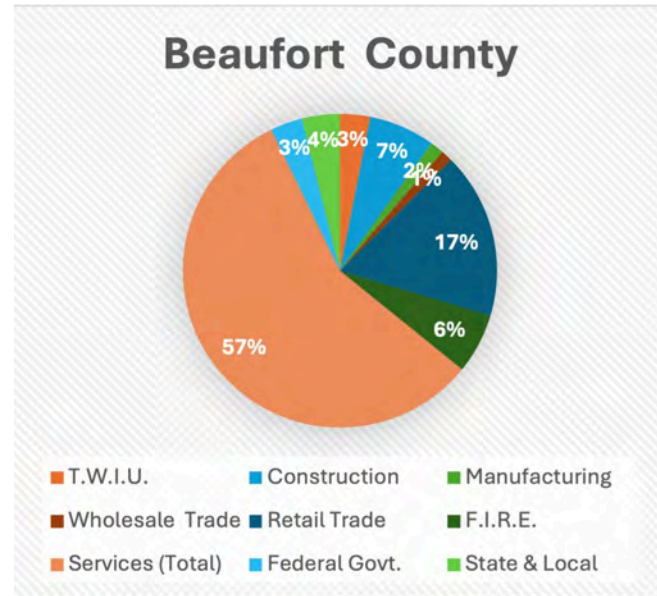
The local Beaufort County economy is diverse but greatly influenced by tourism and nearby military bases. The three largest industry sectors in the county include Accommodations & Food Service (20.1%), Retail Trade (16.0%) and Health Care & Social Assistance (13.0%).

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.



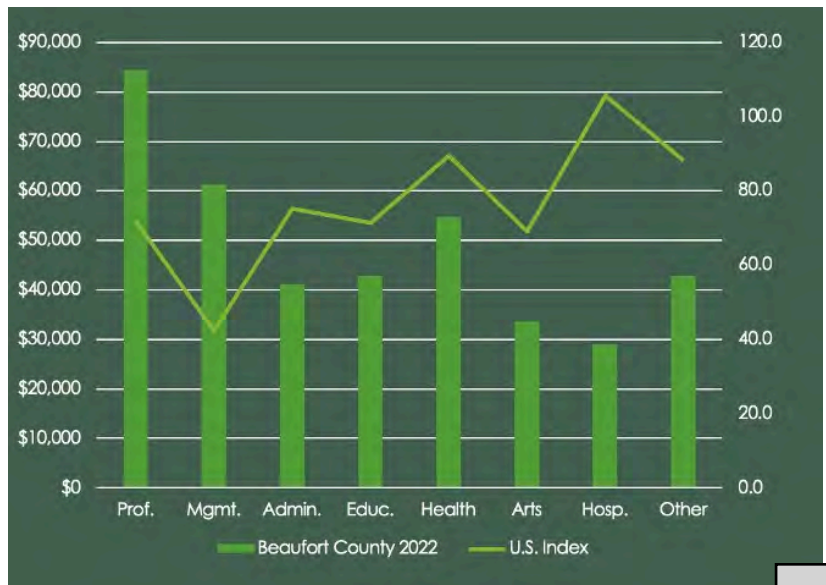


The following charts were shared as part the of Beaufort Chamber's 2024 Data dashboard presentation.

### Employment in Beaufort County by Sectors

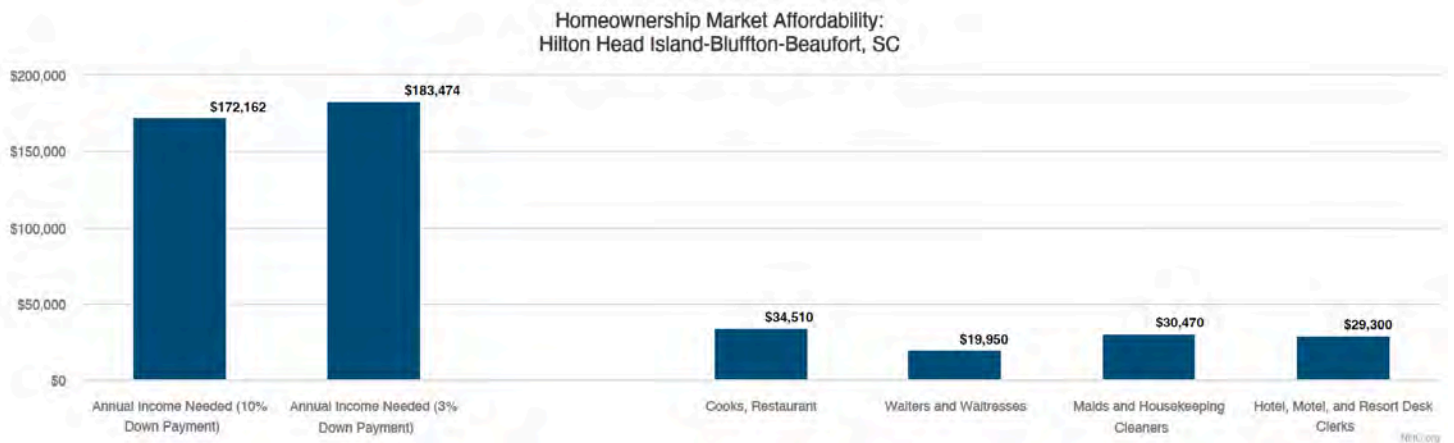
Based on this chart, the highest participation employment sectors in the County tend to produce the lowest wages for its workers, with hospitality being the lowest paid sector but one of the top three employment sectors. Hospitality workers on average are making less than \$30,000/year, and other service 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.

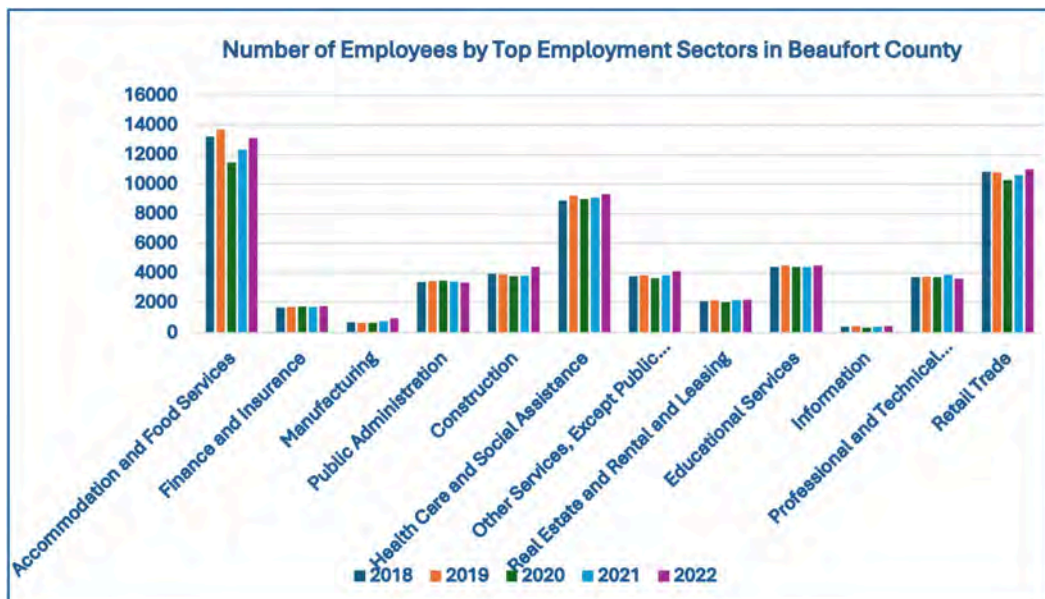
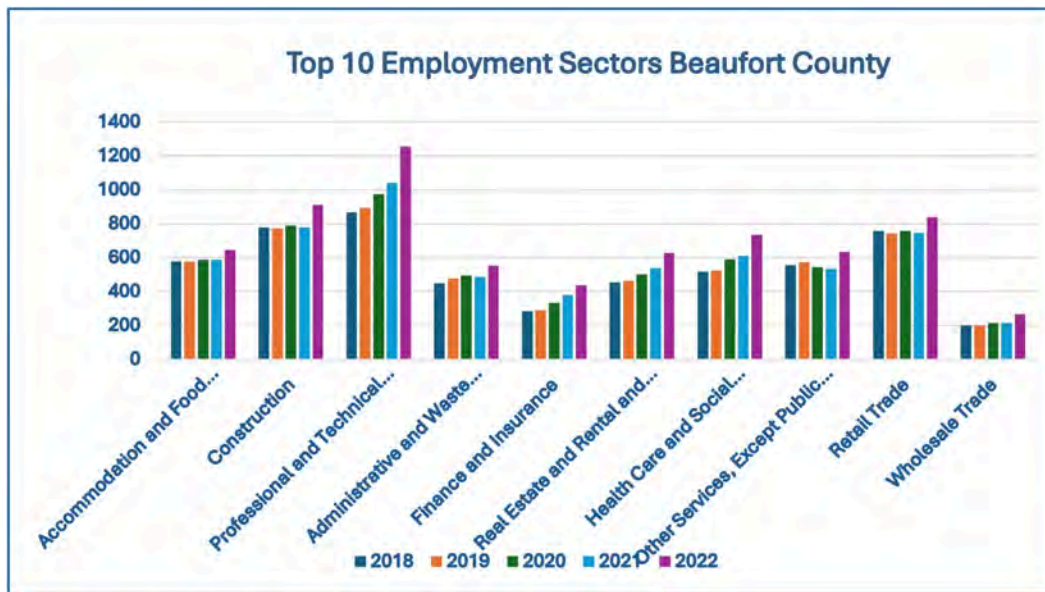




Based on the County's and the US Department of Housing and Urban Development's definition of affordable housing, a household that spends more than 30% of their income on housing - or more than three times their annual salary on buying a home, they are considered "cost-burdened". The following charts 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.

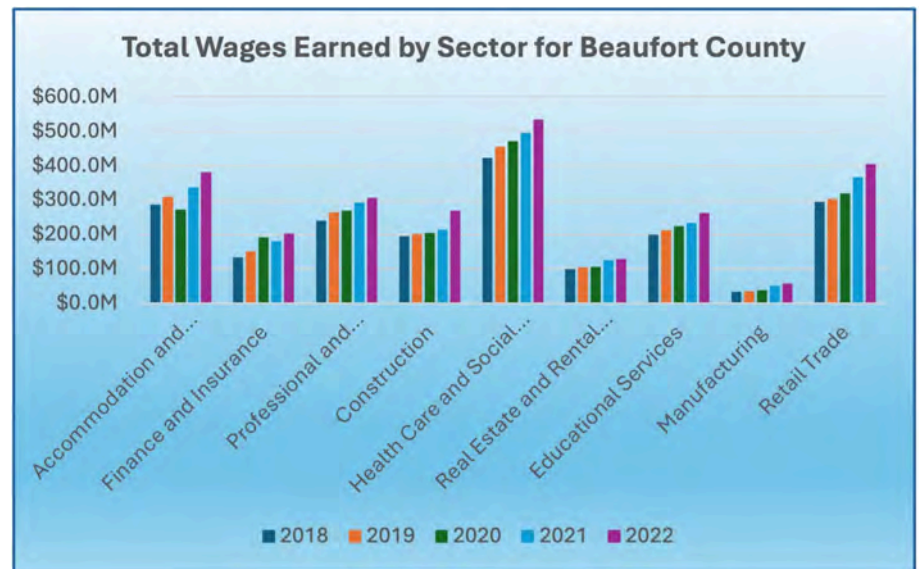


The 2024 Lowcountry Community Indicators Report - created by the Lowcountry Council of Governments (LCOG) in partnership with the Community Foundation of the Lowcountry (CFL) - is a centralized community resource highlighting key community indicators and trends in the lowcountry region including Beaufort 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.



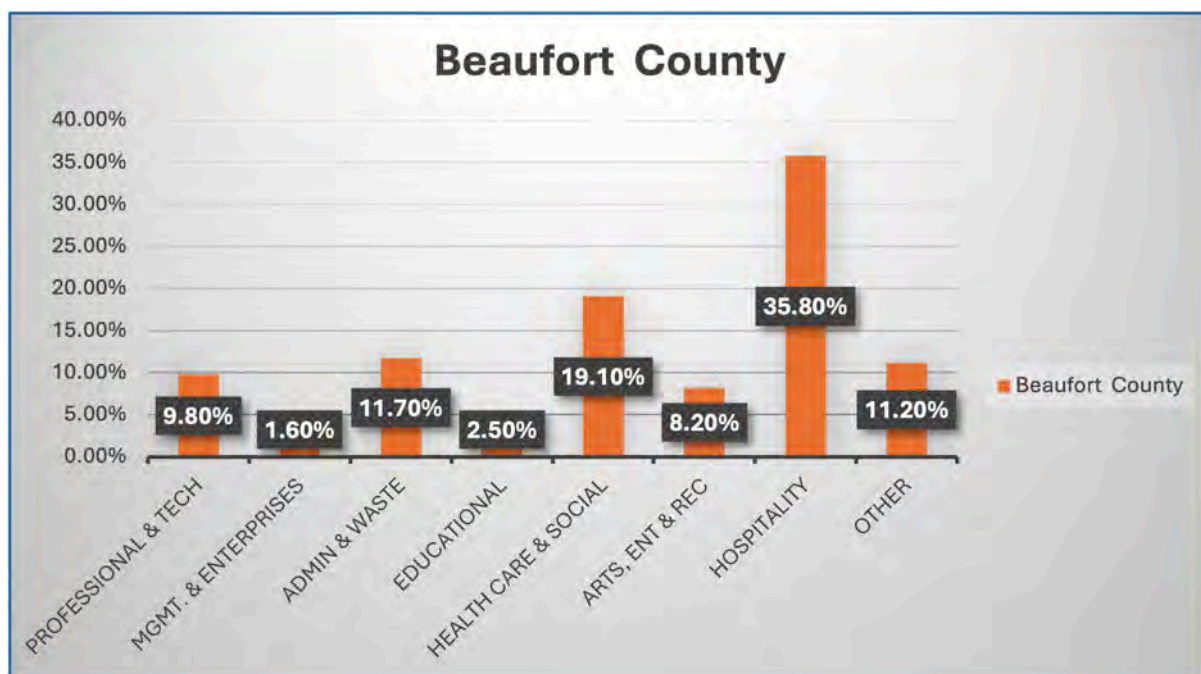


In addition to the significant number of individuals employed within these service sectors as highlighted above, the recent Beaufort Area Chamber of Commerce 2024 Data Dashboard report below indicated overall hospitality as one of the largest grossing employers in the County with Accommodations and Hospitality 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.

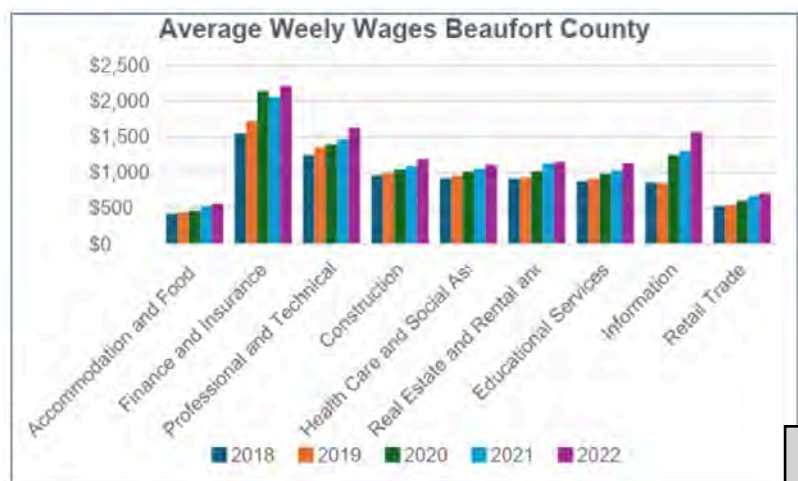
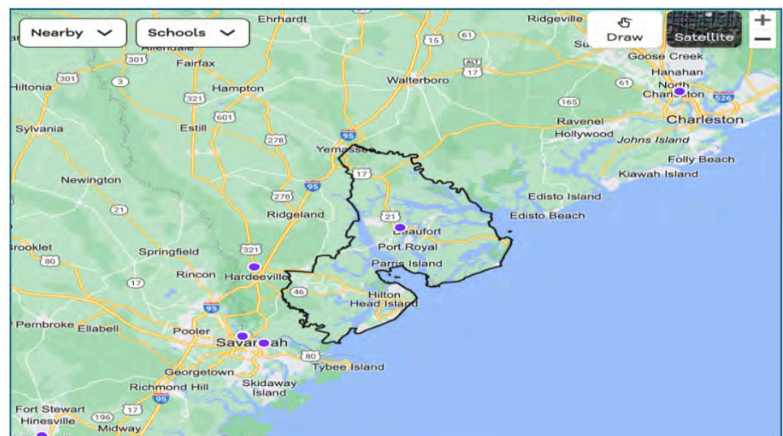
**Private, 1026 Leisure and hospitality, Beaufort County, South Carolina**

**Annual averages 2021 - 2022 , All establishment sizes**

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

| Summary Change Table <a href="#">Hide</a> |                       |                           |                    |                            |                           |
|---|-----------------------|---------------------------|--------------------|----------------------------|---------------------------|
| 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<br>(30% Income) | Affordable Ownership<br>(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.

| Year Built   | Government Subsidized |       |               |
|--------------|-----------------------|-------|---------------|
|              | 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%).



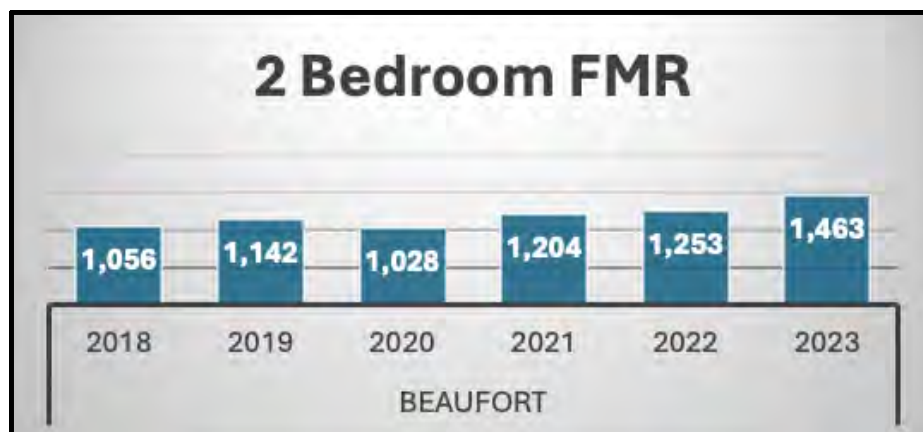
# Housing Market Analysis/Conditions

## 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.

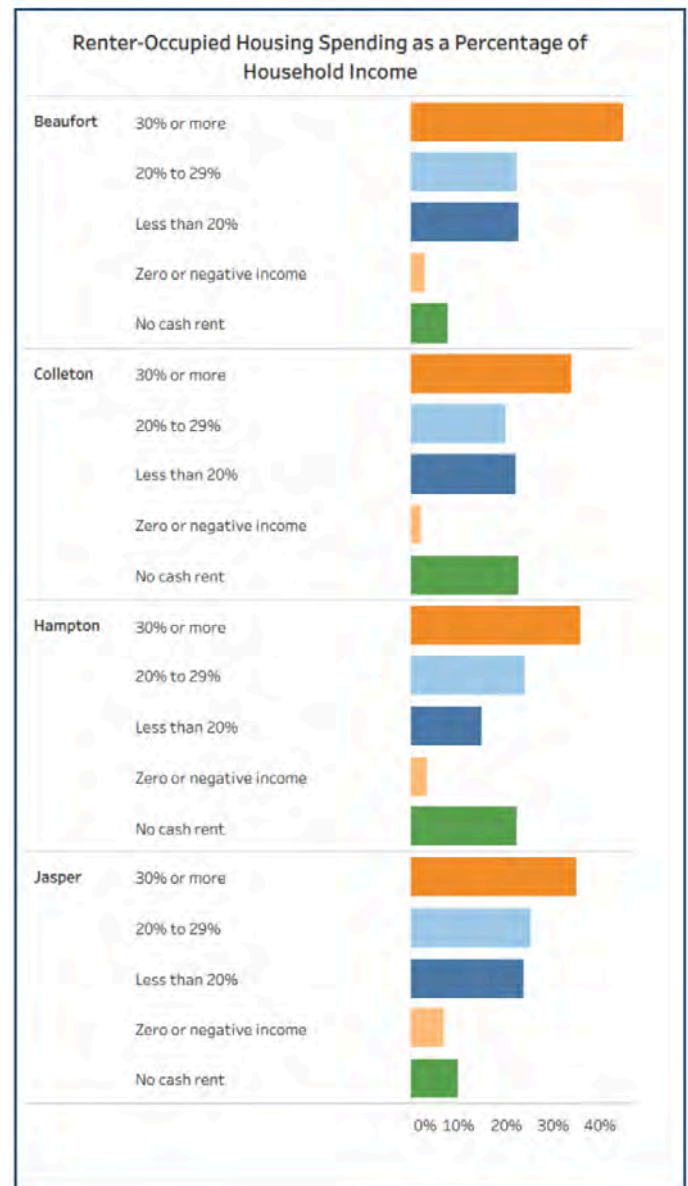


Over 64% of all rental units are priced above \$1,000/month, and 45% of renters in Beaufort County are cost-burdened and spending more than 30% of their monthly income on housing – the highest in the four-county region including Colleton, Hampton, and Jasper Counties. Furthermore, a December 2023 Market 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%            |

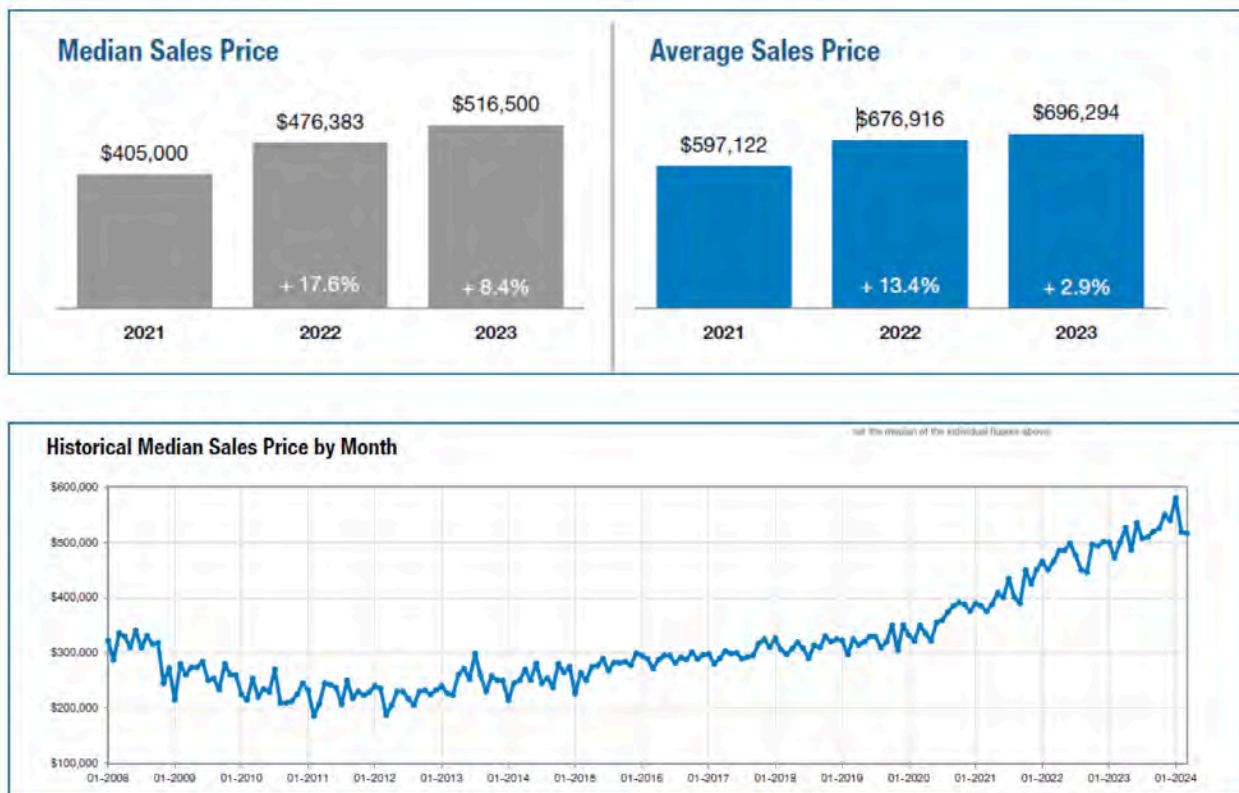
(<https://www.lowcountrycommunityindicators.org/>)



## 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.

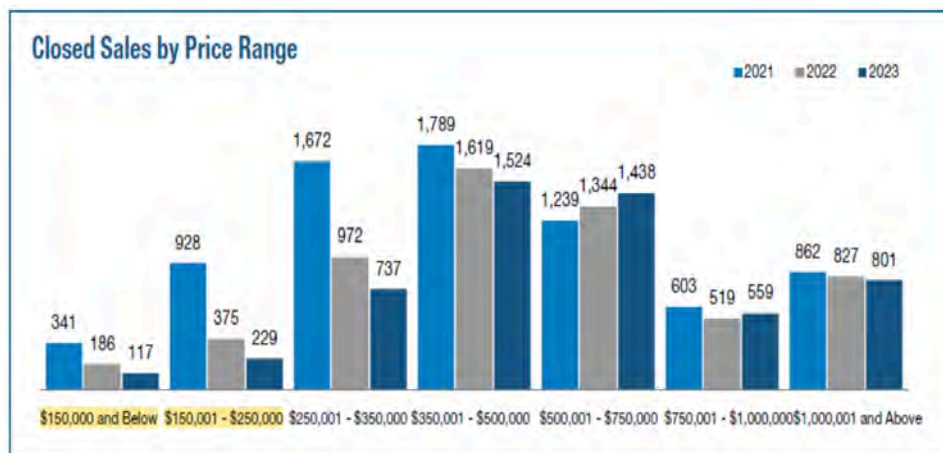
The Hilton Head Area Realtors Association, which tracks the county's housing market trends, estimated - as part of their 2023 Year-End Market Trend Analysis - a continued increase in the costs of homeownership for the Beaufort County region largely due to a 2-decade high mortgage rate increase – hovering 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.



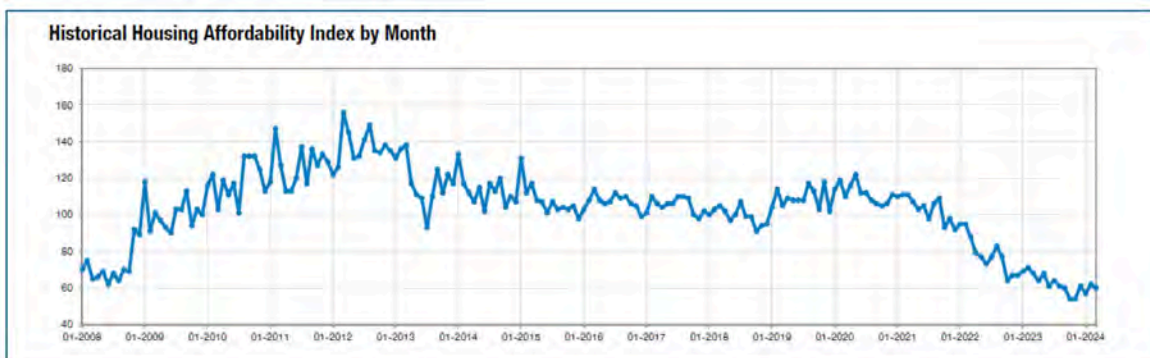
The number of housing units that sold below \$250,000 continued to decline in 2023 – consistent with a trend since 2021 – indicating a prolonged deficit in the affordable housing inventory for Beaufort County. The above graph shows that prices have continued to increase rather than stabilize. In the 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.



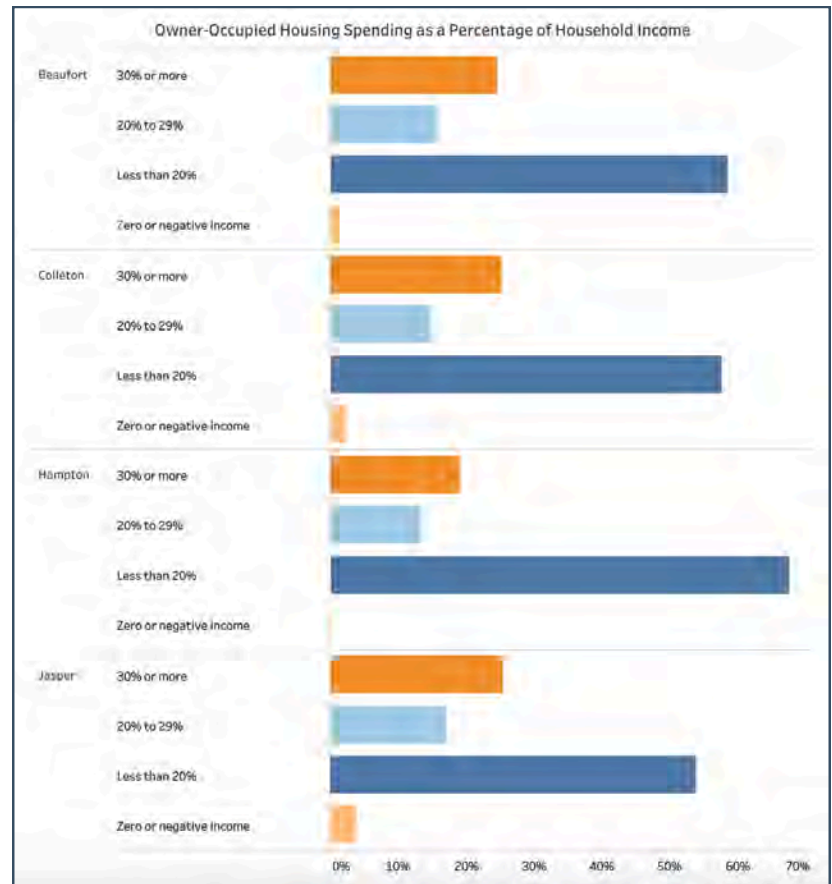
In addition, the Housing Affordability Index – a measure of the necessary median household income to qualify for the purchase of median-priced home in a region – has continued to decline for Beaufort County since 2022. With a higher number meaning greater affordability, the Index is currently at 60 - 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.

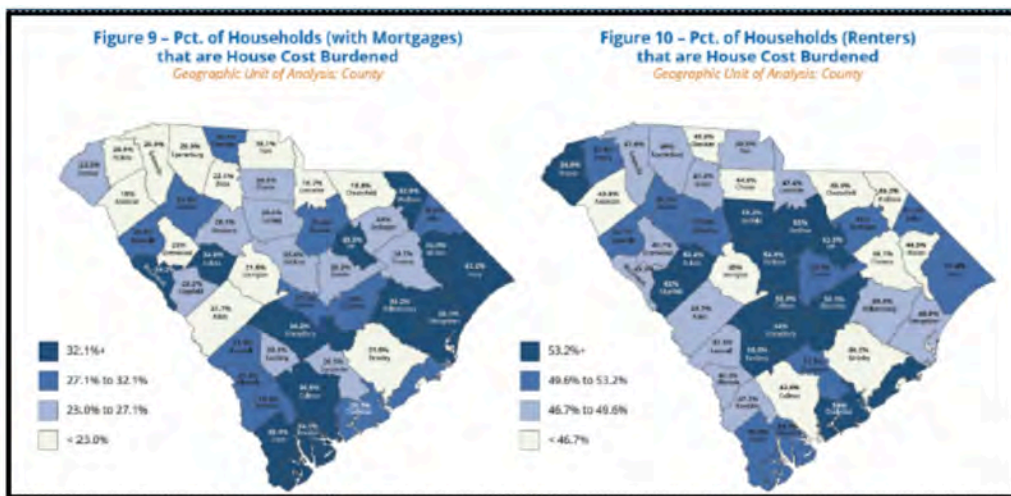
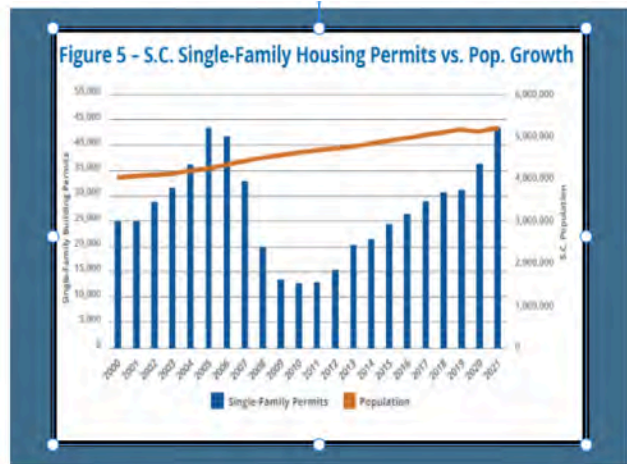
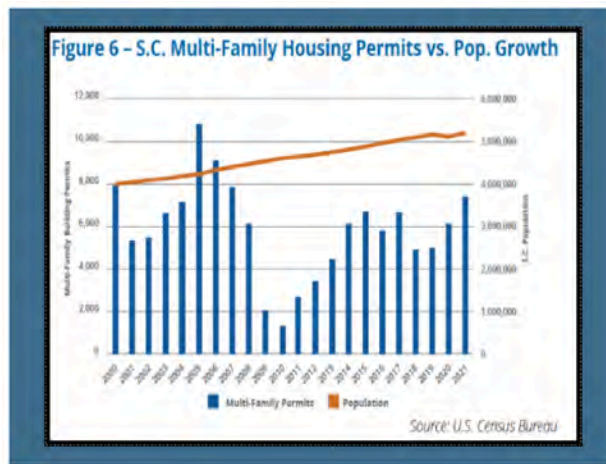


## Housing Market Conditions

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.

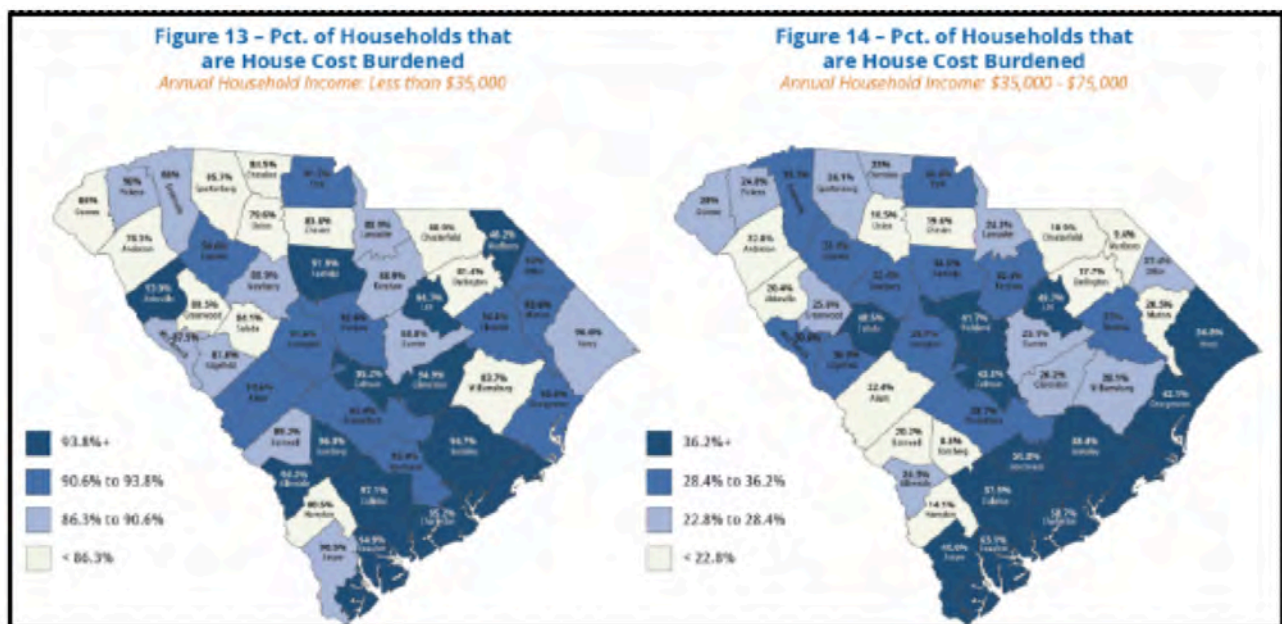
As mentioned earlier, housing affordability is usually measured by examining the extent to which families are considered to be housing cost-burdened, therefore approximately 50 percent of renting households and 25 percent of households with a mortgage are housing cost-burdened in South Carolina. Examining 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.



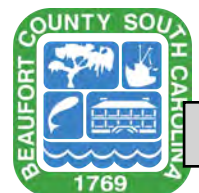
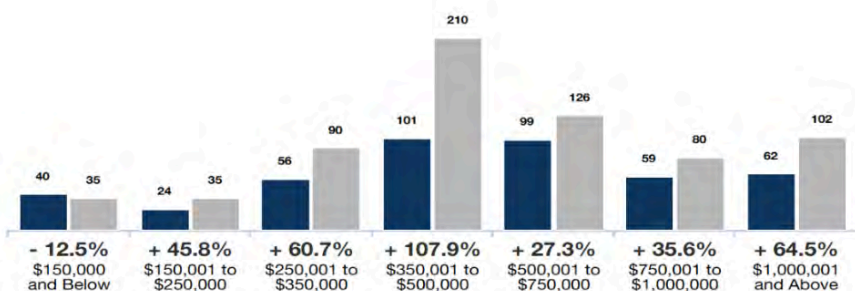
\*Beaufort-Jasper County Realtors Association (BJRA)

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.

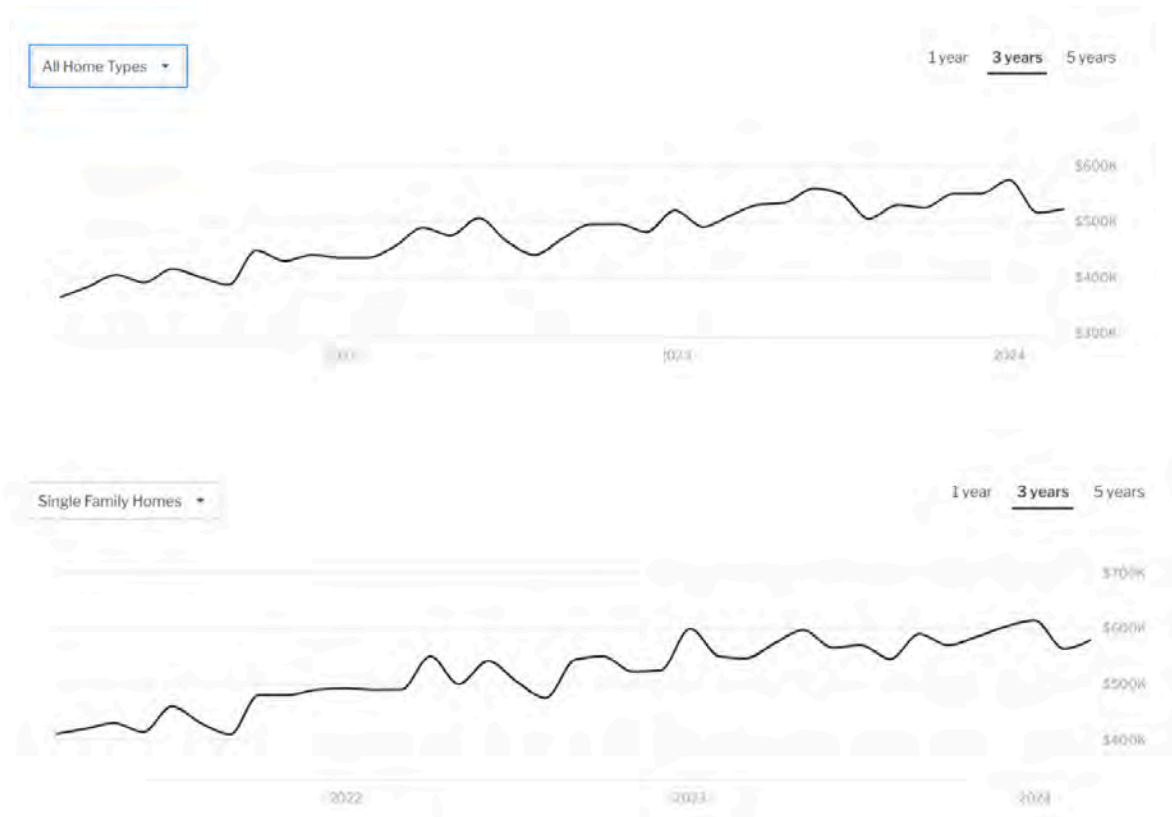
Based on Nerdwallet.com, current mortgage rates on average for the area are over 7 % for a 30-year fixed mortgage and 6.50% for a 15-year fixed mortgage, but - as mentioned - this depends on downpayment and credit score. Many lower income workers do not have significant savings for a down payment and 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.



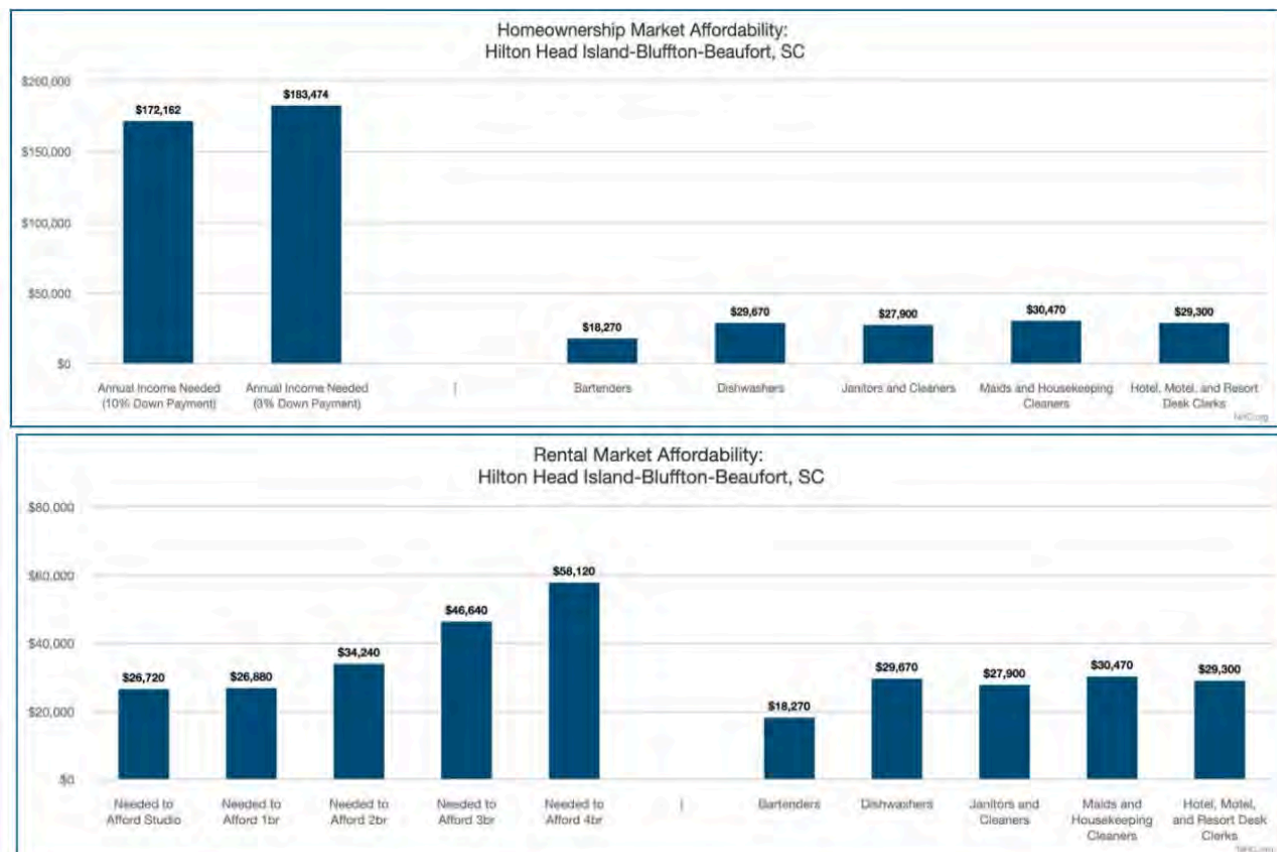
Beaufort County's housing costs is significantly higher compared to many neighboring cities and counties. The overall cost of living in Beaufort County is approximately 3% lower than the National average yet 6% higher than that of Savannah, GA and only 1% lower than that of Charleston, SC – two much-larger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



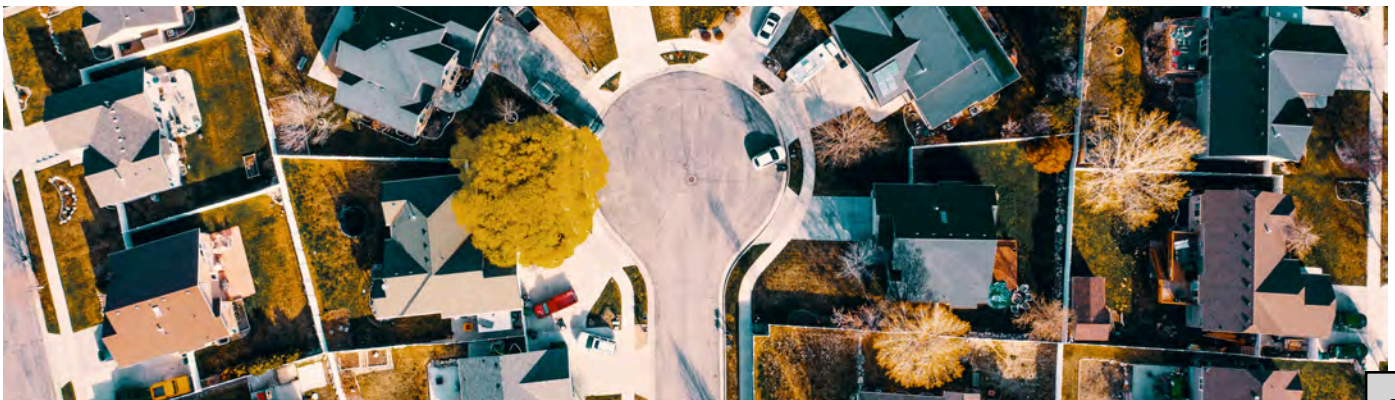
As outlined in Beaufort County's adopted 2040 Comprehensive Plan, the County is committed to a diverse community that balances growth, attracts business and employment opportunities, preserves the areas fragile environment, ensures affordable housing options, and maintains quality of life for all residents 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 <b>Finance</b>   |
| 1/10/2023 | Senate | Introduced and read first time (Senate Journal-page 178)                                |
| 1/10/2023 | Senate | Referred to Committee on <b>Finance</b> (Senate Journal-page 178)                       |
| 3/22/2023 |        | Scrivener's error corrected   |
| 3/22/2023 | Senate | Committee report: Favorable <b>Finance</b>  |
| 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 <b>Ways and Means</b> (House Journal-page 9)                   |
| 5/4/2023  | House  | Committee report: Favorable with amendment <b>Ways and Means</b> (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](#)

[05/10/2023](#)

5/26/2023 Act No. 57

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[12/07/2022](#)

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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 17<sup>th</sup> day of May, 2023.

Approved the 19<sup>th</sup> day of May, 2023.

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## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 3.

|  |
|--|
| <b>ITEM TITLE:</b>   |
| 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  |
| <b>MEETING NAME AND DATE:</b>  |
| Community Services and Land Use Committee<br>September 9, 2024   |
| <b>PRESENTER INFORMATION:</b>  |
| Audra Antonacci – Ogden, ACA<br>5 minutes  |
| <b>ITEM BACKGROUND:</b>  |
| 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. |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| Amend Beaufort County Code of Ordinances Chapter 46 Health and Sanitation, Article VI Alcohol and Drug Abuse Board   |
| <b>FISCAL IMPACT:</b>  |
| <i>There would be no direct fiscal impact on the County.</i>   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends approval of the Ordinance amending the Beaufort County Code of Ordinances Chapter 46 Health and Sanitation IV Alcohol and Drug Abuse Board.   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| <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><br><i>Next Step move forward to County Council on September 23<sup>rd</sup>, 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

## ARTICLE IV. ALCOHOL AND DRUG ABUSE<sup>1</sup>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.
- ( )

<sup>1</sup>Cross reference(s)—Boards and commissions, § 2-191 et seq.

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(Code 1982, § 6-28)

**Secs. 46-123—46-150. Reserved.**





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 4.

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| <b>ITEM TITLE:</b>   |
| <b>RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600 009 000 0030 0000 AND ALSO KNOWN AS RAWSTROM ROAD.</b>   |
| <b>MEETING NAME AND DATE:</b>  |
| Community Services and Land Use Committee, October 14, 2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Amanda Flake, Natural Resource Planner   |
| <b>ITEM BACKGROUND:</b>  |
| Rural and Critical Land Preservation Board recommended approval for due diligence on 11/9/23, Council recommended on January 8, 2024<br>RCLP Board recommended approval for purchase on August 8, 2024   |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| Rawstrom Road fee is recommended for purchase. Purchase would protect 12 acres adjacent to Altamaha Heritage Preserve (DNR) and allow for public access adject to DNR; property is in Okatie watershed. Property is TMS# <a href="#">R600 009 000 0030 0000</a> and property appraised for a purchase price of \$1,870,000.<br>RCLP funds remain for this purchase and all other projects currently recommended for due diligence, “in the pipeline” |
| <b>FISCAL IMPACT:</b>  |
| \$1,870,000 Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends approval  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| Motion to approve purchase for Rawstrom Road<br>Motion to modify purchase for Rawstrom Road<br>Motion to reject purchase for Rawstrom Road   |

**RESOLUTION 2024/\_\_\_\_\_****A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS # R600 009 000 0030 0000 AND ALSO KNOWN AS RAWSTROM ROAD FEE.**

**WHEREAS**, Seller wishes to sell and Purchaser wishes to purchase the development rights on property currently identified as TMS# R600 009 000 0030 0000 of +/- 11.66 acres and also known as Rawstrom Road Fee; collectively hereinafter “Rawstrom” and

**WHEREAS**, the purchase of development rights of Rawstrom has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

**WHEREAS**, the Property is within unincorporated Beaufort County and provides expansive views to the marshes of Okatie River from Rawstrom Road, and Camp St. Mary’s Road, immediately adjacent to DNR Altamaha Heritage Trust Preserve and across the Okatie River from RCLP property known as Pinckney Point,

**WHEREAS**, the proposal to purchase development rights for Rawstrom is for a fee simple acquisition with a purchase price up to \$1,870,000 plus closing costs; and

**WHEREAS**, the proposed purchase Rawstrom was presented to the Rural and Critical Land Preservation Board (RCLPB) at the August 8, 2024 meeting and the RCLPB unanimously recommended approval of the purchase; and

**WHEREAS**, the proposed purchase of Rawstrom was presented to the Community Services and Land Use Committee on October 14, 2024 meeting at which time it was referred to County Council; 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 execute the necessary documents for the fee simple acquisition and purchase of Rawstrom;

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to \$1,870,000 plus closing costs for the purchase of real property identified as TMS# R600 009 000 0030 0000 and also known as Rawstrom.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



## Project Analysis: Rawstrom Road Fee

### PROPOSAL FOR: Fee Purchase

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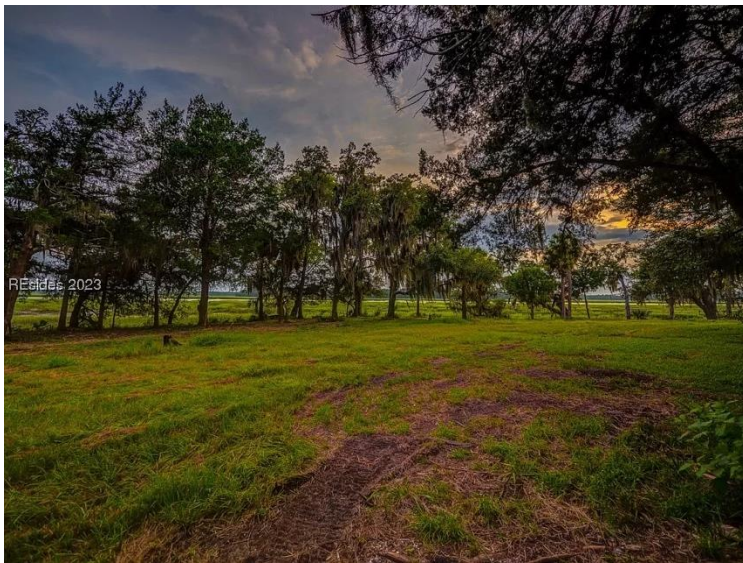
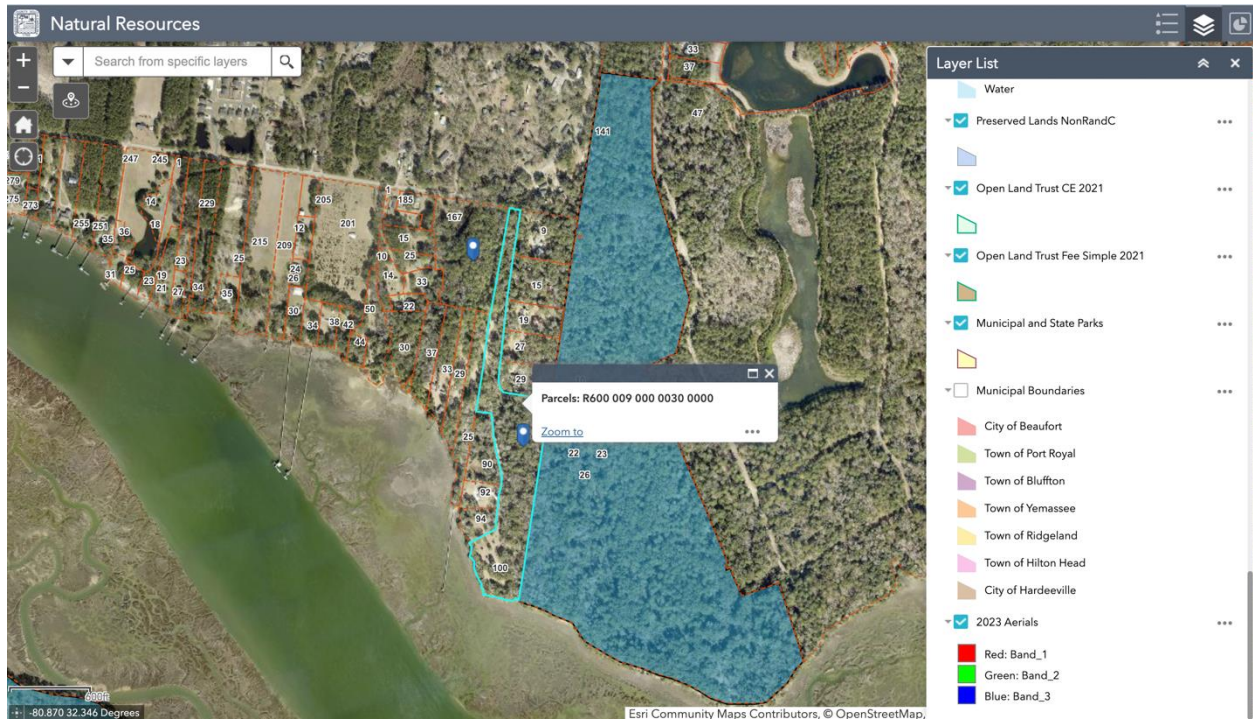
|                          |   |
|--------------------------|---|
| • PROPERTY ID:           | TMS# <a href="#">R600 009 000 0030 0000</a> |
| • OWNER:                 | New South Livin LLC                         |
| • ACREAGE:               | 11.66 acres                                 |
| • PARTNERS:              | N/A   |
| • TOTAL PRICE:           | \$1,870,000                                 |
| • PRICE Negotiated/Acre: | \$160,377                                   |
| • RCLPP FUNDS:           | \$1,870,000                                 |
| • APPRAISED VALUE:       | \$1,870,000                                 |
| • ZONING:                | T2-Rural                                    |
| • COUNCIL DISTRICT:      | 5 (Passiment)                               |
| • LOCATION:              | 100 Rawstrom Drive, Okatie SC               |

#### Project Location and Attributes:

- Property is located off Bailey Road, **adjacent to SCDNR Altamaha Heritage Trust Preserve**
- Would reduce construction immediately adjacent to HTP and facilitate county access
- Lot includes the private road for access

#### Purchase and Cost Structure:

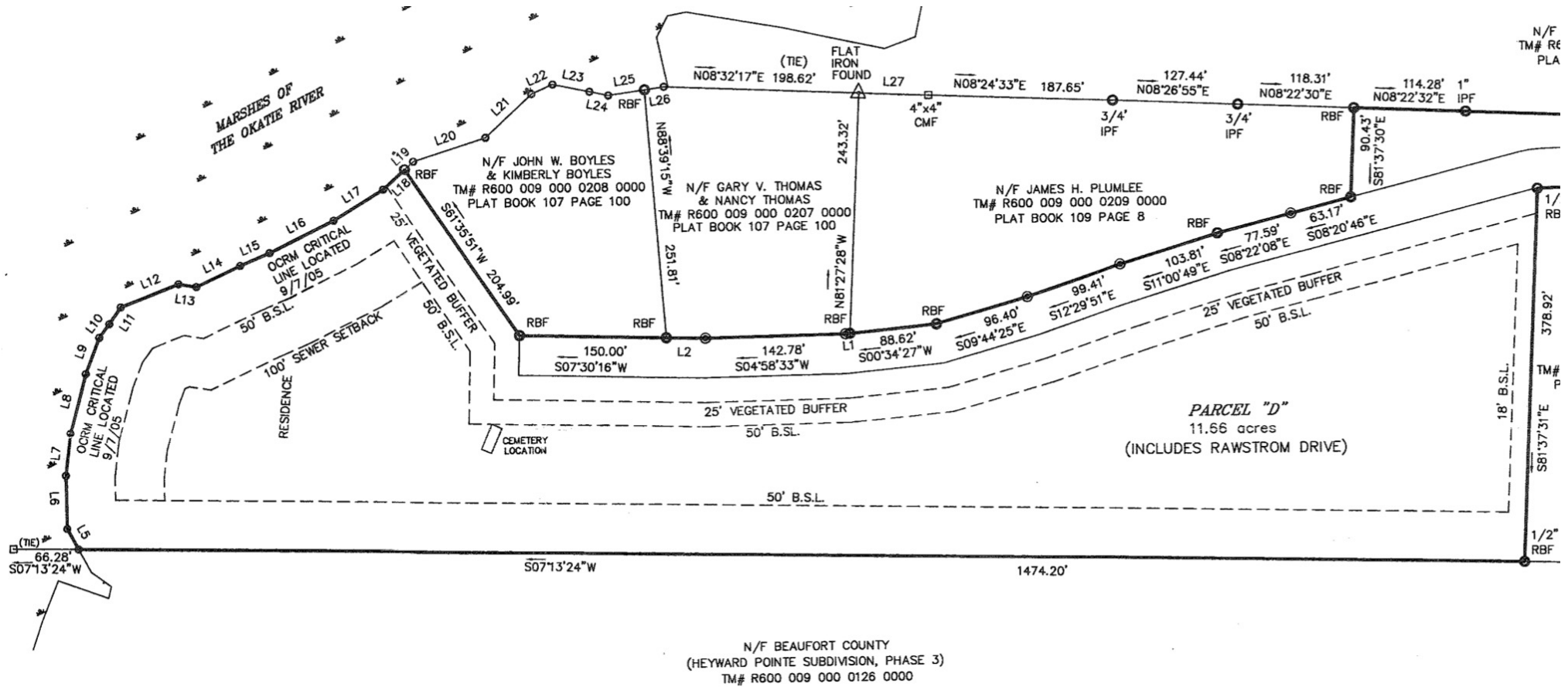
- Fee for Passive park
- Neighboring 8.5 acres may also be available (167 Old Bailey Road)
- **Cemetery access remains (4 headstones)**





# Rawstrom listing







STATE OF SOUTH CAROLINA       )  
   )  
 COUNTY OF BEAUFORT               )       **AGREEMENT TO SELL AND  
 PURCHASE REAL PROPERTY**

**THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between **NEW SOUTH LIVING LLC** ("Seller") and **BEAUFORT COUNTY**, a subdivision of the State of South Carolina ("Purchaser"); hereinafter collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Parties hereto had preliminary discussions with regards to the sale and purchase of certain real property located near Beaufort in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said sale and purchase.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises and covenants herein contained the Parties agree as follows:

1.       **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain real property containing approximately eleven acres and sixty-six hundredths (11.66 ) acres with **TMS# R600 009 000 0030 0000** commonly known as "Rawstrom Road Fee" and as further described in Exhibit A attached hereto and incorporated herein by reference; hereinafter collectively referred to as the "Property".
2.       **Purchase Price.** The purchase price of the Property shall be ONE MILLION EIGHT HUNDRED AND SEVENTY THOUSAND (\$1,870,000) Dollars ("Purchase Price").
3.       **Conveyance of Title.** The Seller shall convey fee simple title of the Property to the County. Seller agrees to convey the Property by marketable title, free and clear of all liens and encumbrances whatsoever and those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.
4.       **Survey.** Purchaser engaged TGS land surveyors, licensed in South Carolina, to prepare an update to boundary survey of the Property (the "Survey"), which shall be certified to Purchaser and the title insurers.
5.       **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the Property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

a) **Inspection Period.** Purchaser may cancel this Agreement at any time prior to November 31, 2024 (the “Inspection Period”). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller’s receipt of written cancellation notice, and neither party shall have any further obligations hereunder.

b) **Right of Access for Inspection.** Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser’s expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys title of the Property to Purchaser.

a) **Closing.** The Closing shall occur on or before December 31, 2024 (“Closing Date”) at the office of Purchaser’s attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) **Closing Costs and Prorations.** All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any years prior to 2024 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing Date (at such times as Purchaser may reasonably request) a Limited Warranty Deed, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller’s representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

10. **Default.** If Purchaser or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller’s obligations under this Agreement, or terminate this Agreement with a written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.

11. **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:

TO PURCHASER:

Beaufort County  
Attn: Amanda Flake  
Post Office Drawer 1228  
Beaufort, SC 29901-1228  
E-mail: aflake@bcgov.net  
(843) 255-2140

Copy to:

Beaufort County  
Post Office Box 1228  
Beaufort, SC 29901  
Attn: Brittany Ward, County Attorney  
Email: bward@bcgov.net  
(843) 255-2025

Thomas A. Bendle, Jr.  
Howell, Gibson and Hughes PA  
Post Office Box 40  
Beaufort, SC 29901  
(843) 522-2400  
Email: tbendle@hghpa.com

TO SELLER:

New South Living LLC

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12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between the Parties. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agent shall be valid or enforceable unless embodied in this Agreement.

16. **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.

17. **Severability.** If any portion of this Agreement 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 Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **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.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or its 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 terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement, and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both Parties agree in writing to a reasonable extension.

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.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
Michael Moore  
*Beaufort County Administrator*

WITNESSES:

\_\_\_\_\_

SELLER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_

Exhibit A

PROPERTY DESCRIPTION

Beaufort County Tax Map: **TMS# R600 009 000 0030 0000**





# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 5.

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| <b>ITEM TITLE:</b>  |
| <b>RECOMMEND APPROVAL OF A RESOLUTION COMMITTING FUTURE FISCAL YEAR FUNDS TO BEAUFORT JASPER WATER SEWER AUTHORITY'S EFFORTS TO EXTEND ITS PUBLIC SEWER SYSTEM AND FACILITATE THE CONVERSION OF CUSTOMERS FROM SEPTIC TO SEWER IN THE ALLJOY NEIGHBORHOOD AREA IN BLUFFTON TO PROMOTE PUBLIC HEALTH AND ENVIRONMENTAL SAFETY</b>  |
| <b>MEETING NAME AND DATE:</b>   |
| County Council – October 28, 2024   |
| <b>PRESENTER INFORMATION:</b>   |
| Michael Moore, County Administrator OR Hank Amundson, Special Assistant to the County Administrator<br>(5 minutes)  |
| <b>ITEM BACKGROUND:</b>   |
| <p>Studies have shown the negative effects of failing septic systems on water quality in Lowcountry watersheds and specifically the May River watershed. Contamination linked to failing septic systems in the Alljoy neighborhood area in Bluffton have been shown to contribute high levels of fecal coliform bacteria to the May River waters. This negatively impacts public health, the environment, and the ability to harvest seafood from the river.</p> <p><i>On October 14, 2024, the Community Service and Land Use Committee unanimously voted to recommend to County Council that they approve a Resolution committing \$1,000,000.00 in the upcoming fiscal year 2026 funds toward the project. (Presented to the Committee by BJWSA's representative, Charlie Stone)</i></p> |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| <p>Arising out of a presentation to the Community Services and Land Use Committee on October 14th, 2024, made by Beaufort Jasper Water Sewer Authority, concerning a public health initiative/project to eliminate failing septic systems in the Alljoy neighborhood area in Bluffton. This presentation was brought to Council in an effort to take joint steps by the County and BJWSA to protect the May River watershed. After the presentation, a Resolution was requested by a Council member to be put forth to County Council committing \$1,000,000 of County funds in the upcoming fiscal budget year 2026 to support the project. The motion passed unanimously.</p>   |
| <b>FISCAL IMPACT:</b>   |
| <p>Staff, at the direction of County Council will submit a budget entry of the required funds (\$1,000,000.00) in the upcoming fiscal year budget for Council's consideration when approving the budget.</p>  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| <p><i>Staff recommends approval of the proposed Resolution.</i></p>   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| <b>Motion to APPROVE / DENY A RESOLUTION COMMITTING FUTURE FISCAL YEAR FUNDS TO BEAUFORT JASPER WATER SEWER AUTHORITY'S EFFORTS TO EXTEND ITS PUBLIC SEWER SYSTEM AND FACILITATE THE CONVERSION OF CUSTOMERS FROM SEPTIC TO SEWER IN THE ALLJOY NEIGHBORHOOD AREA IN BLUFFTON TO PROMOTE PUBLIC HEALTH AND ENVIRONMENTAL SAFETY.</b>  |



## RESOLUTION 2024/

**A RESOLUTION TO COMMIT FUTURE FISCAL YEAR FUNDS TO SUPPORT BEAUFORT JASPER WATER SEWER AUTHORITY’S EFFORTS TO EXTEND ITS PUBLIC SEWER SYSTEM AND FACILITATE THE CONVERSION OF CUSTOMERS FROM SEPTIC TANKS TO SEWER SYSTEM IN THE ALLJOY NEIGHBORHOOD AREA IN BLUFFTON TO PROMOTE PUBLIC HEALTH AND ENVIRONMENTAL SAFETY**

**WHEREAS**, Beaufort County recognizes the critical importance of the beautiful natural resources in the area; and

**WHEREAS**, the May River is identified as a key natural resource in Beaufort County; and

**WHEREAS**, studies have identified failing septic systems in the Alljoy neighborhood area in Bluffton as a contributor to the contamination of the May River watershed, affecting public health and environmental health for residents and businesses; and

**WHEREAS**, Beaufort Jasper Water Sewer Authority (BJWSA) has set aside finds to undertake the initiative of extending its sewer system and assisting customers in converting from septic tank systems to a public sewer system in order to further public health and environmental health; and

**WHEREAS**, BJWSA is seeking additional state, federal, and other funds to make this initiative a reality by fully funding the project; and

**WHEREAS**, County Council desires to financially support this important project; and

**WHEREAS**, Funds committed by County Council will assist BJWSA in both its funding of the project as well as strengthen their application for additional funds; and

**WHEREAS**, The County is committed to protecting natural resources such as the May River watershed.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** in a meeting duly assembled that Council hereby commits to, in the upcoming fiscal year’s budget, allocate \$1,000,000.00 towards this BJWSA initiative and project as another contribution to efforts to protect the May River watershed by eliminating failing septic systems.

Adopted this 28<sup>th</sup> day of October, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

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Sarah W. Brock, Clerk to Council



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 6.

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <b>Recommend approval of a contract change order for an additional \$10,958.49 in funding for the completion and closeout of the Fire Station 34 Project.</b>   |
| <b>MEETING NAME AND DATE:</b>   |
| Finance, Administration, and Economic Development Committee – September 23, 2024  |
| <b>PRESENTER INFORMATION:</b>   |
| Hank Amundson, Special Assistant to the County Administrator (5 minutes)  |
| <b>ITEM BACKGROUND:</b>   |
| <p>Station 34 in Okatie was brought to Public Facilities &amp; Safety Committee for approval of an extension and budget approval in September of 2023. Council approved a change order of \$195,191.75, and added \$101,793.00, bringing the total contract total to \$1,449,184.75.</p> <p>The Project Team worked with the Contractor to reach substantial completion to achieve occupancy and satisfaction with the project.</p> <p>The project did not officially close-out until later in the year due to generator delivery/install and a request by the County to receive final as-built plans from the Contractor for future maintenance.</p> <p>Upon the receipt of final billing in late July, 2 final change orders, totaling \$10,958.49, were presented for unforeseen floor repair discovered in the final renovation process. After investigating, Staff at the time authorized the action. These actions have been deemed legitimate by current staff and a 3<sup>rd</sup> party contractor. The Change order total is \$10,958.49.</p> <p>This amount would normally not need to come to Committee of Council for approval, however, since the previous contingency was exceeded and the contract amount increased by Council in December, this final expense does require approval.</p> |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| This project has been a rocky one with high staff turnover and contractor disputes. This final request will close the project out and the County and Bluffton Township are satisfied with the final product.  |
| <b>FISCAL IMPACT:</b>   |
| \$10,958.49 to be paid from Account # 4000-80-1330-54420 CIP Contingency Fund   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| <b>Staff recommends approval of an additional \$10,958.49 in funding for the completion and closeout of the Station 34 Project</b>  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| <b>MOTION TO APPROVE/DENY “Recommend approval of an additional \$10,958.49 in funding for the completion and closeout of the Station 34 Project”</b>  |
| <b>MOVE FORWARD TO COUNCIL FOR FIRST APPROVAL ON OCTOBER 14, 2024</b>   |







# AIA® Document G702® – 1992

## Application and Certificate for Payment

|                    |  |                   |   |   |   |
|--------------------|--|-------------------|---|---|---|
| <b>TO OWNER:</b>   | Beaufort County Facility Management<br>120 Shanklin Road<br>Beaufort, SC 29906 | <b>PROJECT:</b>   | Sun City EMS/Fire Renovations<br>25 Williams Pope Drive<br>Bluffton, SC | <b>APPLICATION NO:</b> 013 FINAL          | <b>Distribution to:</b>                               |
| <b>FROM</b>        | Brantley Consultation Services, LLC  | <b>VIA</b>        | Email   | <b>PERIOD TO:</b> July 12, 2024           | <b>OWNER:</b> <input checked="" type="checkbox"/>     |
| <b>CONTRACTOR:</b> | 8300 Dorchester Road<br>N Charleston, SC 29418                                 | <b>ARCHITECT:</b> | Beaufort Design Build<br>2 Fire Station Lane<br>Seabrook, SC 29440      | <b>CONTRACT FOR:</b> General Construction | <b>ARCHITECT:</b> <input checked="" type="checkbox"/> |
|                    |  |                   |   | <b>CONTRACT DATE:</b> January 13, 2022    | <b>CONTRACTOR:</b> <input type="checkbox"/>           |
|                    |  |                   |   | <b>PROJECT NOS:</b> / /                   | <b>FIELD:</b> <input type="checkbox"/>                |
|                    |  |                   |   |   | <b>OTHER:</b> <input type="checkbox"/>                |

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$1,234,000.00

2. NET CHANGE BY CHANGE ORDERS ..... \$226,143.24

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$1,460,143.24

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$1,460,143.24

#### 5. RETAINAGE:

a. 0.00 % of Completed Work ..... \$0.00  
(Column D + E on G703)

b. 0.00 % of Stored Material ..... \$0.00  
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$1,460,143.24  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$1,262,957.33  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$197,185.91  
(Line 3 less Line 6)

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS    | DEDUCTIONS   |
|--|--------------|--------------|
| Total changes approved in previous months by Owner | \$258,684.75 | \$43,500.00  |
| Total approved this Month                          | \$10,958.49  | \$0.00       |
| TOTALS   | \$269,643.24 | \$43,500.00  |
| NET CHANGES by Change Order                        |              | \$226,143.24 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By:  Date: July 12, 2024

County of: Dorchester

Subscribed and sworn to before me this day of

Notary Public: Joanie MacLean  
My Commission expires: June 06, 2032

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$197,185.91  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



FLOOR EPOXY DAMAGE







# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 7.

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <b>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</b>   |
| <b>MEETING NAME AND DATE:</b>   |
| Public Facilities and Safety Committee; August 19, 2024   |
| <b>PRESENTER INFORMATION:</b>   |
| Jared Fralix, Assistant County Administrator – Infrastructure<br>5 Minutes  |
| <b>ITEM BACKGROUND:</b>   |
| 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.  |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| 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. |
| <b>FISCAL IMPACT:</b>   |
| Income from lease in accordance with the Beaufort County Lease Policy. The applicable section of the lease policy reads:<br><br><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>   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| Approve a lease with LRTA at nominal rate for use of the property as a bus storage facility   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| Motion to disapprove.<br><br>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 7.

91 Grober HI Rd

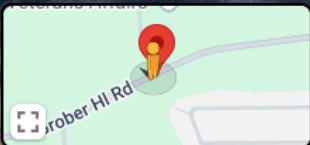
Beaufort, South Carolina



Google Street View

Apr 2022

[See more dates](#)



Google

339



|                         |   |                        |
|-------------------------|---|------------------------|
| STATE OF SOUTH CAROLINA | ) |                        |
|                         | ) | <b>REAL PROPERTY</b>   |
| COUNTY OF BEAUFORT      | ) | <b>LEASE AGREEMENT</b> |

**THIS REAL PROPERTY LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024("Lease"), by and between **Beaufort County**, a political subdivision of the State of South Carolina, ("Landlord") and **Lowcountry Regional Transportation Authority** ("Tenant"), collectively referred to as the "Parties".

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

**I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 316 Castle Rock Road, Beaufort, SC 29906 with the current Parcel Number R100 031 000 039A 0000, hereinafter referred to as "Premises".

**II. TERM**

- 2.1 *Term.* The Lease Term shall be for a term of one (1) year ("Tenancy") commencing on October 1, 2024, ("Commencement Date") and terminating on September 30, 2025 ("Termination Date").
- 2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period of one (1) year. This Lease may only be renewed up to four (4) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any Renewal Term. The terms set forth in this Paragraph shall collectively be referred to hereafter as a "Renewal Term".

**III. RENTAL PAYMENT**

- 3.1 *Payment of Rent.* Tenant shall pay to Landlord **One Dollars (\$1.00)** in yearly base rental payments ("Rent") during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

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

- 3.2 *Renewal Rate.* The Rent shall remain the same for any Renewal Term.
- 3.3 *Late Payment of Rent.* Any Rent not paid within ten (10) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of five percent (5%) of the sum then due.

**IV. UTILITIES.** Tenant shall be responsible for paying one hundred (100%) percent of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges,

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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 \_\_\_\_\_



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

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| <b>ITEM TITLE:</b>   |
| <b>A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION</b>  |
| <b>MEETING NAME AND DATE:</b>  |
| Public Facilities & Safety Committee – October 21, 2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Jon Rembold, Airports Director<br>5 minutes  |
| <b>ITEM BACKGROUND:</b>  |
| The Airports Board reviewed and recommended approval at its monthly meeting held on August 15, 2024.   |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| United Parcel Service, Inc., an Ohio Corporation, has expressed a desire to rent ten (10) assigned parking spaces located at 26 Hunter Road, Hilton Head Island, SC 29926.<br>This agreement will produce revenue for the airport at no cost to the airport. |
| <b>FISCAL IMPACT:</b>  |
| Beaufort County/Hilton Head Island Airport will receive a rate of \$1,000.00 per month and \$1,500.00 per month for the UPS Peak Spaces.<br>This agreement will produce revenue for the airport at no cost to the airport                                    |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends approval of a resolution to approve a parking space rental agreement between Beaufort County and United Parcel Service, Inc, an Ohio Corporation  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| Motion to approve /deny a resolution authorizing a parking space rental agreement between Beaufort County and United Parcel Service, Inc, an Ohio Corporation<br><b>Next step: County Council Meeting – October 28, 2024</b>                                 |



**RESOLUTION NO. 2024/\_\_\_\_\_****A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION**

**WHEREAS**, the Hilton Head Island Airport ("Airport") desires to enter into a parking space rental agreement with United Parcel Service, Inc., an Ohio Corporation ("Lessee"), that shall include reasonable rates; and

**WHEREAS**, the Lessee will engage in the business of providing additional staff parking space and desires to lease certain areas and facilities owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

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

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Parking Space Rental Agreement with United Parcel Service, Inc., an Ohio Corporation on the same, or substantially similar, terms set forth in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Parking Space Rental Agreement with United Parcel Service, Inc., an Ohio Corporation on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council



## HILTON HEAD ISLAND AIRPORT

**THIS DAILY PARKING SPACE USE AGREEMENT** (“Agreement”) is entered into on 1 October, 2024 by and between Beaufort County, a political subdivision of South Carolina (“Owner”) and **United Parcel Service, Inc, an Ohio Corporation** (“Customer”).

The Owner hereby provides to Customer, the use of ten (10) assigned parking spaces located at 26 Hunter Road, Hilton Head Island, SC 29926 (the “26 Hunter Road Spaces”) and fifteen (15) parking spaces at 28 Hunter Road, Hilton Head Island, SC 29926 (the “UPS Peak Spaces”), and as further described on Exhibit A, attached hereto and incorporated herein, for the sole purpose of parking.

### 1 – Term of Use and Payment

The term of this Agreement with respect to the 26 Hunter Road Spaces will commence on 1 October 2024 and will terminate on 30 September 2025. The term of this Agreement with respect to the UPS Peak Spaces will commence on 31 October 2024 and will terminate on 31 January 2025. After that time, this Agreement may be renewed up to four (4) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

Customer shall pay for the monthly use of 26 Hunter Road Spaces at a rate of \$1,000.00 per month. Customer shall pay for the monthly use of the UPS Peak Spaces at a rate of \$1,500.00 per month. Payments are due by the 20<sup>th</sup> of each month. Customer’s failure to pay the rate owed by the 20<sup>th</sup> of each month will result in an immediate termination of this Agreement. Payments should be mailed to Hilton Head Island Airport, 26 Hunter Road, Hilton Head Island, South Carolina 29926.

### 2 – Indemnification

Customer agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Customer or County, by reason of death or injury to persons or loss or damage to property, resulting from Customer's operations or acts or omissions of Customer's agents, servants, employees, officers, contractors, or anything done or omitted by Customer under this Agreement.

### 3 – Other Provisions

*Notices and Communication.* Any communication or notices required by this Agreement shall be provided to the Parties as follows:

AS TO COUNTY:

Airport Director  
26 Hunter Road  
Hilton Head Island, SC 29926

With a Copy to:

Beaufort County Staff Attorney  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

With a Copy to:

Beaufort County Administrator  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

**HILTON HEAD ISLAND**

A I R P O R T

AS TO CUSTOMER:

Mr. Tom Healey  
United Parcel Service, Inc., Real Estate Department  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328  
Office (404) 828-3668  
[thealey@ups.com](mailto:thealey@ups.com)

*Entire Agreement.* This document constitutes the entire agreement between parties. No promises or representation, other than those contained herein, have been made by the Owner to Customer.

*Amendment or Modification.* This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

*Applicable Law.* This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina

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

ATTEST:

BEAUFORT COUNTY

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By: \_\_\_\_\_  
Michael Moore, County Administrator

---

Date: \_\_\_\_\_

ATTEST:

CUSTOMER:

---

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

Date: \_\_\_\_\_



Exhibit A (1 of 2)  
26 Hunter Road Spaces





Exhibit A (2 of 2)  
UPS Peak Spaces







## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 9.

### ITEM TITLE:

Approval of Resolution to enter in a Local Public Agency (LPA) Agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan for various corridors in Beaufort and Jasper County. (\$55,000)

### MEETING NAME AND DATE:

Public Facilities and Safety Committee, October 21, 2024

### PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

5 Minutes

### ITEM BACKGROUND:

This project is a LowCountry Area Transportation Study (LATS) study and is being administered by Beaufort County. Funding will be provided through South Carolina Department of Transportation's (SCDOT) Local Planning Agency (LPA) Office.

### PROJECT / ITEM NARRATIVE:

Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:

1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island - approximately 36 miles
2. SC 170 from US 21 Bus. (Boundary St) to SC 46- approximately 24 miles
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles
4. SC 315 from US 17 to SC 46 - approximately 6 miles
5. SC 46 from US 17 to US 278 - approximately 17 miles
6. US 17 from SC 46 to SC/GA State line - approximately 14 miles
7. US 17 from Beaufort/Colleton County Line to 1-95 - approximately 14 miles
8. Argent Boulevard from US 278 to SC 170- approximately 4 miles
9. SC 462 from SC 170 to Snake Road - approximately 3 miles
10. Bluffton Parkway from SC 170 to US 278 - approximately 11 miles
11. Buckwalter Parkway from US 278 to SC 46 - approximately 4 miles
12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge - approximately 28 miles
13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr)- approx. 3 miles
14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128

(Savannah Hwy) - approximately 4 miles

15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

**FISCAL IMPACT:**

Total Cost is \$275,000. \$220,000 is funded through South Carolina Department of Transportation's (SCDOT) Local Planning Agency (LPA) Office and \$55,000 is to be locally matched by the County. The project will be funded from Capital Funds account 4000-80-1243-54500 with a balance of \$2,956,315.

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of the agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan for various corridors study.

**OPTIONS FOR COUNCIL MOTION:**

Approve/deny the agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan.

Move forward to County Council to approve/deny the agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan.

**RESOLUTION 2024 /\_\_****A RESOLUTION ESTABLISHING AN AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) AND BEAUFORT COUNTY TO ALLOCATE FUNDING TO IMPLEMENT AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN FOR VARIOUS CORRIDORS WITHIN THE LATS STUDY AREA**

**WHEREAS**, the County Council of Beaufort County, in association with Lowcountry Area Transportation Study (LATS) and Jasper County desires assistance from SCDOT to implement an ITS Master Plan for various corridors within the LATS study area; and

**WHEREAS**, the basis for the ITS Master Plan is to develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally; and

**WHEREAS**, the expectation of the ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments; and that includes elements for the County to maintain eligibility for federal transportation funding for ITS/Advanced Traffic Management Systems projects; and

**WHEREAS**, the SCDOT offers a grant through the Surface Transportation Block Grant Program (STBGP) that provides up to \$275,000.00 dollars of funding to Beaufort County through LATS to prepare an ITS Master Plan Study that crosses Beaufort and Jasper County jurisdictional lines; and

**WHEREAS**, the STBGP grant requires a local government cash match of 20 percent of the total \$275,000.00 requested, in the amount of \$55,000.00 dollars; and

**WHEREAS**, Beaufort County government will be responsible for 100% of the \$55,000 dollar match; and

**NOW, THEREFORE, BE IT RESOLVED, THAT COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** authorizes the County Administrator to fund a local match of \$55,000.00 for the preparation of the ITS Master Plan corridor study.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



South Carolina  
Department of Transportation

Item 9.

January 12, 2024

Mr. Jared Fralix, PE  
Assistant County Administrator  
Beaufort County  
100 Ribaut Road  
Beaufort, South Carolina 29902

RE: Qualification Determination – Multiple Management Plans

Dear Mr. Fralix:

The South Carolina Department of Transportation (SCDOT) has reviewed the County's request and it has been determined that the County is qualified to administer the following plans:

1. ITS Master Plan
2. SC 170 Access Management Plan
3. US 278 Access Management Plan

The County's approval will be effective for three years. During this period, the County is responsible for providing any changes to processes that were used to qualify them initially as a Local Public Agency (LPA). The County will not be required to reapply for administration of subsequent projects of similar or lessor scope within the three year certification period. However, the County will be required to submit an abridged LPA Qualifications Evaluation Form providing project specific information in order to initiate the agreement process.

This letter serves only as notification to the County of its approval to administer and manage these plans. No work shall begin (work includes any activities including, but not limited to, advertisement and hiring of consultants) until an executed financial agreement is issued by SCDOT *and* you receive a formal notice to proceed with these plans.

SCDOT looks forward to working with you to complete these plans. If you have any questions or require additional information, please do not hesitate to contact SCDOT's Regional Planning Manager, Mr. Lyle Lee at (803) 737-1345.

Sincerely,

Yolanda D. Byrd  
LPAA Coordinator

Enclosure

cc: Machael Peterson, Director of Planning  
Darrin Player, Chief Procurement Officer  
Susan Stone, Director of Contract Assurance  
Nicholas Pizzuti, Chief of Professional Services Contracting  
Christina Lewis, Statewide Planning Chief  
Lyle Lee, Regional Planning Manager  
File: ByrdYD/PlanningOffice



**AGREEMENT BETWEEN THE  
SOUTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
AND  
BEAUFORT COUNTY**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Beaufort County (hereinafter referred to as “SUBRECIPIENT”) and the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) (collectively “the Parties”).

**WITNESSETH THAT:**

WHEREAS, SUBRECIPIENT desires assistance from SCDOT to prepare a ITS Plan in the Lowcountry Transportation Area Study (LATS) region; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, SUBRECIPIENT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out SUBRECIPIENT's functions covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the Parties do hereby agree as follows:

**I. PROJECT DESCRIPTION:**

The Project will provide a regionally coordinated strategy to implement ITS within the region and help define a framework for ensuring institutional agreements and technical integration for ITS projects in the region due to congestion and anticipated growth.

EXHIBIT A (attached hereto and specifically made a part of this agreement) represents additional PROJECT details.

**II. OBLIGATIONS OF PARTIES**

**A. SCDOT WILL:**

1. Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III of this Agreement.

2. Identify an SCDOT employee, to serve as SCDOT's Contact for SUBRECIPIENT.
3. Review PROJECT deliverables as needed or required.
4. Perform all services required of SCDOT in accordance with SCDOT guidelines and policies.
5. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in performance of the work undertaken under this Agreement.

**B. SUBRECIPIENT WILL:**

1. Comply with the conditions noted in the SCDOT's qualifications letter dated January 12, 2024. This agreement is attached as Exhibit B and specifically made a part hereof.
2. Provide SCDOT, upon request, with copies of any deliverables produced for the PROJECT.
3. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.
4. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.
5. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCDOT and other State and Federal guidelines considered by SCDOT to be appropriate, including compliance with applicable sections of the SCDOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at <https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf>.
6. Use a consultant agreement that substantially follows the format of SCDOT's standard consultant agreement attached hereto as EXHIBIT D.



7. Provide to SCDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.
8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCDOT for audit and review upon request.
9. Provide to SCDOT monthly status reports for the PROJECT.
10. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.
11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions –i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCDOT, Office of Contract Assurance – Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at [http://www.scdot.org/doing/contractor\\_Audit.aspx#subForm](http://www.scdot.org/doing/contractor_Audit.aspx#subForm).
12. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

### III. **FUNDING:**

- A. SUBRECIPIENT estimates the total cost for the PROJECT to be **\$275,000.00.**

- B. SCDOT's maximum funding for the PROJECT is **\$220,000.00** (hereinafter referred to as "SCDOT's Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on December 2, 2022, for use of STBGP funds. SCDOT will sub-award the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.
- C. SUBRECIPIENT is responsible for meeting federal matching fund requirements on SCDOT's Maximum Funding for the PROJECT.

1. The required match on this grant is **\$55,000.00**. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.

2. Funding Table:

| Fund Priority | Fund Source                                   | Total Amount  | Federal Share | Federal Amount (Maximum) | State Share | State Amount | Other Share | Other Amount | Other Source    |
|---------------|---|---------------|---------------|--------------------------|-------------|--------------|-------------|--------------|-----------------|
| 1             | LATS Federal Guideshare Funds<br>CFDA# 20.205 | \$ 275,000.00 | 80%           | \$ 220,000.00            | 0%          | \$ -         | 20%         | \$ 55,000.00 | Beaufort County |
|               | Total Project Cost                            | \$ 275,000.00 |               | \$ 220,000.00            |             | \$ -         |             | \$ 55,000.00 |                 |

- D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.
- E. Based on the match requirements for the available fund sources, the SCDOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCDOT's Maximum Funding.
- F. SCDOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCDOT. A reimbursement request or invoice is considered valid when it includes:
1. Identification of man-hours by task, classification and rate
  2. A line item for overhead, where applicable
  3. A listing of other direct costs
  4. A listing of consultant/contractor services
  5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications*, by an authorized representative of SUBRECIPIENT
  6. Additional certifications relating to work performed as requested by SCDOT's Program Manager.
- G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will

submit reimbursement requests/invoices to SCDOT not more often than monthly and SCDOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCDOT.

- H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a \$0.00 invoice if all reimbursements, not to exceed the SCDOT Maximum Funding, have been paid to SUBRECIPIENT.
- I. SUBRECIPIENT is responsible for refunding to SCDOT any funding provided to SUBRECIPIENT by SCDOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.
- J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

#### IV. **SCHEDULE:**

- A. The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCDOT's written notice to proceed.
- B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.
- C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within 24 months of SCDOT's written notice to proceed.
- D. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCDOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCDOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCDOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

#### V. **PROCUREMENT REQUIREMENTS:**

SUBRECIPIENT shall procure all goods and services necessary for the PROJECT in accordance with the following requirements:

- A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
  - 1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or

2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.
- B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.
- C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCDOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

**VI. GENERAL:**

- A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCDOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.
- B. The Parties hereto agree to conform to all applicable SCDOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- D. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein. SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.
- E. By execution of this Agreement SUBRECIPIENT does hereby agree:
  1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
  2. to provide SCDOT with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-705, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.
- H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.
- I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.
- J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCDOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

## **VII. SUCCESSORS AND ASSIGNS:**



SCDOT and SUBRECIPIENT each bind themselves and their respective successors and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer their respective interest in the Agreement without the written consent of the other.

**VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:**

This Agreement is made and entered into for the sole protection and benefit of SCDOT, SUBRECIPIENT, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

**IX. EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

**X. ENTIRE AGREEMENT:**

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

*[Signature blocks on next page]*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

BEAUFORT COUNTY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Unique Entity Identification No.:  
\_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION



\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Deputy Secretary for Finance & Administration or  
Designee

RECOMMENDED BY:

By:  \_\_\_\_\_  
Deputy Secretary for Planning or Designee

REVIEWED BY:

By:  \_\_\_\_\_   
Director of Planning

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCDOT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBRECIPIENT SIGNATURE

**EXHIBIT A**

**PROJECT DETAILS**

(see Attached)

**ITS MASTER PLAN  
VARIOUS CORRIDORS IN LATS STUDY AREA  
BEAUFORT COUNTY**

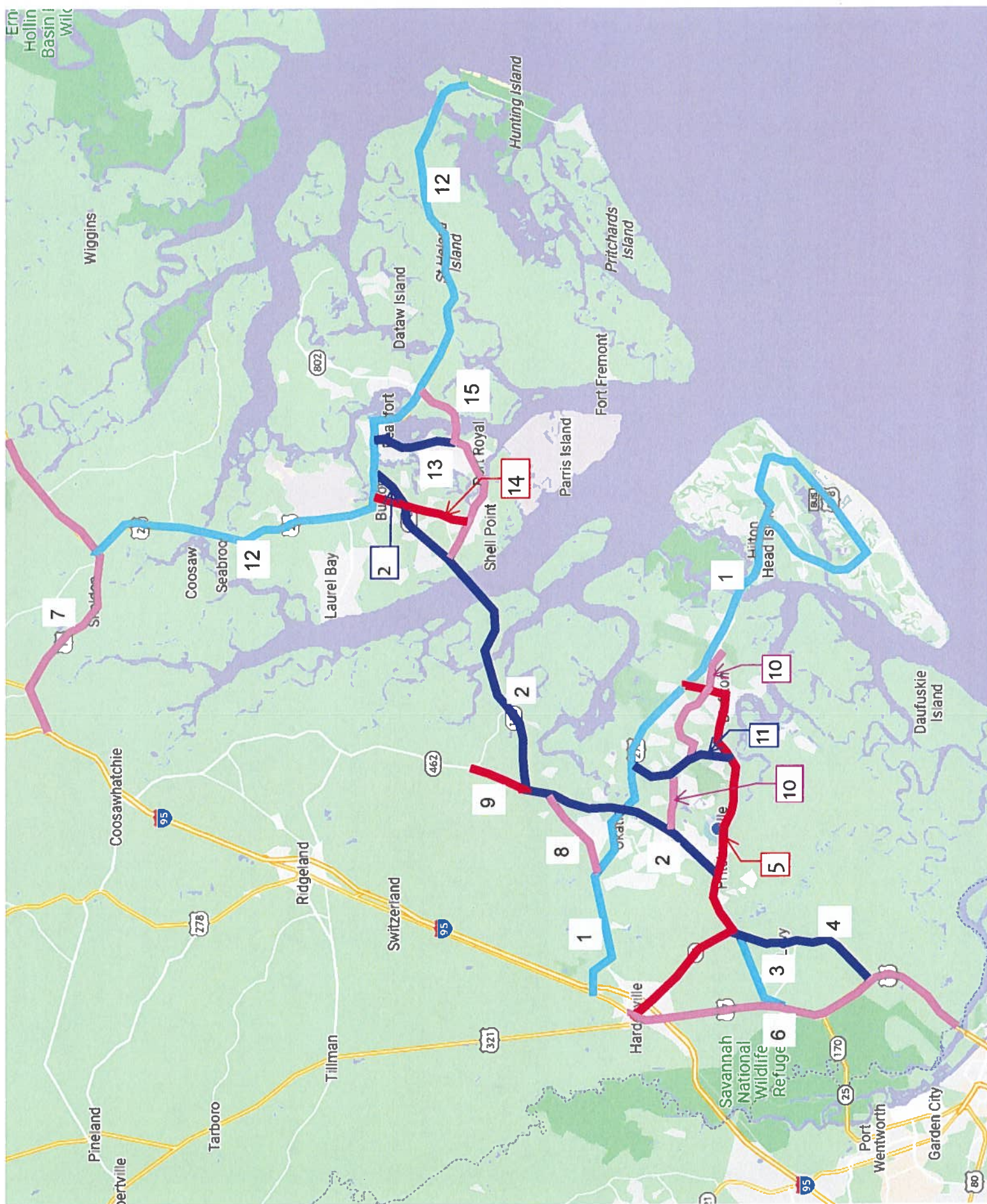
**PROJECT UNDERSTANDING**

Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:

1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island – approximately 36 miles
2. SC 170 from US 21 Bus. (Boundary St) to SC 46 – approximately 24 miles
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles
4. SC 315 from US 17 to SC 46 – approximately 6 miles
5. SC 46 from US 17 to US 278 – approximately 17 miles
6. US 17 from SC 46 to SC/GA State line – approximately 14 miles
7. US 17 from Beaufort/Colleton County Line to I-95 – approximately 14 miles
8. Argent Boulevard from US 278 to SC 170 – approximately 4 miles
9. SC 462 from SC 170 to Snake Road – approximately 3 miles
10. Bluffton Parkway from SC 170 to US 278 – approximately 11 miles
11. Buckwalter Parkway from US 278 to SC 46 – approximately 4 miles
12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge – approximately 28 miles
13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr) – approx. 3 miles
14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128 (Savannah Hwy) – approximately 4 miles
15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

See locations on project map as shown by above number:





## SCOPE OF SERVICES

### TASK 1 PROJECT MANAGEMENT

#### ***Task 1.1 Project Administration***

Project administration spans the duration of the project and is crucial to the success of the project. This task involves the monitoring and coordination of services to be provided to Beaufort County ("the County") to achieve timely and efficient completion of the project. Included in this task are the project control and management, reporting requirements, project status meetings, and schedule development and maintenance.

#### ***Task 1.2 Project Control and Management***

The Consultant will be responsible for the day-to-day activities of managing the Project, which is assumed to have a duration of 12 months. Specific activities include ongoing reassessments of contract and schedule adherence.

#### ***Task 1.3 Status Reports and Invoicing***

Monthly status reports will be prepared and submitted to the County. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics.

#### ***Task 1.4 Project Status Meetings***

In addition to the reporting requirements outlined above, virtual project status meetings with the County will help the Consultant maintain schedule and contract adherence. It is assumed that project status meetings will be held once per month, by means of a virtual meeting.

#### ***Task 1.5 Schedule Development***

The Consultant will develop a project schedule for review and approval by the County.

#### ***Task 1.6 Presentations to LATS***

The Consultant will conduct up to two presentations to LATS. The first presentation will present the recommended project approach and schedule. The second presentation, if requested, would be focused on status update or findings.

The first workshop, ITS Vision and Needs Workshop, will focus on the development of the long-term vision for transportation technology within the County. The second workshop, ITS Recommendations Workshop, will focus on draft recommendations and project prioritization methodology.

### TASK 2 CONCEPT OF OPERATIONS

It is important to establish a solid platform that defines how the counties operate today and how the counties would like to operate in the future. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The ConOps represents the counties' day-to-day conditions and activities (operation) as they pertain to ITS system needs. It describes the purpose,



the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. The Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms. The Consultant will conduct one workshop with LATS and Beaufort County to go over the recommendations from the Concept of Operations. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

***Deliverables:***

Concept of Operations Memo

Workshop with LATS and Beaufort County

**TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY**

The basis for the ITS Master Plan is to first develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally. The County will provide the Consultant with existing spreadsheets, GIS inventory, or other forms of data of the existing infrastructure and assets. Assets that shall be incorporated into the database include the traffic signal equipment, detection, cameras, fiber network (if existing), and other traffic control devices (Blue Toad, vehicle approaching warning flashers, radar speed feedback signs, rectangular rapid flashing beacons, school beacons, and others).

It is anticipated that the Consultant will rely on the information provided by the County and will not be responsible for field verification or field inventory. The Consultant's effort will be focused on obtaining the existing asset inventory from various existing sources (i.e., spreadsheets, ATMS, etc.), and consolidating into a single GIS inventory and associated database that is consistent with the County's other available inventories.

In addition to the County inventory, the Consultant shall document the central management software and hardware and existing interconnectivity and interoperability with adjacent jurisdictions and relevant state owned and maintained assets.

In addition, the consultant will work with the County to develop an ITS Asset Management Process to clearly define the roles and responsibilities of key personnel who will maintain the data. The Consultant will summarize findings in an Existing Conditions Technical Report which will be incorporated as a chapter into the final Master Plan document.

Consultant will conduct one workshop with LATS and Beaufort County to go over the results from the Existing Conditions and Asset Inventory. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

***Deliverables:***

GIS Database of assets inventory

Existing Conditions Technical Report

#### **TASK 4 NEEDS ASSESSMENT**

The needs assessment should be divided into two focus areas: existing and planned/future. For assessing existing needs, the Consultant shall evaluate the County's current ITS inventory and identify gaps in the system (communications, connections, interoperability, etc.). The future needs assessment shall focus on how the County can achieve a robust communications plan and connection of traffic control or monitoring devices as well as address ITS gaps. Future needs will also include a County Traffic Management Center. The emerging technologies assessment shall focus on what the counties need to be planning for related to autonomous and connected vehicles (if a desire) as well as other emerging transportation technologies.

The Consultant will coordinate with the County to verify the current understanding of future projects and develop assumptions regarding the number and location of future signalized intersections and ITS devices, video transmission and display technologies, and center to center connection needs. Additionally, the Consultant will review vehicular traffic data, crash data provided by the South Carolina Department of Public Safety, truck traffic data, demographics, anticipated future projects, and growth metrics, as available, to analyze future system needs.

INRIX/RITS data will be used to portray congestion hot spots throughout the County. Weekday (Tuesday, Wednesday, and Thursday) traffic during peak morning (6:00 AM to 9:00 AM) and peak evening (4:00 PM to 6:00 PM) will be analyzed.

The Consultant will look at device deployments and closely consider communication needs for each focus area. The Consultant will work with the County to identify emerging technology needs based on the established vision.

The Consultant will conduct a meeting with the County to review the existing, future, and emerging technology system demands. At this meeting the County will verify the data gathered and assumptions made by the Consultant prior to bandwidth analysis being performed.

The Consultant will use the assumptions and capacity data gathered to determine current network bandwidth deficiencies. Three-time horizons will be assessed: existing, future, and emerging. The emerging technology bandwidth estimates will be a high-level expectation of what is known today with an assumption of future growth. These bandwidth deficiencies will be expressed in number of fibers consumed and digital throughput as appropriate. The demand estimates will be compared to the capacity estimates determined under this task. The County's current network architecture will be evaluated based on the identified deployment needs as well as bandwidth needs. The Consultant will analyze the current network architecture and develop a plan to migrate to a redundant communications network, which will be capable of supporting the identified needs.

The Consultant will summarize findings in a Needs Assessment Technical Report which will be incorporated as a chapter into the final Master Plan document.

***Deliverables:***

System Demand Need Meeting  
Needs Assessment Technical Report

***Excluded:***

A staffing plan and layout of the Traffic Management Center would be an additional service to this Task.

**TASK 5 ITS MASTER PLAN**

The County's expectation of an ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments. The ITS Master plan shall have three phases: 2023-2025 Critical Needs; 2025-2027: Desired Improvements; and 2027-2033 10-Year Vision and Long-Range Plan. The Master Plan shall be organized to provide action steps on how to achieve project goals, project phasing, probable costs, and implement ITS architecture. Project recommendations will provide high level device locations correlated with fiber optic cable infrastructure to determine device grouping based on available bandwidth, video latency constraints, device proximity, and high-level network architecture. Preliminary recommended placement of distribution switches/routers and core/central routers will also be made based on high-level network architecture.

The Consultant will prepare high-level cost estimates for project recommendations. The Consultant will work with the County to develop a consistent methodology for prioritizing projects that is data driven and easy to communicate to decision makers. Projects will be divided into three phases: Critical Needs, Desired Improvements, and 10-Year Vision / Long-Range Plan. The Consultant will develop summaries of each phase recommendations that can be used as easy reference. In addition, the Master Plan shall include elements for the County to maintain eligibility for federal transportation funding for ITS/ATMS projects.

The Consultant will develop project descriptions for up to 7 projects for inclusion or in consideration of incorporation into the County's Capital Improvement Program (CIP). Each project will be uniquely identified with a title, description, basis for recommendation, and an estimated construction cost.

***Deliverables:***

System Plan and Recommended projects in GIS  
ITS Master Plan

**TASK 6 ON-CALL SERVICES**

This task is reserved for additional services not defined in the above-described services that are deemed necessary by County staff. The scope of services performed under this task would be mutually agreed upon by both parties and performed only after a written direction. All labor hours would be reimbursed

on an hourly rate schedule as reflected in Exhibit C. It is anticipated that no additional expenses would be incurred. Any travel required would be combined with another task activity identified above.

### **ADDITIONAL SERVICES**

The Consultant can provide additional services for an additional fee upon request. The suggested additional services may include the following:

#### ***Field installation of Global Positioning Systems (GPS) Equipment***

Optimized traffic signal timing is effective when the clocks in the traffic controller are all synchronized to a common reference time. GPS clocks are a low-cost effective means to achieving synchronized time. The Consultant can install County-purchased GPS clocks and configure the traffic signal controller appropriately. Alternatively, the Consultant can provide instruction and demonstration to County staff on this task.

#### ***Traffic Engineering***

The Consultant can provide traffic engineering functions such as plan review related to proposed developments, signal warrant analyses, traffic signal design, intersection geometric design modifications.

### **SCHEDULE**

The schedule for Tasks 1-5 is 12 months. For Task 6 and Additional Services, the schedule would be determined at the time of the request for these services.

**EXHIBIT B**

Qualifications Letter from SCDOT dated January 12, 2024  
(See attached)



January 12, 2024

Mr. Jared Fralix, PE  
 Assistant County Administrator  
 Beaufort County  
 100 Ribaut Road  
 Beaufort, South Carolina 29902

RE: Qualification Determination – Multiple Management Plans

Dear Mr. Fralix:

The South Carolina Department of Transportation (SCDOT) has reviewed the County's request and it has been determined that the County is qualified to administer the following plans:

1. ITS Master Plan
2. SC 170 Access Management Plan
3. US 278 Access Management Plan

The County's approval will be effective for three years. During this period, the County is responsible for providing any changes to processes that were used to qualify them initially as a Local Public Agency (LPA). The County will not be required to reapply for administration of subsequent projects of similar or lesser scope within the three year certification period. However, the County will be required to submit an abridged LPA Qualifications Evaluation Form providing project specific information in order to initiate the agreement process.

This letter serves only as notification to the County of its approval to administer and manage these plans. No work shall begin (work includes any activities including, but not limited to, advertisement and hiring of consultants) until an executed financial agreement is issued by SCDOT and you receive a formal notice to proceed with these plans.

SCDOT looks forward to working with you to complete these plans. If you have any questions or require additional information, please do not hesitate to contact SCDOT's Regional Planning Manager, Mr. Lyle Lee at (803) 737-1345.

Sincerely,

Yolanda D. Byrd  
 LPAA Coordinator

Enclosure

cc: Machael Peterson, Director of Planning  
 Darrin Player, Chief Procurement Officer  
 Susan Stone, Director of Contract Assurance  
 Nicholas Pizzuti, Chief of Professional Services Contracting  
 Christina Lewis, Statewide Planning Chief  
 Lyle Lee, Regional Planning Manager  
 File: ByrdYD/PlanningOffice





**EXHIBIT C**  
**CERTIFICATION OF PROCUREMENT**

1. The undersigned is the duly authorized representative of

\_\_\_\_\_

(hereinafter referred to as "the SUBRECIPIENT").

2. The Undersigned hereby certifies that the SUBRECIPIENT has complied with all the PROCUREMENT REQUIREMENTS set forth in Section V of this Agreement.

3. Attached is a list of all consultants, contractors and vendors used on the PROJECT, including name of vendors, dollar value of purchase and date of purchase.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PLA 50-24

SCDOT Project No. P042532

**EXHIBIT D**

**STANDARD CONSULTANT AGREEMENT**

AGREEMENT AND CONTRACT FOR  
BETWEEN

AND

\*\*\*\*\*

SECTION I. GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and \_\_\_\_\_, a \_\_\_\_\_ *[Select one: Joint venture, individual, government agency, corporation, partnership or other. If joint venture, a copy of the Joint Venture MASTER AGREEMENT is required as an attachment]* organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and qualified to do business in the State of South Carolina, with its principal offices in \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter referred to as "Consultant") (collectively "the Parties").

WITNESSETH:

WHEREAS, the \_\_\_\_\_ and the South Carolina Department of Transportation (hereinafter "SCDOT") have entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and

WHEREAS, \_\_\_\_\_ desires to employ Consultant to furnish personnel and render professional engineering services for the use and benefit of \_\_\_\_\_ in the development of the project as hereinafter more particularly described; and

WHEREAS, Consultant has represented to \_\_\_\_\_ that Consultant is experienced and qualified to provide the services contemplated by this Agreement and \_\_\_\_\_ has relied upon such representation;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Consultant will provide \_\_\_\_\_ services as necessary for \_\_\_\_\_.

B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by Consultant through its \_\_\_\_\_ office in \_\_\_\_\_.

C. CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. \_\_\_\_\_ and Consultant may agree to have Project plans and specifications provided for by "Certification." A "Certification Agreement" is attached hereto and specifically made a part hereof. The "Certification" will be executed if agreed by the Parties as applicable.

### SECTION III. SERVICES OF \_\_\_\_\_

\_\_\_\_\_ agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B," SERVICES OF \_\_\_\_\_, attached hereto and specifically made a part of this Agreement. Liaison for \_\_\_\_\_ will be through the \_\_\_\_\_ or authorized designee.

### SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. Consultant shall begin work upon receipt of \_\_\_\_\_'s written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by \_\_\_\_\_ and, if applicable, SCDOT and the Federal Highway Administration (FHWA) as set forth in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE.

### SECTION V. FEE AND COSTS

For the services covered under this Agreement, Consultant shall be compensated by \_\_\_\_\_ as follows:

A. LUMP SUM. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between Consultant and \_\_\_\_\_ that compensation to Consultant will be on a Lump Sum Basis. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by \_\_\_\_\_.

[or]

B. COST PLUS FIXED FEE. For all work, materials, and services furnished under the terms of this Agreement, it is mutually agreed by and between Consultant and \_\_\_\_\_

\_\_\_\_\_ that compensation to Consultant will be based upon Consultant's actual cost of performing all phases of the work, plus a fixed amount.

Fixed Fee: \_\_\_\_\_ agrees to pay the Consultant a fixed fee. It is agreed and understood that such amount will constitute full compensation to the Consultant for fixed fee and will not vary due to any differences between the negotiated fixed fee cost and the actual cost but may be adjusted by contract modification as a result of significant changes in the scope of work to be performed under the contract. Overruns in the actual cost of services will not warrant an increase or adjustment in the amount of the fixed fee. Amounts for fixed fees paid by the Consultant to the subconsultant will not be considered a direct cost of the Consultant but will be considered a part of the fixed fee of the Consultant.

- C. SUBCONSULTANT AGREEMENTS. The subconsultant's agreement with the Consultant may utilize a method of compensation that differs from \_\_\_\_\_'s method of compensation with the Consultant. Approved methods include: lump sum (firm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of compensation. Cost plus a percentage of cost and percentage of construction cost are specifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).
- D. PROGRESS PAYMENT. For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of Consultant. These may include:
1. Actual basic salaries of productive personnel for work time directly applied to the project.
  2. Payroll Additives eligible for reimbursement.
  3. The indirect cost rate approved by \_\_\_\_\_ in compliance with Subsection E below.
  4. The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.
  5. Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

reproductions, and computer services (where applicable). Billings for any actual out-of-pocket expenses directly identifiable with the project shall be supported by actual account records, expense accounts, receipts, and other miscellaneous supporting materials and shall be made available by the Consultant for review and audit by \_\_\_\_\_, SCDOT, or authorized SCDOT representative.

Automobile mileage for non-field personnel will be reimbursed at the actual mileage incurred multiplied by the rate established by the Internal Revenue Service for mileage for the period. Only mileage associated with the business use of vehicles will be reimbursed. Any mileage related to personal use by employees (including transportation to and from work) is unallowable. However, if contractually agreed to in advance, mileage associated with travel to a temporary work location may be reimbursed. Generally, a work location is considered to be temporary if the assignment to the new location is expected to last one year or less.

In accordance with FAR 31.205-46(a)(2), lodging, meals, and incidental costs must be disallowed to the extent that, on a daily basis, they exceed the Federal Travel Regulation (FTR) per diem rates.

For travel in the continental United States, rates are set by General Services Administration (GSA) for per diem and actual expense methods.

Vehicle expenses for field personnel shall be compensated according to the Daily Vehicle Rates set forth in Attachment "C."

6. For the cost of outside services and associate services as may be necessary and as formally approved by \_\_\_\_\_, Consultant shall be reimbursed by \_\_\_\_\_ only for the actual cost to Consultant for such services.

E. **INDIRECT RATE:** Consultant and its subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

Indirect cost rates used for estimating and proposing costs for actual cost plus fixed fee contracts will ultimately be adjusted to the audited and approved rate for the time period in which the contract work was performed. The firm's most recently audited rate (or the latest rate approved by the SCDOT Office of Contract Assurance (OCA)) is the maximum rate to be used on a contract.

Consultant shall self-adjust invoiced costs previously used to propose costs and for invoicing to the actual audited indirect rates for the time period(s) in which the work was actually performed throughout the life of, and at the completion of, an actual cost plus fixed fee contract. This may result in Consultant owing money to or receiving money from



\_\_\_\_\_ subject to the contract maximum amount. These amounts will be subject to final audit.

- F. **NON-ALLOWABLE COST.** \_\_\_\_\_ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written \_\_\_\_\_ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or assisting \_\_\_\_\_ staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

- G. **TOTAL COMPENSATION.** The amount of compensation set forth in ATTACHMENT "C," ENGINEERING FEE of this Agreement shall be the maximum payable by \_\_\_\_\_ without prior written authorization from \_\_\_\_\_ and, if applicable, SCDOT to increase the amount. Any such increase will also be subject to the approval of FHWA if federal funds are involved.

Compensation to Consultant under the terms of this Agreement shall not exceed the lump sum maximum amount of \$ \_\_\_\_\_.

[or]

Compensation to Consultant under the terms of this Agreement shall not exceed \$ \_\_\_\_\_ for salaries, payroll additives, overhead, direct cost, and outside services plus a fixed fee of \$ \_\_\_\_\_ (in the event that significant changes in the scope of work occur, the fixed fee may be adjusted to an amount that is fair and reasonable to both Consultant and \_\_\_\_\_) resulting in a maximum limit of \$ \_\_\_\_\_.

| Contract Breakdown |           |                |
|--------------------|-----------|----------------|
| Compensation       | Fixed Fee | Contract Total |
| \$                 | \$        | \$             |

- H. **COST RECORDS.** Consultant, and its authorized subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in "Procurement, Management, and Administration of Engineering and Design Related Services" (23 CFR 172), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200), and other directives as appropriate.
- I. **PURCHASE AND RENTAL/LEASE.** \_\_\_\_\_ considers that Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases where it becomes necessary to purchase, lease, or rent equipment or other items with project funds, prior written \_\_\_\_\_ approval is

required. All equipment and other items approved by \_\_\_\_\_ for purchase with project funds shall become the property of \_\_\_\_\_ at the completion of the project.

- J. RELOCATION COSTS. Consultant has represented to \_\_\_\_\_ that Consultant has the necessary personnel to perform the consultant work described in the scope of services, and \_\_\_\_\_ has relied upon such representation. In those \_\_\_\_\_ approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Relocation costs will only be considered under extreme and rare circumstances. Reimbursement eligibility must have prior written approval from \_\_\_\_\_.
- K. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to \_\_\_\_\_ may be affected, this Agreement should be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by \_\_\_\_\_, and will be paid in accordance with Consultant's existing overtime policy.

#### SECTION VI. MODE OF PAYMENT

- A. MONTHLY INVOICES. Consultant shall invoice \_\_\_\_\_ monthly for services performed under this Agreement, and Consultant shall be paid monthly based on an approved invoice. Monthly or partial payments, at the discretion of \_\_\_\_\_, may have appropriate retainage withheld until completion and acceptance of the work.

ACCEPTABLE INVOICES. \_\_\_\_\_ considers an acceptable invoice to include:

1. A breakdown of man-hours by classification and rate
2. A line item for overhead
3. A breakdown of the fixed fee
4. A breakdown for other direct costs
5. A breakdown for subconsultant services
6. Signature of certification by an authorized representative of the firm
7. \_\_\_\_\_'s Project Manager may request additional certifications relating to work performed.

*NOTE: For approved unit cost BASIC AGREEMENTs, numbers 1 and 2 may be combined and identified by services, volume, and rate. Numbers 3, 4, and 5 shall be by breakdown costs.*

## B. PROMPT PAYMENT CLAUSE.

1. Consultant is prohibited from holding undisputed invoices submitted by subconsultants for more than 30 days after receipt of the invoice. Additionally, subject to the provisions on retainage provided in Paragraph (2) below, when a subconsultant has satisfactorily performed a work item of the subcontract, Consultant must pay the subconsultant for the work item within seven calendar days of Consultant's receipt of payment from \_\_\_\_\_. A subconsultant shall be considered to have "satisfactorily performed a work item of the subcontract" when \_\_\_\_\_ pays Consultant for that work item. In the case of a second or third tier subconsultant, the seven-day time period begins to run when the first tier subconsultant receives payment from Consultant or when the second tier subconsultant receives payment from the first tier subconsultant.
  
2. Consultant may withhold as retainage up to five percent of a subconsultant's payment until satisfactory completion of all work items of a subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when \_\_\_\_\_ accepts the last work item of the subcontract. Consultant must release to the subconsultant any retainage withheld within seven calendar days of the date Consultant receives payment from \_\_\_\_\_ for the last work item of the subcontract or within seven calendar days from \_\_\_\_\_'s acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon written documentation of good cause provided by Consultant and written concurrence from \_\_\_\_\_, Consultant may continue to withhold the five percent retainage.
  
3. Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to \_\_\_\_\_ that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (1) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (1). No payment will be made to Consultant unless such documentation / certification is received or \_\_\_\_\_ has issued written approval for delayed payment and required status reports as follows:
  - i. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and / or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to \_\_\_\_\_ to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior \_\_\_\_\_ written approval.

- ii. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:
- justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or
  - a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and / or lower tier subconsultants).
4. Failure to comply with any of the above prompt payment provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (1) no further payments being made to Consultant unless and until compliance is achieved; (2) monetary sanctions; and / or (3) Consultant being declared in default and being subject to termination in accordance with the provisions of this Agreement.
5. Any subconsultant who believes it is due payment in accordance with the Prompt Payment Clause may request information from \_\_\_\_\_ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to \_\_\_\_\_ that the subconsultant has not been paid within seven calendar days of \_\_\_\_\_'s payment to Consultant or paid as provided in paragraph (1) for sub-tiers, \_\_\_\_\_ will notify SCDOT. If neither \_\_\_\_\_ nor SCDOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should \_\_\_\_\_ or SCDOT fail to address the non-payment issue.
6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by \_\_\_\_\_, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, \_\_\_\_\_ may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

## SECTION VII. GENERAL PROVISIONS

\_\_\_\_\_ and Consultant mutually agree as follows:

- A. OWNERSHIP OF DOCUMENTS. Basic notes, sketches, charts, and other data prepared, furnished, or obtained under this Agreement are the property of

CONSULTANT during the performance period of this Agreement. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. Upon the Effective Date of this Agreement, Consultant grants \_\_\_\_\_ a nonexclusive license to reproduce the Project Documents for the purposes of, but not limited to: promoting, using, maintaining, upgrading, or adding to the Project. Upon completion of the Project or upon default by Consultant, Consultant shall provide copies of all Project Documents to \_\_\_\_\_ in the format designated by \_\_\_\_\_.

\_\_\_\_\_ shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

- B. **INFORMATION TECHNOLOGY.** All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by \_\_\_\_\_ or SCDOT, as applicable. All systems, software, or information technology developed for this project shall become the sole property of \_\_\_\_\_ upon Contract completion, including any source code. No program management systems, software, or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. \_\_\_\_\_ shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.

The CONSULTANT and its designated employees, as well as any subcontractors and subconsultants of any tier, having access to \_\_\_\_\_ electronic data, is required to follow \_\_\_\_\_'s Policy which establishes guidelines for acceptable use and confidentiality of \_\_\_\_\_'s information technology for data entry into \_\_\_\_\_' computer system; provided that the section of the Policy pertaining to \_\_\_\_\_'s right to inspect any users email at any time is qualified to reserves unto \_\_\_\_\_ the right to inspect consultant, subcontractor or subconsultant emails that are \_\_\_\_\_ business related, including emails that are related to the services with which consultant is under contract.

The CONSULTANT's obligations with respect to the provisions of computer use and data confidentiality shall survive termination or expiration of the contract. Without limiting any rights \_\_\_\_\_ may have, and notwithstanding any other term of this contract, the CONSULTANT agrees that \_\_\_\_\_ may have no adequate remedy at law for a breach of the CONSULTANT's obligations under this clause and therefore \_\_\_\_\_ shall be entitled to pursue equitable remedies in the event of a breach.



CONSULTANT is responsible for ensuring that it, as well as any subcontractors and subconsultants of any tier, having access to \_\_\_\_\_ electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. CONSULTANT, subcontractors and subconsultants shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. CONSULTANT shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subconsultant or subcontractor to have access to \_\_\_\_\_ data. CONSULTANT shall provide \_\_\_\_\_, upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

- C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by Consultant under this Agreement which \_\_\_\_\_ requests to be kept as confidential will not be made available to any individual or organization by Consultant without prior written approval of \_\_\_\_\_.
- D. REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS. It is Consultant's responsibility to produce plans that conform with all specifications, guidelines, and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by \_\_\_\_\_ and, if applicable, SCDOT and FHWA. All plans, whether preliminary or final, submitted to \_\_\_\_\_ shall have been checked in their entirety for completeness, correctness, accuracy, and consistency with other details in all respects, and shall have been thoroughly reviewed by Consultant to be in compliance with these requirements prior to submission to \_\_\_\_\_.

The spaces provided in the title box labeled "By," "CHK'D," and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to \_\_\_\_\_. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

Once plans have been submitted to \_\_\_\_\_, no changes shall be made unless \_\_\_\_\_ has been notified of the specific change. However, additions to complete the plans may be made provided the requirements for checking and reviewing are applied. All prints submitted to \_\_\_\_\_ shall have the date of submittal stamped on the title sheet.

\_\_\_\_\_ will perform a general review of the plans only. \_\_\_\_\_'s review does not relieve Consultant of any responsibility for the completeness, correctness, consistency, and accuracy of all information, dimensions,



quantities, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to \_\_\_\_\_.

Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of SCDOT, or may be deemed just cause for consideration of termination of this BASIC AGREEMENT.

- E. PROGRESS. Consultant shall at all times work closely with the designated representatives of \_\_\_\_\_ and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by \_\_\_\_\_. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to \_\_\_\_\_ and, if applicable, to appropriate representatives of SCDOT and FHWA for review at all times.
- F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to \_\_\_\_\_ and in accordance with the established customs, practices, and procedures of \_\_\_\_\_, SCDOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHWA STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCDOT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to \_\_\_\_\_, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to \_\_\_\_\_ upon request.
- G. INSPECTION OF WORK. \_\_\_\_\_ and, if applicable, SCDOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

\_\_\_\_\_ and, if applicable, SCDOT and FHWA. Copies thereof shall be furnished by Consultant to \_\_\_\_\_ if requested.

- H. CHANGES IN CONTRACT. \_\_\_\_\_ may desire Consultant to render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between \_\_\_\_\_ and Consultant. Work under such Contract Modification shall not proceed until formally approved by \_\_\_\_\_ and, if applicable, SCDOT and FHWA.
- I. DELAYS AND EXTENSIONS. Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as \_\_\_\_\_ may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.
- J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS. Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement. \_\_\_\_\_ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.
- \_\_\_\_\_’s Program Manager may make a preliminary finding of delinquency if at any time Consultant has not met the schedules, milestones, or completion dates established in this Agreement, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, \_\_\_\_\_’s Program Manager may issue a Preliminary Notice of Delinquency. Consultant will have 15 days to present information to \_\_\_\_\_ as to why Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond Consultant’s control that have directly affected Consultant’s ability to meet the commitments in the Contract. Upon review of the information submitted, the Program Manager will make a determination as to whether the Consultant should be placed in a delinquent status. If a determination of delinquent status is made, the Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within fifteen 15 days to the appropriate \_\_\_\_\_ representative for a review of the delinquent status.

A Consultant receiving a Final Notice of Delinquency shall be disqualified from receiving additional work, whether in the form of a new contract or a modification of an existing contract. Consultant shall continue in a delinquent status until the project is in compliance with the schedule, or until the work required by the Contract is completed. This disqualification will become effective at the end of the 15-day appeal period if Consultant fails to appeal or on the date of decision if the appeal is denied. A Consultant disqualified under this provision shall be barred from receiving work as an individual, firm, partnership, or corporation operating under the same name or a different name.

**K. TERMINATION OF AGREEMENT.**

1. This Agreement may be terminated by \_\_\_\_\_ at any time for the convenience of \_\_\_\_\_ by written notice to Consultant specifying the termination date of the Agreement. In the event of such termination of the Agreement by \_\_\_\_\_, Consultant will be compensated on a *quantum meruit* basis for its work satisfactorily performed through the termination date and a proportionate share of the fixed fee, as determined by \_\_\_\_\_.
  
  2. Consultant also has the right to terminate this Agreement if \_\_\_\_\_ unreasonably fails to timely provide the service required of \_\_\_\_\_ under the scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of Consultant, \_\_\_\_\_ shall pay to Consultant the compensation properly due including reasonable overhead and a proportionate share of the fixed fee on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.
  
  3. In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of \_\_\_\_\_ or SCDOT, or if Consultant violates any of the terms, covenants, or provisions of this Agreement, \_\_\_\_\_ shall have the right to terminate this Agreement by giving a seven business day notice in writing of the termination and date of such termination to Consultant. \_\_\_\_\_ shall have the sole discretion to permit Consultant to remedy the cause of the contemplated termination without waiving \_\_\_\_\_'s right to terminate the Agreement. \_\_\_\_\_ may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and Consultant shall be liable to \_\_\_\_\_ for all reasonable cost in excess of what \_\_\_\_\_ would have paid Consultant had there been no termination.
- L. **DISPUTES.** In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of \_\_\_\_\_'s

\_\_\_\_\_ in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in \_\_\_\_\_ County within 90 days of Project completion.

- M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless \_\_\_\_\_, SCDOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.
- N. GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.
- O. SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of \_\_\_\_\_. Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.
- Consultant shall furnish all Contract provisions to each subconsultant which shall apply to all subconsultant agreements. All subconsultant agreements shall be provided to \_\_\_\_\_ by Consultant upon request.
- P. ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150, (f) Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.
- Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- R. OTHER CERTIFICATIONS. In addition to the certification indicated above, \_\_\_\_\_ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

S. TITLE VI. CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.
4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by \_\_\_\_\_ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to \_\_\_\_\_, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, \_\_\_\_\_ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
  - b. Cancellation, termination, or suspension of this Contract, in whole or in part.



6. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as \_\_\_\_\_ may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request \_\_\_\_\_ and SCDOT to enter into such litigation to protect the interest of \_\_\_\_\_, SCDOT and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

**T. DISADVANTAGED BUSINESS ENTERPRISES.**

1. Policy. It is the policy of \_\_\_\_\_ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, \_\_\_\_\_ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.
2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at <http://info2.scdot.org/professionalserv/HostDocs/Prof%20SVS%20Supp%20Spec%20July%202016.pdf>.
3. This Contract has an established DBE Goal of \_\_\_\_percent (\_\_\_\_%) (see EXHIBIT "1" CERTIFICATIONS).

SCDOT is utilizing the *DBE Quarterly Reports* and *DBE Status Spreadsheet* as tracking tools.

- The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.
- The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

Copies of the above referenced forms are attached and fillable documents, along with instructions, are located on the SCDOT website at [www.scdot.org](http://www.scdot.org).



The reporting quarter periods are January-March, April-June, July-September, and October-December. The reports are due to the Project Manager by the 15th day of the next month following the end of each quarter. Future payments may be withheld if the DBE Quarterly Reports and the DBE Status Spreadsheet are not submitted by the established deadlines.

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as \_\_\_\_\_ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.
  5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to \_\_\_\_\_ the names and addresses of all subconsultants who quoted subcontracts for this Contract.
  6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to \_\_\_\_\_ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.
- U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- V. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS. \_\_\_\_\_ will not consider for award any proposal submitted by any consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects. Additionally, \_\_\_\_\_ will not consent to subletting any portions of the Contract to any subconsultant of a foreign country as described above.

For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant of such foreign country.

W. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

X. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement, Consultant as the prime consultant does hereby agree:

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
2. to provide \_\_\_\_\_ with any documents required to establish such compliance upon request; and
3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

Y. SUCCESSORS AND ASSIGNS. \_\_\_\_\_ and Consultant each bind themselves, their respective successors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

Z. DEBARMENT AND SUSPENSION. If Consultant is placed on the government wide Excluded Parties List System in the System for Award Management at any time during the performance period of this Contract, the Contract may be terminated.

AA. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Consultant must remain in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

- BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:
1. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 11-57-330(A), is a material inducement for \_\_\_\_\_ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the \_\_\_\_\_ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
  2. ONGOING OBLIGATIONS: (a) You must notify \_\_\_\_\_ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- EE. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

*[Signature blocks on next page]*

IN WITNESS WHEREOF, the Parties herein have executed this BASIC AGREEMENT as of the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Consultant Name

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

\_\_\_\_\_  
[Local Government]

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
[Title]

**EXHIBIT "I"**  
**CERTIFICATIONS**

**ENGINEER CERTIFICATION FOR  
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: \_\_\_\_\_

Route Number: \_\_\_\_\_

File Number: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

In order to advance the above-described project in an expeditious and efficient manner, \_\_\_\_\_ hereby assigns to the above-named consulting firm \_\_\_\_\_, hereinafter referred to as Consultant, and Consultant accepts full responsibility for all project plan and specification reviews including the approval of all information, dimensions, quantities, details and designs involved in the preparation and production of the project plans and specifications for the above-named project. In accepting this responsibility, Consultant makes the following certifications:

Consultant is a South Carolina registered engineering firm with absolute authority to accept the responsibility for its project plans and specifications; and,

Consultant entered into an agreement with the \_\_\_\_\_ South Carolina (hereinafter "the Agreement"); and,

Consultant will produce project plans and specifications that will conform with all guidelines and requirements stated in the Agreement unless a specific deviation has been requested in writing and approved by the \_\_\_\_\_ and, if applicable, SCDOT and the Federal Highway Administration (FHWA); and,

All of the work performed under the Agreement will be performed in accordance with the project specifications, and will be performed so as to meet the reasonable standard of care of the profession practicing in the locality of the services provided pursuant to the Agreement; and,

All project plans and specifications will be checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and will be thoroughly reviewed to be in compliance with the requirements in effect at the time of submission to the \_\_\_\_\_ and,

Each project plan sheet submitted on this project will be signed and sealed by a South Carolina Registered Engineer; and,

Pursuant to Section D of the Agreement, Consultant will be liable for all discrepancies, errors or omissions found at any time in the plans or specifications. Further, all corrections to the plans or specifications will be made at Consultant's expense and Consultant will not include the cost of corrections of faulty or deficient work on its invoice(s) to the \_\_\_\_\_; and

Failure to meet any of the above requirements may be deemed just cause, at the discretion of the \_\_\_\_\_ for withholding payment on the contract and/or termination of the Agreement pursuant to Section K, Termination of Contract.

This Engineering Certification for Project Plans and Specification is attached to and becomes part of the Agreement, with all terms and conditions of the Agreement applicable hereto.

Date: \_\_\_\_\_

Consultant Firm: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



### CERTIFICATION OF CONSULTANT

I hereby certify that I am a duly authorized representative of the Consultant and that neither I nor the above Consultant I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).
- (d) been debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from covered transactions by any Federal department, state department, or agency thereof. Consultant also certifies that it and its principals: have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period; are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and have not had a public transaction (Federal, State, or local) terminated within the preceding three years for cause or default, Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

By execution of this Agreement, Consultant certifies Consultant and all sub-consultants, contractors, sub-contractors, employees, and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended, codified in Chapter 13 of Title 8 of the South Carolina Code of Laws. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to \_\_\_\_\_, SCDOT, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Date: \_\_\_\_\_

Consultant Firm: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

CERTIFICATION OF \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ or Designee of \_\_\_\_\_ and that the above Consultant or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to SCDOT, the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant Firm: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**  
**CONSULTANT COMMITMENT SHEET**

Information must be shown on this sheet as required by the supplemental specifications entitled "Disadvantaged Business Enterprises (DBE) Supplemental Specification" included in this proposal.

**FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT RANKED CONSULTANT. FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTIONS IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.**

| Name & Address of DBE's (Sub-contractor/Sub-consultant or Supplier) | <sup>2</sup> Percent | <sup>3</sup> Description of Work (Task to Perform) | <sup>4</sup> Dollar Value |
|---|----------------------|--|---------------------------|
|   |                      |  |                           |
|   |                      |  |                           |
|   |                      |  |                           |
|   |                      |  |                           |
|   |                      |  |                           |
|   |                      |  |                           |
|   |                      |  |                           |

**BASED ON THE ABOVE, CONSULTANT'S TOTAL COMMITMENT FOR THIS CONTRACT: \_\_\_\_\_ %**  
**THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: \_\_\_\_\_ %**

- <sup>1</sup> The designation of Firm A and/or B is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- <sup>2</sup> Percent – show percent of total contract amount committed to each DBE listed.
- <sup>3</sup> All information requested must be included unless item is listed in proposal on a lump sum basis.
- <sup>4</sup> Dollar Value – extended amount based on negotiated manhours and directs per each firm(s).

The form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
(SEAL)  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT "A"  
SCOPE OF SERVICES  
AND SCHEDULE

ATTACHMENT "B"  
SERVICES OF \_\_\_\_\_

\_\_\_\_\_ agrees to provide to CONSULTANT, and at no cost to CONSULTANT, the following upon request:

1. Access to and use of all reports, data and information in possession of SCDOT which may prove pertinent to the work set forth herein.
2. Existing Policies and Procedures of \_\_\_\_\_ with reference to geometrics, standards, specifications and methods pertaining to all phases of CONSULTANT's work.



ATTACHMENT "C"  
ENGINEERING FEE



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <b>APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)</b>   |
| <b>MEETING NAME AND DATE:</b>   |
| Public Facilities & Safety Committee – October 21, 2024   |
| <b>PRESENTER INFORMATION:</b>   |
| Jon Rembold, Airports Director<br>5 minutes   |
| <b>ITEM BACKGROUND:</b>   |
| This item has been reviewed by the Airports Board and recommended for approval at the monthly meeting held on September 19, 2024.   |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| Interactions with wildlife can be catastrophic at and around an airport. It is critical as part of routine airport safety practices to assess and manage the presence of wildlife at the airport. The purpose of this Cooperative Service Agreement is to authorize local USDA team members to provide wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing instruction to fulfill Part 139 annual training and wildlife mitigation for airport personnel involved in implementing the airport's Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the Work Plan. |
| <b>FISCAL IMPACT:</b>   |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$15,000.00. In other words, each airport will incur some of the cost depending on services rendered, but the overall budget is provided in the GL shown below.<br>GL Account: 5400-90-0000-51160-OPER<br>Available balance: \$21,735.45   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| Staff recommends approval of a resolution to approve a Cooperative Service Agreement between Beaufort County and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| Motion to approve /deny a resolution authorizing the County Administrator to approve a Cooperative Service Agreement between Beaufort County and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)  |
| <b>Next step: County Council Meeting – October 28, 2024</b>   |

**RESOLUTION NO. 2024/\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO  
ENTER INTO A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT  
COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND  
PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES**

**WHEREAS**, the Hilton Head Island Airport and the Beaufort Executive Airport (“Airports”) desire to enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service (“APHIS”) Wildlife Service (“WS”), that shall include reasonable rates; and

**WHEREAS**, the APHIS-WS will engage in the business of providing wildlife damage management services at the Airports as outlined in the Work Plan set forth in Exhibit A.; and

**WHEREAS**, the services will also include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36; and

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Service on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

(7/2019 version)

WS Agreement Number: \_\_\_\_\_-R

Item 10.

WBS: \_\_\_\_\_

Cooperator PO if applicable: N/A

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**BEAUFORT COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to facilitate WS providing wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the Work Plan.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. Beaufort County shall be identified as the Cooperator in this Agreement. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Beaufort County employee as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Jon Rembold, C.M. Airport Director

39 Airport Circle

Beaufort, SC 29907

(843) 441 – 5871

jrembold@bcgov.net

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees.

## ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

APHIS WS: Noel E. Myers, State Director

USDA, APHIS, WS

400 Northeast Drive, Suite L

Columbia, SC 29203

(803) 477 – 3151

Noel.e.myers@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

## ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.



## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on August 1, 2024 and shall continue through August 1, 2026, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 57-6000311

APHIS-WS's Tax ID: 41-0696271

**BEAUFORT COUNTY**

---

Beaufort County Administrator  
PO Drawer 1228  
Beaufort, SC 29901

---

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

---

Noel E. Myers, State Director  
USDA, APHIS, WS  
400 Northeast Drive, Suite L  
Columbia, SC 29203

---

Date

Prepared by (APHIS-WS employee): Lauren Buxton

## WORK PLAN

**Cooperator:** Beaufort County – Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW)

**Contact:** Dan Neeson [cneeson@bcgov.net](mailto:cneeson@bcgov.net) (HXD)  
Eric Townsend [eric.townsend@bcgov.net](mailto:eric.townsend@bcgov.net) (ARW)

**Cooperative Service Agreement Number:** < >

**WBS Element:** < >

**FMMI Shorthand Code:** < >

**Dates:** August 1, 2024 – August 1, 2026

In accordance with the Cooperative Service Agreement between Beaufort County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Program Objective**

To facilitate WS providing wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the in the Plan of Action.

### **Plan of Action**

WS activities under this cooperative effort will be limited to airport property. All program activities will be conducted in compliance with State and Federal regulations. WS will use an integrated wildlife damage management approach to resolve wildlife-related threats to aviation property and human health and safety. Services include both technical assistance in non-lethal recommendations (e.g. harassment, Part 139 training) and operational lethal control of hazardous wildlife species (e.g. shooting, trapping, addling). Lethal control will occur situationally to reinforce non-lethal control measures. Hazardous wildlife species include, but not limited to, Canada goose, deer, coyote, foxes, Rock dove (pigeon), and other migratory birds.

Management activities conducted by APHIS WS will focus on the following:

- Provide technical assistance on reducing aviation safety threats caused by wildlife.
- Provide operational assistance to reduce safety threats caused by wildlife as mutually agreed upon by Director of Airports and WS personnel.
- Provide training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36.

**FINANCIAL PLAN**

| <b>Cost Element</b>  |        | <b>Full Cost</b> |
|--|--------|------------------|
| Personnel Compensation   |        | \$ 9,797.09      |
| Travel   |        |                  |
| Vehicles   |        | \$ 1,000.00      |
| Other Services   |        |                  |
| Supplies and Materials   |        | \$ 1,000.00      |
| Equipment  |        |                  |
| Subtotal (Direct Charges)  |        | \$ 11,797.09     |
|  |        |                  |
| Pooled Job Costs [for non-Over-the Counter projects]   | 11.00% | \$ 1,297.68      |
| Indirect Costs   | 16.15% | \$ 1,905.23      |
| Aviation Flat Rate Collection  |        |                  |
|  |        |                  |
| Agreement Total  |        | \$ 15,000.00     |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$15,000.00 |        |                  |

Financial Point of Contact (for billing questions and invoicing):

Cooperator Name, Address, Phone Number, Email

Beaufort County

Jon Rembold, C.M Airport Director

39 Airport Circle

Beaufort, SC 29907

(843) 441 – 5871

jrembold@bcgov.net

APHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS WS

Sheron Bauldrick

400 Northeast Drive, Suite L

Columbia, SC 29203

(803) 786 – 9455

Sheron.bauldrick@usda.gov



# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 11.

### ITEM TITLE:

**APPROVAL OF A RESOLUTION TO ACCEPT SCAC GRANT 24-026 IN THE AMOUNT OF \$140,405.00 FOR HXD AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT**

### MEETING NAME AND DATE:

Public Facilities and Safety Committee; October 21, 2024

### PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

### ITEM BACKGROUND:

The Airports Board reviewed and recommended the approval of the grant acceptance at the monthly meeting held on September 19, 2024.

### PROJECT / ITEM NARRATIVE:

The tower communication radio suite is 20 years old. Two of the four radios have failed and must be replaced. The airport intends to replace and upgrade the full radio suite to ensure consistency and to mitigate the potential failure of the remaining aging radios. The airport considers this an important safety project.

### FISCAL IMPACT:

This grant provides 100% funding and was awarded through the Commercial Service Entitlement Funds and does **not** require a local match.

GL Code 5402-90-0000-57130 | Current encumbered balance for the project: \$140,405.00

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept SCAC Grant 24-026 in the amount of \$140,405.00 for HXD Air Traffic Control Tower Radio Suite Equipment Replacement.

### OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the proposed Resolution to accept SCAC Grant 24-026 in the amount of \$140,405.00 for HXD Air Traffic Control Tower Radio Suite Equipment Replacement

**Next step: County Council Meeting – October 28, 2024**



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

Henry D. McMaster  
GOVERNOR

Gary W. Siegfried  
EXECUTIVE DIRECTOR  
**Aeronautics Commission**

Delphin A. Gantt, Jr.  
CHAIRMAN

Anne Esposito  
DISTRICT 1

Denise Bryan  
DISTRICT 2

Skeets Cooper  
DISTRICT 3

Terry Connorton  
DISTRICT 4

Charles "Doug" Barnes  
DISTRICT 5

Marco Cavazzoni  
DISTRICT 6

Christopher Bethea  
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator  
County of Beaufort  
PO Drawer 1228  
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission  
SCAC Grant No: **24-026**  
**Hilton Head Island Airport (HXD)**  
Project Description: **Replace ATCT Radio Suite (Equipment)**

Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your application for **Fiscal Year 2025 (FY-25) Commercial Service Entitlement Funds** and awarded **\$140,405** to **Beaufort County** for the **Replacement of Air Traffic Control Tower (ATCT) Radio Suite (Equipment)** project at the **Hilton Head Island Airport (HXD)**.

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

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

|                           |                   |
|---------------------------|-------------------|
| State Funds               | \$ 140,405        |
| <b>Total Project Cost</b> | <b>\$ 140,405</b> |

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

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

**Gary W. Siegfried, PE**  
Executive Director

Encl: Grant Agreements (Two copies)



Item 11.





## GRANT AGREEMENT (EQUIPMENT)

### PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No: **24-026**

To: **Beaufort County**  
*(referred to as the "Sponsor")*

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **July 25, 2024** for the grant of State Funds for a project for development of the **Hilton Head Island Airport (HXD)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

#### Replace ATCT Radio Suite (Equipment)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

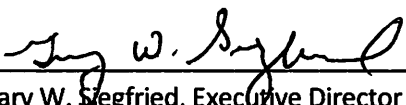
| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Federal               | \$ 000,000    |
| State                 | \$ 140,405    |
| Sponsor               | \$ 000,000    |
| Other                 | \$ 000,000    |

for a total cost of **\$140,405** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$140,405 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA AERONAUTICS COMMISSION

  
\_\_\_\_\_  
Gary W. Siegfried, Executive Director  
South Carolina Aeronautics Commission

09/03/2024  
\_\_\_\_\_  
Date

#### ACCEPTANCE OF GRANT

\_\_\_\_\_  
Signature of Sponsor  
Legal Authority to Execute this Grant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Official

## PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
  
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
  
3. Sponsor shall:
  - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
  - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
  - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
  - d. Submit all planning and construction documents to SCAC for review and approval; and
  - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
    - ➔ new, upgraded, deactivated, or repurposed airfield pavement and lighting;
    - ➔ land acquisition or releases, including easements;
    - ➔ major obstruction clearing;
    - ➔ new, upgraded, or downgraded instrument procedures; and
    - ➔ new, revised, or expanded airport-related zoning ordinances.
  
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
  - ➔ FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
  - ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- ➔ 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- ➔ Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- ➔ 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- ➔ the height of objects around airports,
- ➔ communication, visibility, and bird strike hazards,
- ➔ incompatible land uses in the Runway Protection Zone (RPZ); and
- ➔ if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
  - ➔ Paper of at least 24 inch by 36-inch size sheet(s);
  - ➔ Portable Document Format (PDF) electronic file(s).
  - ➔ GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
  - ➔ CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free complete bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.



19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

### PART III - ACCEPTANCE

\_\_\_\_\_ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature By)

\_\_\_\_\_  
(Title)

(Seal)

Attest \_\_\_\_\_

Title \_\_\_\_\_

#### CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for \_\_\_\_\_  
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said \_\_\_\_\_ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Title \_\_\_\_\_

**EXHIBIT A****AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

Personally, appeared before me \_\_\_\_\_

being first duly sworn says that he is a member of the firm of \_\_\_\_\_  
 and further says that his firm, association, or corporation has not, either directly or indirectly, entered into  
 any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive  
 bidding in connection with the submission of a bid on the above-named project.

Further, \_\_\_\_\_ swears and affirms that all legal formalities required for  
 the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,  
 on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of  
 him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said  
 formalities were not in fact complied with.

 \_\_\_\_\_  
 (Legal Signature)

SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

**RESOLUTION 2024/\_\_\_\_\_****A RESOLUTION TO ACCEPT SCAC GRANT 25-026 FOR HILTON HEAD ISLAND AIRPORT AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT**

**WHEREAS**, the Hilton Head Island Airport is undertaking a safety project in upgrading the aging radios in the Air Traffic Control Tower; and

**WHEREAS**, the South Carolina Aeronautics Commission (SCAC) approved the application for Fiscal Year 2025 Commercial Service Entitlement Funds; and

**WHEREAS**, SCAC has awarded a grant for the Hilton Head Island Airport (\$140,405.00) to fund the purchase of air traffic control tower radio suite equipment; and

**WHEREAS**, the SCAC grant will provide 100% of the total project cost of the equipment replacement.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 24-026 for the Hilton Head Island Airport Air Traffic Control Tower Radio Suite Equipment Replacement.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

**ITEM TITLE:**

**RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD**

**MEETING NAME AND DATE:**

Public Facilities & Safety Committee – October 21, 2024

**PRESENTER INFORMATION:**

Jon Rembold, C.M. Airports Director

(5 minutes)

**ITEM BACKGROUND:**

The Airports Board reviewed and approved the resolution at its monthly meeting held on October 17, 2024.

**PROJECT / ITEM NARRATIVE:**

The Best of Hilton Head operates a shuttle service option for passenger transportation at the Hilton Head Island Airport. Shuttle services provide comfortable rides from the airport to passenger final destinations throughout Hilton Head Island.

**FISCAL IMPACT:**

This is a revenue generating agreement. There is no cost to the airport.

Shuttle Fee Schedule:

- \$1.00 per passenger (15 pax)
- \$5.00 minimum charge, per entry

**STAFF RECOMMENDATIONS TO COMMITTEE:**

Approve the resolution for a letter of agreement for shuttle service between Beaufort County and The Best of Hilton Head and forward to County Council for approval.

**OPTIONS FOR COMMITTEE MOTION:**

Motion to approve /deny the resolution for a letter of agreement for shuttle service between Beaufort County and The Best of Hilton Head

**Next step: County Council Meeting – October 28, 2024**

**RESOLUTION NO. 2024/\_\_\_\_\_****A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD**

**WHEREAS**, the Hilton Head Island Airport ("Airport") desires to enter into a Letter of Agreement with The Best of Hilton Head ("Operator"), that shall include a reasonable rate based on Airport access fees; and

**WHEREAS**, Operator is engaged in the business of Shuttle Service and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

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

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Shuttle Service with The Best of Hilton Head on the same, or substantially similar, terms set forth in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Shuttle Service with The Best of Hilton Head on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council



**LETTER OF AGREEMENT**  
**FOR SHUTTLE SERVICE**

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

1. **PRIMARY SERVICE**

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

2. **FACILITIES ASSIGNED TO THE OPERATOR**

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

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

3. **FEES**

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

**Vehicle Information**

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

Payment address:

Hilton Head Island Airport  
Attn: Administration  
26 Hunter Road  
Hilton Head Island, SC 29926

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

4. PUBLIC SERVICE

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

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

5. SHUTTLE EQUIPMENT

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

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

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

- B. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old.
- C. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
- D. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
- E. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the shuttle service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
- F. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director or designee in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

## 6. PERSONNEL

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

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

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

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

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

## 7. PERMITS AND LICENSES

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

## 8. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions of their drivers, and Beaufort County and its officers and employees shall in no way be responsible for their acts or omissions. Operator agrees to fully indemnify and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

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

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

Property Damage:     \$50,000 each occurrence

A. In all insurance policies carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional

insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of an insurance policy required pursuant to this Agreement is cause for termination until the required insurance is reinstated by an acceptable policy.

- B. The Operator shall furnish to the County all required Certificates of Insurance before beginning operations under this Agreement. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

9. RULES AND REGULATIONS

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

10. REPAIRS AND MODIFICATIONS

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

11. TERM

The term of this agreement shall commence on 1 October 2024 and shall end on 29 September 2025.

After that time, this Agreement may be renewed up to two (2) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

12. COUNTY'S RIGHT TO CANCELLATION

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

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.

- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

### 13. OPERATOR'S RIGHT TO CANCELLATION

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

- A. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- B. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

### 14. DEFAULT OF WAIVER

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

### 15. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 12(g). The County shall not be responsible for resolving such complaints as may be

received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

**16. GRANT AGREEMENTS**

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

**17. RIGHT TO DEVELOP AIRPORT**

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

**18. SUBORDINATION OF AGREEMENT**

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

**19. NON-DISCRIMINATION**

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

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

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



20. GENERAL PROVISIONS

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

21. NOTICE

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

The address of the County/Airport is:

County Council of Beaufort County  
Hilton Head Island Airport  
26 Hunter Road  
Hilton Head Island, SC 29926

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

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

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

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

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

\_\_\_\_\_

WITNESS

COUNTY ADMINISTRATOR  
BEAUFORT COUNTY

DATE\_\_\_\_\_

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

DATE\_\_\_\_\_

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

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

**Rule 1**      Permitted Locations:

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

**Rule 2**      Attending Vehicle

Vehicles shall not be left standing unattended in any loading or unloading lane in front of the terminal. area or road and shall not use areas designated for use by other class of vehicle, or parking spaces reserved for other vehicles/companies.

**Rule 3**      Permitted Time

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



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

### ITEM TITLE:

A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$3,000,000 FOR THE LAUREL BAY TREATMENT PLANT PROJECT

### MEETING NAME AND DATE:

Public Facilities and Safety Committee – October 21, 2024

### PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

### ITEM BACKGROUND:

The South Carolina Department of Veterans' Affairs provided a grant opportunity through the Military Enhancement Plan Fund, which is distributed to projects including, but not limited to, recreational purposes, educational purposes, and facilities for military personnel.

### PROJECT / ITEM NARRATIVE:

Beaufort County, in partnership with BJWSA, applied for a \$3M grant to help fund the \$9.4M Laurel Bay Treatment Plant Project. The existing wastewater treatment plant located within the Laurel Bay Housing Community was constructed in the 1950s, has served its useful life and needs replacement. Rather than replace in kind, BJWSA decided to replace the plant with a pump station and force main to send the waste to their Port Royal Wastewater Treatment facility.

### FISCAL IMPACT:

The grant is a 30/70 match: 30% from SCDVA and 70% Local Match. The local match is being provided by BJWSA. There is no funding contribution by Beaufort County.

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend approving the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant project.

### OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans' Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant project.

*Next Steps: Move forward to County Council to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant project.*

**RESOLUTION 2024 /\_\_****A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$3,000,000 FOR THE WASTEWATER LAUREL BAY TREATMENT PLANT PROJECT**

**WHEREAS** the Laurel Bay Wastewater Treatment Plant serves the Laurel Bay Military Housing Community and all military installations in Beaufort County; and

**WHEREAS** the Laurel Bay Wastewater Treatment Plant was installed in the 1950s, has served its useful life and needs replacement; and

**WHEREAS** the conversion project will provide long-term solutions for Laurel Bay's needs, eliminate the risks associated with old infrastructure, and enhance the quality of life for residents, thereby contributing to mission assurance; and

**WHEREAS** BJWSA is the responsible utility providing the sewer service and will own, operate, and maintain the proposed improvements; and

**WHEREAS** the total cost of the project is \$9.4 million which will include a 70% match from BJWSA; and

**WHEREAS** Beaufort County was awarded \$3,000,000 from the South Carolina Department of Veterans Affairs Military Enhancement Plan Fund Grant for the Laurel Bay Treatment Plant; and

**WHEREAS** Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** hereby approves the acceptance of the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

# Military Enhancement Fund Grant Award Letter



Item 13.

October 8, 2024

Michael Moore  
100 Ribaut Road  
Post Office Drawer 1228  
Beaufort, SC 29901-1228  
[michael.moore@bcgov.net](mailto:michael.moore@bcgov.net)

Re: Award of Military Enhancement Plan Grant

Dear Mr. Moore,

The South Carolina Department of Veterans' Affairs (SCDVA) is pleased to inform you that a Grant has been approved in the amount of \$3,000,000 for the Wastewater Laurel Bay Treatment Plant from the Military Enhancement Fund.

This letter and the attached Agreement contain the terms and conditions of accepting our Grant. Please read the Agreement carefully, sign, and return no later than October 31, 2024. After we receive your signed Agreement, SCDVA will disburse your Grant funds via SCEIS. Please contact SCDVA if you require assistance in registering as a vendor in SCEIS.

The Grant funds must be used specifically for the Wastewater Laurel Bay Treatment Plant. You may submit a written request to change the scope of the Grant as described in the Agreement. Unexpended funds must be returned to the Military Enhancement Fund. You must file the attached Quarterly Accounting Report with SCDVA until all Grant funds are exhausted. If you delegate any requirements to a subawardee, you remain responsible for assuring they are completed.

If you have any questions, please do not hesitate to contact Sandy Claypoole at [sandy.claypoole@scdva.sc.gov](mailto:sandy.claypoole@scdva.sc.gov).

Sincerely,

Todd B. McCaffrey  
Major General, U.S. Army (Ret)  
Secretary, South Carolina Department of Veterans' Affairs

# Military Enhancement Plan Grant Award Agreement



Item 13.

This Grant Award Agreement (Agreement) is made and entered into as of the 8th day of October, 2024, by and between the South Carolina Department of Veterans' Affairs (SCDVA) and Beaufort County (County).

## 1. Grant Amount

SCDVA agrees to grant to the County and the County agrees to accept from SCDVA a grant in the amount of 3,000,000 Dollars from the Military Enhancement Plan.

## 2. Purpose of Grant

The purpose of this Grant is the Wastewater Laurel Bay Treatment Plant.

## 3. Disbursement of Grant Funds

SCDVA will disburse the total funds of \$3,000,000 to County via SCEIS following the signing of this agreement.

## 4. Use of Grant Funds

The County shall use the Grant funds solely for the purpose of the Wastewater Laurel Bay Treatment Plant. The County shall not use the Grant funds for any other purpose. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the funds are used for the Wastewater Laurel Bay Treatment Plant. Failure to do so may result in recoupment of the grant amount, disqualification from future Grant applications, or both.

## 5. Reporting Requirements

The County shall submit to SCDVA quarterly progress reports on the designated Quarterly Accounting Form. The County shall submit the Quarterly Accounting Form until such time as the Grant funds are exhausted. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the Quarterly Accounting Form is submitted. Failure to do so may result in disqualification from future Grant applications.

## 6. Audit Requirements

The County shall allow SCDVA, the State Auditor's Office, or any designee to audit the use of the Grant funds at any time until the Grant funds are exhausted and for a period of three years thereafter. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the records are maintained.

## 7. Grant Amendment

Awards may be amended in Scope. The County must return unexpended funds resulting from any amendment to SCDVA. SCDVA will not approve increases to the Grant amount.

## 8. Unexpended Funds

Any unexpended Grant funds remaining after completion of the Wastewater Laurel Bay Treatment Plant shall be returned to the Military Enhancement Plan. If the funds are disbursed to a subawardee, the County remains responsible for the return of unexpended funds.

## 9. Delegation

If Grant funds are passed through to a subawardee, you remain responsible for assuring requirements in this Agreement are met.

## 10. Termination

SCDVA may terminate this Grant and request the return of unspent funds if the County fails to comply with any of the terms of this Agreement.



#### 11. Publicity

The County may publicize the Grant in recognition of Military Enhancement Plan support. SCDVA and the County may each disclose the other party's name and the amount of the Grant in internal and external communications. Neither party will may use any other public communications related to the Grant without the prior written consent of the other party.

#### 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

#### 13. Scope of Agreement

This agreement governs only the award of the Grant under the Military Enhancement Plan. This agreement does not govern any other relationships between SCDVA and the County.

#### 14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings between the parties, whether written or oral.

#### 15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

#### 16. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

#### 17. Notices

All notices and other communications under this Agreement shall be in writing and shall be delivered via email.

If to SCDVA: Sandy Claypoole [sandy.claypoole@scdva.sc.gov](mailto:sandy.claypoole@scdva.sc.gov)

If to the County: [Name] \_\_\_\_\_

[Email Address] \_\_\_\_\_

or to such other email address as either party may designate in writing from time to time.

#### 18. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

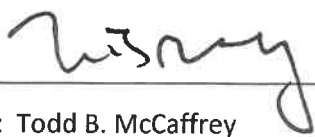
#### 19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For SCDVA

Signature



Printed Name: Todd B. McCaffrey

Title: Secretary, South Carolina Department of Veterans' Affairs

For the County:

Signature

Printed Name

Title



# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 14.

### ITEM TITLE:

APPROVAL OF A **RESOLUTION TO ACCEPT SCAC GRANT 24-027 IN THE AMOUNT OF \$157,006.00 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT (CONSTRUCTION)**

### MEETING NAME AND DATE:

Public Facilities and Safety Committee; October 21, 2024

### PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

### ITEM BACKGROUND:

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on September 19, 2024.

### PROJECT / ITEM NARRATIVE:

A recent inspection and analysis indicate the condition of runway 07/25 has met the threshold for rehabilitation. The construction of a new runway is necessary to maintain compliance with safety standards and FAA grant sponsor assurances.

### FISCAL IMPACT:

Total Project Cost (\$3,140,118.00). Project Funding Sources include:

- (90%) FAA BIL Grant \$2,826,106.00
- **(5%) SCAC Grant 24-027 \$157,006.00**
- (5%) Sponsor Share \$157,006.00

GL Code 5102-90-0000-57130 | Current Balance: \$3,175,592.00

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept SCAC Grant 24-027 in the amount of \$157,006 for ARW Runway 07/25 Rehabilitation Project (Construction)

### OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the proposed Resolution to accept SCAC Grant 24-027 in the amount of \$157,006.00 for ARW Runway 07/25 Rehabilitation Project (Construction)

**Next step: County Council Meeting – October 28, 2024**



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

Henry D. McMaster  
GOVERNOR

Gary W. Siegfried  
EXECUTIVE DIRECTOR  
**Aeronautics Commission**

Delphin A. Gantt, Jr.  
CHAIRMAN

Anne Esposito  
DISTRICT 1

Denise Bryan  
DISTRICT 2

Skeets Cooper  
DISTRICT 3

Terry Connorton  
DISTRICT 4

Charles "Doug" Barnes  
DISTRICT 5

Marco Cavazzoni  
DISTRICT 6

Christopher Bethea  
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator  
County of Beaufort  
PO Drawer 1228  
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission  
SCAC Grant No: **24-027**  
**Beaufort Executive Airport (ARW)**  
Project Description: **Rehabilitate Runway 7 – 25 (Construction)**

Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$157,006** to **Beaufort County** for the **Rehabilitate Runway 7 – 25 (Construction)** project at the **Beaufort Executive Airport (ARW)**.

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

This project qualifies for Federal, State, and Local government funds. Project costs and funding are as follows:

|                              |                    |
|------------------------------|--------------------|
| Federal Funds                | \$2,826,106        |
| State Funds                  | \$ 157,006         |
| <u>Airport Sponsor Funds</u> | <u>\$ 157,006</u>  |
| <b>Total Project Cost</b>    | <b>\$3,140,118</b> |

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

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

**Gary W. Siegfried, PE**  
Executive Director

Encl: Grant Agreements (Two copies)



Item 14.



## GRANT AGREEMENT (CONSTRUCTION)

### PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No.: **24-027**

To: **Beaufort County**  
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **June 12, 2024** for the grant of State Funds for a project for development of the **Beaufort Executive Airport (ARW)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

#### **Rehabilitate Runway 7 - 25 (Construction)**

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Federal               | \$ 2,826,106  |
| State                 | \$ 157,006    |
| Sponsor               | \$ 157,006    |
| Other                 | \$ 00,000     |

for a total cost of **\$3,140,118** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$157,006 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA AERONAUTICS COMMISSION

  
\_\_\_\_\_  
Gary W. Stegmaier, Executive Director  
South Carolina Aeronautics Commission

09/03/2024  
\_\_\_\_\_  
Date

#### ACCEPTANCE OF GRANT

\_\_\_\_\_  
Signature of Sponsor  
Legal Authority to Execute this Grant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Official

## PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
  
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
  
3. Sponsor shall:
  - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
  - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
  - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
  - d. Submit all planning and construction documents to SCAC for review and approval; and
  - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
    - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
    - land acquisition or releases, including easements;
    - major obstruction clearing;
    - new, upgraded, or downgraded instrument procedures; and
    - new, revised, or expanded airport-related zoning ordinances.
  
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.



5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
  - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
  - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- ➔ 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- ➔ Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- ➔ 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- ➔ the height of objects around airports,
- ➔ communication, visibility, and bird strike hazards,
- ➔ incompatible land uses in the Runway Protection Zone (RPZ); and
- ➔ if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
  - ➔ Paper of at least 24 inch by 36-inch size sheet(s);
  - ➔ Portable Document Format (PDF) electronic file(s).
  - ➔ GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
  - ➔ CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

**PART III - ACCEPTANCE**

\_\_\_\_\_ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature By)

\_\_\_\_\_  
(Title)

(Seal)

Attest \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as attorney for \_\_\_\_\_  
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said \_\_\_\_\_ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Title \_\_\_\_\_

**EXHIBIT A****AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

Personally, appeared before me \_\_\_\_\_

being first duly sworn says that he is a member of the firm of \_\_\_\_\_  
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into  
any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive  
bidding in connection with the submission of a bid on the above-named project.

Further, \_\_\_\_\_ swears and affirms that all legal formalities required for  
the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,  
on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of  
him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said  
formalities were not in fact complied with.

\_\_\_\_\_  
(Legal Signature)

SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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



**RESOLUTION 2024/\_\_\_\_\_****A RESOLUTION TO ACCEPT SCAC GRANT 24-027 FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION PROJECT (CONSTRUCTION)**

**WHEREAS**, the South Carolina Aeronautics Commission (SCAC) has approved a grant for the Beaufort Executive Airport Runway 07/25 Rehabilitation Project (Construction); and

**WHEREAS**, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

**WHEREAS**, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

**WHEREAS**, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 24-027 funding for Beaufort Executive Airport Runway 07/25 Rehabilitation Project (Construction).

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

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



# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 15.

| ITEM TITLE:  |
|--|
| RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH.  |
| MEETING NAME AND DATE:   |
| Public Facilities and Safety Committee October 21, 2024  |
| PRESENTER INFORMATION:   |
| John Robinson, ACA Public Safety. 5 minutes  |
| ITEM BACKGROUND:   |
| <p>Beaufort County Emergency Medical Services has been awarded a Grant in Aid award from the South Carolina Department of Public Health. The purpose of the Grants in Aid (GIA) Program is to provide financial assistance to counties to improve and upgrade the EMS System to increase training, reduce injury, and minimize the loss of life.</p> <p>The South Carolina Department of Public Health ("DPH") distributes state appropriated EMS funds in accordance with Section 31.7 of the Part 1B Provisos of the 2024-2025 Appropriations Act. The monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county.</p> <p>Beaufort County's allocation for Fiscal Year 2024-2025 is determined to be \$15,886.35. Funding is on a percentage basis with funding for the approved requests prorated based on the number of emergency runs made by the service as documented to DPH on the official ambulance run report. Beaufort County EMS, 20799 (77% of calls) and Hilton Head Fire/Rescue, 6220 (23% of calls) medical calls for service year 2023.</p> <p>2025 Funds from DPH for Beaufort County, \$15,886.35, distributed to Beaufort County EMS, \$12,232.49 and Hilton Head Fire/Rescue, \$3,653.86. Receiving must match the 5.5% matching amount as described in the funds distribution letter.</p> |
| PROJECT / ITEM NARRATIVE:  |
| Acceptance of a grant for Beaufort County EMS  |
| FISCAL IMPACT:   |
| <i>Fiscal Impact is \$873.450 from account 2555-20-1210-57130 balance of \$17,298.35</i>   |
| STAFF RECOMMENDATIONS TO COUNCIL:  |
| Staff recommends approval of the Resolution to accept GIA grant funds from the South Carolina Department of Public Health.   |

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny the approval of a Resolution to accept Grant in Aid from the South Carolina Department of Public Health.

Next steps - Move forward to Council for approval on October 28, 2024

**RESOLUTION 2024/\_\_\_\_\_****A RESOLUTION TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH.**

**WHEREAS**, the South Carolina Department of Public Health offers funding under their Grant in Aid program for the purpose of improving or upgrading the Emergency Medical Services systems through licensed ambulance services; and

**WHEREAS**, state appropriate funds are distributed in accordance with Section 31.7 part 1B provisos of the 2024-2025 appropriations act; and

**WHEREAS**, Beaufort County recognizes that the allocation for FY 2024-2025 is to determine to be \$15,886.35 for Beaufort County Emergency Medical Services with required 5.5% matching funds; and

**NOW, THEREFORE, BE IT RESOLVED**, that Beaufort County Council hereby approves the acceptance the 2024-2025 GIA Grant from the South Carolina Department of Public Health.

This Resolution shall be effective October 28, 2024.

Dated this \_\_\_\_\_ day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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



September 20, 2024

Beaufort County  
Attention: Michael Moore County Administrator  
PO Box 1228  
Beaufort, South Carolina 29901

Re: EMS – GIA Funds SFY2025

Dear Mr. Moore:

The South Carolina Department of Public Health (“DPH”) distributes state appropriated EMS funds in accordance with Section 31.7 of the Part IB Provisos of the 2024-2025 Appropriations Act. The funds must be utilized as outlined in this document and for the purpose of improving and upgrading the Emergency Medical Services system throughout the state. The monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county. **Beaufort County's** allocation for Fiscal Year 2024-2025 is determined to be **\$15,886.35**.

Proviso 117.21 in the Miscellaneous Provisions section of the Act states: “Each state agency receiving funds that are a direct appropriation to a non-profit organization, prior to disbursing the funds, shall require from each recipient organization a plan of how the state funds will be spent and how the expenditures will provide a public benefit. The Executive Budget Office, Department of Administration shall provide each state agency with a standard



form for collecting the information required. After receiving the funds, non-profit organizations shall provide quarterly spending updates to the respective state agency. After all state funds have been expended, each organization shall provide an accounting of how the funds were spent, including an accounting of funds provided to subgrantees and affiliated non-profits." Please visit our website, <https://dph.sc.gov/professionals/healthcare-quality/contribution-and-distribution-expenditure-program>, to download the required forms. Your first quarterly spending update will be due January 15, 2025, and quarterly spending update shall end after all funds have been expended and a final quarterly spending update has been provided.

Disbursement of these funds will take place once we receive the signed agreement and the completed Disbursement Request Form. No funds shall be disbursed to organizations or purposes which practice discrimination against persons by virtue of race, creed, color, or national origin.

In addition to these requirements, Proviso 31.7 allows local matching funds to be provided by the recipients of the allocations. In order to meet these requirements, we will need the following:

1. Documentation that the receiving party meets the 5.5% matching amount and a description of the local matching funds.

Please remember to timely submit such information to DPH should your organization receive EMS funds.

Code Section 11-9-110 requires that an organization receiving funds submit to the Executive Budget Office and the Revenue and Fiscal Affairs Office by the end of the fiscal year (June 30, 2025 ) a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the funds. Funds will not be distributed to an organization until it agrees in writing to allow the State Auditor to audit or cause to be audited the Funds.

**It is preferred that the above documentation be sent electronically to**





[EMSGIA@DPH.SC.GOV](mailto:EMSGIA@DPH.SC.GOV). If that is not feasible, please mail to **Mary Neely, Grant in Aid, DPH Division of EMS, PO Box 101106, Columbia, SC 29211.**

Please contact Mary Neely at (803) 545-4273 or email at [EMSGIA@DPH.SC.GOV](mailto:EMSGIA@DPH.SC.GOV) if you have any questions or need further assistance.

Sincerely,

Gwen Thompson  
Director of Healthcare Quality

I agree to provide the required documentation outlined in this letter. I agree to allow the State Auditor to audit or cause to be audited the funds. I am a representative of **Beaufort County**, authorized to legally commit this organization.

---

Print Name (Authorized Party)

---

Signature (Authorized Party)

---



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

### ITEM TITLE:

A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$1,600,000 FOR THE PORT ROYAL RECLAMATION FACILITY PROJECT

### MEETING NAME AND DATE:

Public Facilities and Safety Committee – October 21, 2024

### PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

### ITEM BACKGROUND:

The South Carolina Department of Veterans Affairs provided a grant opportunity through the Military Enhancement Plan Fund, which is distributed to projects including, but not limited to, recreational purposes, educational purposes, and facilities for military personnel.

### PROJECT / ITEM NARRATIVE:

Beaufort County, in partnership with BJWSA, applied for a \$1.6M grant to help fund the \$3M Port Royal Reclamation Facility Project. Sewer service to each of the three military installations is provided by the Port Royal Reclamation Facility. The project is intended to provide redundancy and increased sewer service reliability by adding an additional dewatering belt press line and an additional UV disinfection system.

### FISCAL IMPACT:

The grant is a 50/50 match: 50% from SCDVA and 50% Local Match. The local match is being provided by BJWSA. There is no funding contribution by Beaufort County.

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend approving the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility project.

### OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility project.

*Next Steps: Move forward to County Council to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility project.*

# Military Enhancement Fund Grant Award Letter



Item 16.

October 8, 2024

Michael Moore  
100 Ribaut Road  
Post Office Drawer 1228  
Beaufort, SC 29901-1228  
[michael.moore@bcgov.net](mailto:michael.moore@bcgov.net)

Re: Award of Military Enhancement Plan Grant

Dear Mr. Moore,

The South Carolina Department of Veterans' Affairs (SCDVA) is pleased to inform you that a Grant has been approved in the amount of \$1,600,000 for the Port Royal Reclamation Facility from the Military Enhancement Fund.

This letter and the attached Agreement contain the terms and conditions of accepting our Grant. Please read the Agreement carefully, sign, and return no later than October 31, 2024. After we receive your signed Agreement, SCDVA will disburse your Grant funds via SCEIS. Please contact SCDVA if you require assistance in registering as a vendor in SCEIS.

The Grant funds must be used specifically for the Port Royal Reclamation Facility. You may submit a written request to change the scope of the Grant as described in the Agreement. Unexpended funds must be returned to the Military Enhancement Fund. You must file the attached Quarterly Accounting Report with SCDVA until all Grant funds are exhausted. If you delegate any requirements to a subawardee, you remain responsible for assuring they are completed.

If you have any questions, please do not hesitate to contact Sandy Claypoole at [sandy.claypoole@scdva.sc.gov](mailto:sandy.claypoole@scdva.sc.gov).

Sincerely,

Todd B. McCaffrey  
Major General, U.S. Army (Ret)  
Secretary, South Carolina Department of Veterans' Affairs

# Military Enhancement Plan Grant Award Agreement



Item 16.

This Grant Award Agreement (Agreement) is made and entered into as of the 8th day of October, 2024, by and between the South Carolina Department of Veterans' Affairs (SCDVA) and Beaufort County (County).

## 1. Grant Amount

SCDVA agrees to grant to the County and the County agrees to accept from SCDVA a grant in the amount of 1,600,000 Dollars from the Military Enhancement Plan.

## 2. Purpose of Grant

The purpose of this Grant is the Port Royal Reclamation Facility.

## 3. Disbursement of Grant Funds

SCDVA will disburse the total funds of \$1,600,000 to County via SCEIS following the signing of this agreement.

## 4. Use of Grant Funds

The County shall use the Grant funds solely for the purpose of the Port Royal Reclamation Facility. The County shall not use the Grant funds for any other purpose. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the funds are used for the Port Royal Reclamation Facility. Failure to do so may result in recoupment of the grant amount, disqualification from future Grant applications, or both.

## 5. Reporting Requirements

The County shall submit to SCDVA quarterly progress reports on the designated Quarterly Accounting Form. The County shall submit the Quarterly Accounting Form until such time as the Grant funds are exhausted. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the Quarterly Accounting Form is submitted. Failure to do so may result in disqualification from future Grant applications.

## 6. Audit Requirements

The County shall allow SCDVA, the State Auditor's Office, or any designee to audit the use of the Grant funds at any time until the Grant funds are exhausted and for a period of three years thereafter. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the records are maintained.

## 7. Grant Amendment

Awards may be amended in Scope. The County must return unexpended funds resulting from any amendment to SCDVA. SCDVA will not approve increases to the Grant amount.

## 8. Unexpended Funds

Any unexpended Grant funds remaining after completion of the Port Royal Reclamation Facility shall be returned to the Military Enhancement Plan. If the funds are disbursed to a subawardee, the County remains responsible for the return of unexpended funds.

## 9. Delegation

If Grant funds are passed through to a subawardee, you remain responsible for assuring requirements in this Agreement are met.

## 10. Termination

SCDVA may terminate this Grant and request the return of unspent funds if the County fails to comply with any of the terms of this Agreement.

**11. Publicity**

The County may publicize the Grant in recognition of Military Enhancement Plan support. SCDVA and the County may each disclose the other party's name and the amount of the Grant in internal and external communications. Neither party will may use any other public communications related to the Grant without the prior written consent of the other party.

**12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

**13. Scope of Agreement**

This agreement governs only the award of the Grant under the Military Enhancement Plan. This agreement does not govern any other relationships between SCDVA and the County.

**14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings between the parties, whether written or oral.

**15. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

**16. Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

**17. Notices**

All notices and other communications under this Agreement shall be in writing and shall be delivered via email.

If to SCDVA: Sandy Claypoole [sandy.claypoole@scdva.sc.gov](mailto:sandy.claypoole@scdva.sc.gov)

If to the County: [Name] \_\_\_\_\_

[Email Address] \_\_\_\_\_

or to such other email address as either party may designate in writing from time to time.

**18. Headings**

The headings in this Agreement are for convenience only and shall not affect its interpretation.

**19. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For SCDVA

Signature



Printed Name: Todd B. McCaffrey

Title: Secretary, South Carolina Department of Veterans' Affairs

For the County:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**RESOLUTION 2024 /\_\_****A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$1,600,000 FOR THE PORT ROYAL RECLAMATION FACILITY PROJECT**

**WHEREAS** the Port Royal Wastewater Reclamation Facility provides sewer service to all military installations in Beaufort County; and

**WHEREAS** the resiliency of the plant is limited by a single dewatering belt line single disinfection system; and

**WHEREAS** the project provides a second dewatering belt filter press and a second UV disinfection system that will enhance the reliability and redundancy ensuring uninterrupted service to each of the military installations; and

**WHEREAS** BJWSA is the responsible utility providing the sewer service and will own, operate, and maintain the proposed improvements; and

**WHEREAS** the total cost of the project is \$3,000,000 which will include a 50% match from BJWSA; and

**WHEREAS** Beaufort County was awarded \$1,600,000 from the South Carolina Department of Veterans Affairs Military Enhancement Plan Fund Grant for the Port Royal Reclamation Facility Project; and

**WHEREAS** Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** hereby approves the acceptance of the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility Project.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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





## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

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| <b>ITEM TITLE:</b>  |
| Recommendation to Award Kimley Horn a Design Contract for the Realignment of SC 462 at SC 170 (\$1,031,682.25)  |
| <b>MEETING NAME AND DATE:</b>   |
| Public Facilities and Safety Committee – October 21, 2024   |
| <b>PRESENTER INFORMATION:</b>   |
| Jared Fralix, ACA – Infrastructure (5 mins)   |
| <b>ITEM BACKGROUND:</b>   |
| <p>In 2023, Kimley Horn performed a Capacity and Safety Analysis for the realignment of SC 462 (Lowcountry Drive) and SC 170 (Okatie Highway). The current signalized intersection operates at a LOS B during the AM peak house and LOS F during the PM peak with control delays exceeding 300 seconds/vehicle. Alternatives were developed to improve these delays and provide adequate distance for the new Oldfield Way/East Argent Boulevard signal. The realignment is recommended to move between John Paul III Catholic School and Beaufort-Jasper Academy for Career Excellence. Kimley Horn is one of the County's on-call consultants through RFQ#083021E and was asked to provide a proposal for this project.</p> <p>The alternatives considered the potential of a new northbound approach that would serve as access to Beaufort County's new Law Enforcement Center.</p> |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| <p>The design will be based on the approved concept layout dated March 21, 2024. SC 170 at SC 462 is proposed to be relocated from its current location to approximately 1,800 feet to the east. A traditional signalized intersection is proposed at the intersection of SC 462 and SC 170, a roundabout is proposed at the new SC 462 alignment with its intersection to the Old SC 462 alignment. The existing intersection of SC 462 at SC 170 is planned to be abandoned.</p>  |
| <b>FISCAL IMPACT:</b>   |
| <p>The contract fee is \$897,115. Staff recommends a 15% contingency of \$134,567.25, bringing the project budget to \$1,031,682.25. The funding for this project is Capital Funds approved in the FY 2025 budget – account 4000-80-1243-54500 with a balance of \$2,963,992.</p>   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| <p>Staff recommends approval of an award to Kimley Horn for a design contract for the realignment of SC 462 at SC 170.</p>  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| <p>Motion to approve/deny an award to Kimley Horn for a design contract for the realignment of SC 462 at SC 170.</p> <p><b>Next Steps:</b> Move forward to Council for a motion to approve/deny an award to Kimley Horn for a design contract for the realignment of SC 462 at SC 170.</p>  |

## MEMORANDUM

From: Brittane Bishop, Program and Finance Manager

Date: 10/02/2024

Subject: Determination of Price Reasonableness for Realignment of SC 462 at SC 170

### *Purpose*

This memorandum documents the determination of price reasonableness for the procurement of Realignment of SC 462 at SC 170. The purpose is to demonstrate that due diligence has been performed ensuring that the agreed-upon price is fair and reasonable in accordance with BCPR Sec. 3- 101.18, BCPR Sec. 3-102.2, and BCPR Sec. 3-313.

### *Background*

On July 29, 2021, Beaufort County Engineering Department published solicitation RFQ#083021E to contract with up to 3 qualified consultants experienced in providing traffic engineering services: Kimley Horn, Stantec, and Bihl Engineering. The on-call consultants are to provide proposals for each project they are assigned and will be brought before Committee and Council as outlined in the Beaufort County Procurement Code.

### *Price Analysis*

- The fee for these services has been compared to the SC 46 widening project which has a comparable scope. Both projects are similar in length, environmental impacts, public involvement, and permitting. The total contract award was \$957,940.19 with a 10% contingency bring the project budget to \$1,053,734.19. A few of the services for comparison are below:

| Task                                       | SC 462 Realignment | SC 46 Widening |
|--|--------------------|----------------|
| <b>Project Management and Coordination</b> | \$50,750           | \$60,850       |
| <b>Utility Coordination</b>                | \$33,400           | \$34,240       |
| <b>Plan Development</b>                    | \$263,810          | \$256,972*     |

\*30% plan development vs full design of SC 462 Realignment

*Negotiations*

- During scope and fee development, it was determined that Geotechnical Engineering may have 2 phases of service which will be determined once the project begins. Terracon, a subconsultant, estimates their current fee is approximately 80-90%. Knowing this ahead, we have requested additional contingency to cover additional expenses that may arise for these services.

*Conclusion*

- After review of the proposal and comparison to a similar project, the fee provided by Kimley Horn appears to be fair and reasonable.



August 29, 2024

Brittanee Bishop  
Program and Finance Manager  
Beaufort County Engineering  
104 Industrial Village Road, Building #3  
Beaufort, South Carolina

Re: **SC 170 at SC 462 Relocation Design**  
**Beaufort County, South Carolina**  
**Proposal for Professional Consulting Services**

Dear Brittanee:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Proposal") to Beaufort County ("Client") for providing professional services related to the intersection improvements at SC 170 at SC 462. This is the design for the approved conceptual layout for the SC 170 at SC 462 dated March 21, 2024.

## PROJECT UNDERSTANDING

It is our understanding that the Client has requested Kimley-Horn to analyze, design, and permit improvements at the intersection of SC 170 at SC 462. The design will be based on the approved concept layout dated March 21, 2024. SC 170 at SC 462 is proposed to be relocated from its current location to approximately 1,800 feet to the east. A traditional signalized intersection is proposed at the intersection of SC 462 and SC 170, a roundabout is proposed at the new SC 462 alignment with its intersection to the Old SC 462 alignment. The existing intersection of SC 462 at SC 170 is planned to be abandoned.

Please note, this scope assumes the recent design improvements to the Beaufort-Jasper Water & Sewer Authority canal crossing at SC 462 will be sufficient for this project design. No structural design scope and fee is included in this scope to improve the existing BJWSA canal crossing along SC 462.

## SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

### Task 1: Project Organization and Management

#### 1.1 Project Management

Kimley-Horn will coordinate and correspond with Beaufort County, manage design efforts, and manage the Consultant's sub-consultants and team members. Sub-consultant activities will be monitored for adherence to overall project schedule and budget.

##### 1.1.1 Invoicing

The Consultant shall submit invoices to the Client monthly. Invoices shall include progress reports. The project should be invoiced with a breakdown of expenditures per the tasks of work approved in the contract scope. It is preferred that invoices be submitted via email in electronic PDF format. Copies of receipts for any direct expenses, sub-consultant invoices, as well as project updates should be included.

#### 1.2 Coordination Meetings

Kimley-Horn will conduct a project kickoff meeting with County staff and all subconsultants. Kimley-Horn will prepare the meeting agenda and distribute meeting minutes to all attendees.

Kimley-Horn will conduct meetings monthly throughout the duration of the project to provide an opportunity for the key team members to review the incremental progress of the project and for general project coordination and discussion. It is assumed that these meetings will be held virtually using Microsoft Teams unless otherwise specified. Kimley-Horn will provide an updated project schedule at each monthly meeting.

Kimley-Horn will also attend up to two (2) in person meetings as needed by the County. It is assumed that the Consultant will have two (2) staff members at each meeting.

Kimley-Horn will prepare a meeting agenda and meeting materials as well as record the minutes of each meeting the Consultant attends. Kimley-Horn will distribute the meeting minutes to the meeting attendees. It is assumed the consultant will have two (2) staff members at each meeting.

Kimley-Horn will provide Beaufort County with a monthly update per a template decided upon by the Client and agreed to by the Consultant. The Consultant will provide updates on the information requested in the template at the end of each month and will detail that month's activities.

### 1.3 QC Statement

It is the intention of the County that design consultants are held responsible for their work, including plans review. The Consultant shall implement all necessary quality control measures to produce the required scope of work that conforms to COUNTY, SCDOT, and FHWA guidelines and standards.

The CONSULTANT shall be responsible for utilizing the necessary Quality Control procedures to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. If requested by the COUNTY, a marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer or Professional Land Surveyor that performed the Quality Control Review will sign a statement certifying that the review was conducted and found to meet required specifications. The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

### 1.4 Deliverables

- Agendas, meeting materials, and meeting minutes
- Invoices and progress reports to be submitted to the Client in PDF format via email
- Sharefile Website

## Task 2: Survey and Subsurface Utility Exploration (SUE) – By Others

At the direction of the Client, Kimley-Horn will contract with WSP to provide survey and SUE coordination services. Kimley-Horn will coordinate and manage the effort of the survey and SUE subconsultant(s) as described in the attached proposals provided by the subconsultant(s). Kimley-Horn will endeavor to coordinate the subconsultants' scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

The Client/Owner acknowledges that Kimley-Horn will not be reviewing the work product of Subconsultant(s) in detail and will not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue Subconsultant directly and not Kimley-Horn.

### Task 3: Utility Coordination – By Others

At the direction of the Client, Kimley-Horn will contract with WSP to provide utility coordination services. Kimley-Horn will coordinate and manage the effort of the utility coordination subconsultant(s) as described in the attached proposals provided by the subconsultant(s). Kimley-Horn will endeavor to coordinate the subconsultants' scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

The Client/Owner acknowledges that Kimley-Horn will not be reviewing the work product of Subconsultant(s) in detail and will not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue Subconsultant directly and not Kimley-Horn.

### Task 4: Public Involvement

#### 4.1 Public Involvement Plan

The Consultant will prepare a detailed Public Involvement Plan (PIP) based on a review of potential project impacts, demographic data, site visits, and any meetings with local residents, businesses and/or local officials, and consultant experience with previous similar projects.

#### 4.2 Public Information Meeting

The Consultant will be responsible for conducting one (1) open-house public information meeting, with the Client's assistance, early in the project development process to provide information to the public concerning the proposed project. The meeting will be a drop-in format with displays for viewing. The Consultant shall coordinate the date and location of the meeting with Beaufort County personnel. The Consultant will secure a venue for the public information meeting.

Consultant staff and Beaufort County personnel will discuss the project on an individual basis with interested citizens. It is assumed that at least three (3) consultant staff members with ample knowledge of the project will be required to attend and participate in the public meeting. Beaufort County staff may attend as needed.

The Consultant will be responsible for preparing all handouts and displays for the public information meeting. All materials will be provided to the Client for review and comment. The information contained in the public meeting brochures will be consistent with the information contained within the environmental document, and the format of the public meeting brochures will be consistent with the latest template/example, which will be furnished by Beaufort County. The Consultant will create a template if the Client does not provide one.

The Consultant will provide all materials necessary for the public information meeting including, but not limited to, easels for all displays, tape for hanging signs/displays, folding tables for stations, audio/video equipment as required (microphones, projector, screen, speakers, etc.), pens, and name tags for all Beaufort County and Consultant staff.

The Consultant will create a conceptual design exhibit for display at the meeting. The conceptual exhibit will show right-of-way, property, and wetland information based on available GIS data.

The Consultant and the Client's Project Manager will meet to discuss and define what information will be presented at the meeting, how it will be presented, and identify any concerns anticipated from the public. Tables/stations will be provided for the specific purpose of sharing information with the public as well as addressing public concerns. Each table should be clearly identified. Other illustrative materials (copies of documents, maps, etc.) will be considered as well as the need for audio-visual materials.

The Consultant will prepare the newspaper ad for the Public Notice and ensure that the public meeting information is posted to Beaufort County's website. The ad will be placed a minimum



of 15 calendar days prior to the meeting. Kimley-Horn will also arrange to have physical signs advertising the meeting near the project location.

Kimley-Horn will review and prepare responses to all public comments received with input from the Client.

#### 4.3 Other Meetings

The Consultant will be prepared to meet with Beaufort County, property owners, schools, and local governments as applicable to discuss the project. The Consultant will provide plans and project documents to present at the meetings. For scoping purposes, a total of three (3) meetings are assumed and it is assumed up to two (2) consultant staff members with ample knowledge of the project will be in attendance.

#### 4.4 Deliverables

- Public Involvement Plan (1 digital copy in PDF for review)
- Public Meeting Plan
- Public Information Meeting Displays
- Public Information Meeting Handouts

### Task 5: Preliminary Road Plans

The Consultant will prepare preliminary plans based on the conceptual design dated March 21, 2024, developed by the Consultant and approved by Beaufort County. Any comments or updates requested from the County or SCDOT about the Conceptual Designs will be addressed in this task. Up to two (2) concept design modifications are included in this task. The purpose of this task is to perform design efforts to better define the construction limits. This task will also include up to two (2) demo plans for the existing SC 462 at SC 170 intersection.

Preliminary plans should establish the roadway alignment and profile in sufficient detail (and in the appropriate format) to clearly illustrate significant design features of the project to include:

- Cover Sheet
- Typical sections
- Horizontal and vertical alignments
- Road Plan and Profile Sheets
- Roundabout Grading Sheets
- Drainage Plan Sheets
- Pavement Marking and Signing Sheets
- Preliminary Lighting Plan showing possible pole locations
- Non-standard major driveway grades and tie-ins
- Verify the limits of existing right-of-way and adjacent properties
- Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches
- Type, size, and location of existing major utility facilities
- Preliminary cross-sections at 50 foot intervals
- Construction limits
- Property lines, property parcel number, and ownership
- Maintenance of traffic/sequencing sketches

Kimley-Horn will develop geometric design criteria and horizontal layout for the March 21, 2024 concept design. The design will follow Beaufort County standards. The layouts will be prepared using MicroStation or AutoCAD Civil 3D and will use existing aerial mapping and GIS data as a base. Any previous construction plans at the intersection will be referenced as well if available.

Kimley-Horn will check roundabout designs with fastest path calculations, AutoTurn paths for a WB-62, and sight distance calculations.

### 5.1 Design Field Meeting

Representatives from the County and the Consultant, involved in roadway, traffic, and hydrologic design, will perform one (1) Design Field Review (DFR) meeting during the preliminary plan development. All information gathered during field investigations will be evaluated and the plans revised accordingly.

### 5.2 Preliminary Opinion of Probable Cost (OPC)

Kimley-Horn will develop one (1) preliminary opinion of probable cost for the preliminary design. The prices used for creating the cost opinion will be based upon the recent bid history for roadway projects in South Carolina. Right-of-way and/or easement acquisition costs will not be included. Utility relocation costs will also be included in the OPC.

### 5.3 Deliverables

- Electronic PDF copy in 22" x 36" printable format
- Four half size plan sets for the Design Field Meeting
- OPC in PDF format

## Task 6: Hydrology and Hydraulic Design

The Consultant shall complete hydraulic studies and prepare associated documents in compliance with the following design criteria:

- SCDOT's Requirements for Hydraulic Design Studies, May 26, 2009 Edition;
- SCDOT Standard Drawings in effect at the time of the drainage design work by Consultant;
- The Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) as administered under general permit by SCDOT of Health and Environmental Control (DHEC);
- The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.; and,
- Section 303(d) of the Clean Water Act
- Beaufort County Stormwater Design Standards Manual

The Consultant proposes to perform the following tasks for the project

### 6.1 Site Visit and Data Review

The Consultant shall perform a project data collection phase to gather technical and historical information pertinent to the project. This will include file research, report and publication review, contact with appropriate Federal, State and local agencies, review of survey data, gage data, geotechnical data, planning documents, and project plans, as well as contact with local maintenance personnel as appropriate. A field study of the project site shall be performed to inventory existing storm drainage and outfall ditches, delineate watersheds/drainage areas, and determine locations of proposed drainage structures and proposed sediment ponds. Data will be obtained in conformity with current practices of SCDOT as outlined above

### 6.2 Drainage Design

The Consultant will perform all aspects of the drainage design including invert elevations for all closed storm drainage systems, cross-line culverts, and energy dissipaters. Impacts to the existing hydrology due to the project will be evaluated. Based on this evaluation, design alternatives to manage the increased stormwater runoff from the project will be examined, if

required. The Consultant shall provide detailing of all drainage features including drawings, sketches, calculations, reports, and plans to the client for review and acceptance for preliminary plan preparation. The Consultant will also provide drainage plans for inclusion in construction plans, prepared on replications of the roadway plan sheets.

The hydraulic design will be conducted with the following conditions assumed:

- Drainage design will be prepared in MicroStation and will utilize Geopak Drainage software.
- Discharges for the existing condition analysis will be calculated using the Rational method. Offsite drainage areas for hydrologic calculations will be based on available county GIS data, USGS topographic maps, and the provided survey data. Should this information not be readily available, alternative data will be used as appropriate.
- The Consultant shall identify the receiving stream(s) for this project. After this determination has been made, the stream(s) should be cross-checked with SCDHEC's most current 303(d) list (<https://www.scdhec.gov/HomeAndEnvironment/Water/ImpairedWaters/Overview/>) and table for water bodies with approved TMDL's to see if this receiving stream(s) has either an approved TMDL or a soon-to-be TMDL target date. If listed, the Consultant shall provide the necessary best management practices to bring the project in conformance with SCDHEC requirements. This process should also be updated prior to construction.
- Inlet spacing will be determined in accordance with SCDOT spacing charts in addition to locating inlets at curb returns, sag locations, and upstream of crossroads or major driveway entrances.
- Pipe replacements will be based on hydraulic requirements and design criteria (minimum depth of cover, minimum slope, minimum velocities, minimum pipe size, etc.). The Consultant shall notify the Client of areas where current minimum design criteria cannot be obtained and recommend a solution that is applicable with the overall project goals for this location. Any installed pipes must use design criteria for alternative pipe selection as pipe material will be selected by contractor unless project-specific issues preclude the use of some alternative pipe types. Final approval of any proposed hydraulics design variations or alternative pipe decisions shall be made by the Client.

It is assumed that revisions to the design may be necessary due to roadway modifications or changes required from other factors. The Consultant shall include a predetermined number of hours for redesign effort for these events. If required redesign effort due to these changes exceeds the estimated hours, the Consultant will notify the Client of the additional effort required and will obtain prior approval for the cost increase prior to performing the additional work.

### 6.3 Sediment and Erosion Control

The Consultant will develop stormwater management and sediment and erosion control plans for the project. The Consultant shall provide the Erosion Control Data Sheet. Kimley-Horn will not design a separate BMP for water treatment as a part of the roadway plans. Additional services will be required if further post construction stormwater devices are required.

The erosion control plans will reflect a proposed design for minimizing erosion and off site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment basins, sediment dams, silt basins, inlet structure filters, sediment tubes, temporary and permanent matting, silt ditches, and diversion dikes at specific locations along the project as necessary. The plans will reference SCDOT's Standard

Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. Quantities for erosion and sediment control items will be calculated based on SCDOT typical drawings. Any required erosion control computations will be completed with approved methods and submitted to the Client.

#### 6.4 Permitting

The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for the land disturbing activities from the SC Department of Health and Environmental Control (SCDHEC). The Consultant will prepare and submit a complete permit package to the Client consisting of a completed SCDHEC Notice of Intent (NOI) form and a Coastal Zone Consistency (CZC) form along with all applicable documentation required as part of the permit, including a Stormwater Pollution Prevention Plan (SWPPP). The NOI must be signed by the engineer of record for the SWPPP.

The Consultant will also apply for an MS4 application through SCDOT and/or Jasper County. The design and plans will be updated per comments received from the County.

The Consultant will be responsible for any permit fees required.

#### 6.5 Final Drainage Report

The Consultant will prepare a report summarizing the hydrologic and hydraulic design, FEMA Flood Studies as applicable, roadway surface drainage design, NPDES studies, and sediment and erosion control recommendations and designs. The Consultant will submit the report to the Client. All design calculations, field notes, drawing, reports, and other material prepared under this proposal will be the property of the Client and will be turned over to the Client upon completion of the work.

#### 6.6 Deliverables

The Consultant shall provide the following to Beaufort County 180 days prior to Bid Letting and submit to SCDHEC on behalf of Beaufort County:

- Completed SCDHEC Notice of Intent (NOI)- submit three (3) original copies, signed in blue ink,
- Three (3) half sized (12"x18") plan sets printed on white bond paper
- One (1) Electronic PDF copy of the Final Drainage Report

### Task 7: Lighting Design

There is existing lighting at the intersection. It is recommended to adjust the lighting as needed as part of the intersection improvements

Kimley-Horn will provide photometric modeling of existing intersection. Luminaires will be modeled using lighting design software AGI-32TM and photometric calculations will be provided to determine if existing lighting is in accordance with Client standards, IESNA recommendations, and local jurisdictional lighting criteria for minimum light levels. The ground light level illuminance calculations will be measured in foot-candles (FC) and a calculation summary will be provided to identify average and uniformity ratios. Kimley-Horn assumes fixture part number, mounting guidelines, and fixture locations will be provided by the Client prior to performing analysis, with a maximum of (10) hours of coordination to gather necessary information.

Kimley-Horn anticipates one submittal during the luminaire modeling task. The lighting design submittal will illustrate the diagrammatic horizontal layout of existing lighting fixtures/poles for the proposed project area along with their corresponding illuminance values. If the existing lighting is

deemed insufficient, a new lighting design will be necessary. The final design deliverable will incorporate any comments made by the Client and Jurisdiction on the preliminary lighting plan into the final lighting plan to be submitted to the Client/ Jurisdiction for review and approval.

Kimley-Horn will provide electrical design services for the approved Roadway lighting plans. Kimley-Horn will design the proposed electrical system for powering the light fixtures to meet National Electrical Code and Client Standards. It is assumed the new lighting fixtures will require a new electrical service. Kimley-Horn will perform Utility coordination to obtain a new point of interconnection and service from the Utility with a maximum of (15) hours of coordination to gather the necessary information.

Kimley-Horn anticipates two submittals during completion of the electrical construction documents and two rounds of review by the Client and Jurisdiction. The preliminary design drawings that will include horizontal layout/routing of electrical conduits, junction boxes, distribution panels, equipment locations, and electrical service locations. The final deliverable will address all comments from the Client and Jurisdiction and include electrical plan notes, conductor and conduit sizing, circuit identification, and installation details consisting of one-line diagram and panelboard schedules.

## Task 8: Final Road Construction Plans

The approved Preliminary Plans will be further developed into final roadway plans. It is assumed that the final design will stay within the footprint of the existing right-of-way, and therefore, no right-of-way plans task will be needed. Final plans will consist of the following:

- A cover sheet showing a location map, project layout, and index of drawings
- Quantity computation and a summary of estimated quantities sheet
- Typical roadway sections for the mainline and crossroads for each significant change in sections. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions (horizontal and vertical) to these criteria, should be shown in this sheet
- Tabulation of drainage structures and pipes in the Drainage Plans
- Details, including applicable SCDOT standards, Removal and Disposal Items; Reference Data Sheet; and additional construction details, as necessary;
- Roadway and drainage plan/profile sheets at an appropriate scale showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, medians, sidewalks, driveways, construction limits, drainage, right-of-way, control of access, and easements. Proposed horizontal and vertical geometry will also be shown;
- Traffic Control Plans, Pavement Marking Plans, Signing Plans, Lighting Plans, and Erosion Control Plans, illustrating appropriate details for construction
- Cross sections, at 50-foot intervals at an appropriate scale, showing the existing ground line, proposed template, pavement depth, curb and gutter, and sidewalks. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of sub-grade

The Consultant will generate a list of moving items or removal and disposal items based on County input. This list will be provided to the County by the Consultant for preparation of the moving items and removal and disposal items sheets.

The "Standard Specifications for Highway Construction", 2007, will apply for materials and construction of all work. The Consultant will prepare Special Provisions for those items of work not covered in the Standard Specifications or existing Standard Special Provisions.

### 8.1 Final Opinion of Probable Cost (OPC)

Kimley-Horn will develop one (1) final opinion of probable cost for the final design. The prices used for creating the cost opinion will be based upon the recent bid history for roadway projects in South Carolina. Utility relocation costs will also be included in the OPC.

### 8.2 Deliverables for final QA Review

Electronic PDF copy in 22" x36" printable format

### 8.3 Deliverables for Letting

Once review comments from the County have been incorporated, the Consultant shall submit the following for letting

- One (1) Electronic PDF copy in 22" x 36" printable format
- One (1) Electronic PDF copy in 22" x 36" digitally signed and sealed plans
- Roadway design calculations (if applicable)
- Approved Design Exceptions (if applicable)

Prior to turning in original plans and calculations, the Engineer(s) responsible for the Roadway and Hydraulic Design shall seal the title sheet and all plan sheets.

## Task 9: SCDOT Permitting

Kimley-Horn will submit one (1) electronic copy of conceptual plans to SCDOT for review. Kimley-Horn will attend up to one (1) meeting with SCDOT to review the conceptual plans.

After revising the conceptual plans per comments from SCDOT, Kimley-Horn will submit one (1) electronic copy of preliminary design plans to SCDOT and Beaufort County for review. Kimley-Horn will also submit to Beaufort County to seek a Land Disturbance permit.

It is assumed that plans will be reviewed at the SCDOT District 6 office and to SCDOT Headquarters to review. This task assumes up to four (4) reviews from SCDOT.

## Task 10: Construction Phase Services

Consultant will provide the construction phase services specifically stated below:

- Consultant will attend a Pre-Construction Conference before the start of construction.
- Construction Meetings. Consultant will attend up to three (3) construction meetings on site.
- Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

## Task 11: Bid Phase Services

Kimley-Horn will prepare the bid package to be in general concurrence with previous bid packages prepared by the Client. Kimley-Horn will provide the bid package to the Client for contractors to acquire the bid package from. The Client will be responsible for advertising the project for construction.



Kimley-Horn will attend up to one (1) Pre-Bid Meeting with the Client. The Client is to provide the location for the Pre-Bid Meeting. Kimley-Horn will prepare one (1) round of meeting notes from the Pre-Bid Meeting. Kimley-Horn will be available to answer pre-bid questions and assist Beaufort County with pre-bid submittals during the bidding phase of this project.

Kimley-Horn will answer Client questions about the bid documents as needed during the bid process.

## Task 12: Aquatic Resources Field Delineation and Exhibit

Prior to conducting an on-site delineation, Kimley-Horn will initiate a detailed desktop review of potential streams and wetlands. This effort will utilize various desktop and GIS databases to identify areas of focused effort during the site visit. Kimley-Horn will review, analyze, and incorporate the following readily available background material:

- Historic and Current aerial photography
- LiDAR data (if available)
- NWI and NHD databases
- NRCS soils data (hydric soils, high water table data)
- Historic and current topographic maps
- Floodplain mapping
- Local GIS data

Once the desktop review has been completed, Kimley-Horn will mobilize to the site to conduct field studies to delineate the potentially jurisdictional features on the subject site, as defined by the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and subsequent regional supplements and Part 328 of Title 33, Code of Federal Regulations. A figure will be produced using each of the data sources listed above.

In the field the delineated aquatic resources boundary points will be flagged and collected using a sub-meter GPS unit. This level of GPS accuracy is sufficient for jurisdictional determination submittals with the U.S. Army Corps of Engineers ("USACE").

Wetland impacts are anticipated for this project. It is expected that a Nationwide Permit (NWP) submittal to the USACE, and Coastal Zone Consistency will be required. *This scope does not account for the preparation and submittal of a USACE Nationwide permit or coastal zone consistency submittals. Effort associated with these submittals cannot be accurately estimated before the project design is overlayed on the delineated wetlands resulting from this task.* An amendment to this contract will be prepared and submitted when the quantities and types of wetland impacts are understood.

### Task Deliverables:

- The deliverable for this task will be a PDF of the wetland delineation results and the digital lines for the delineated aquatic resources. Wetland shapefiles will be provided to project design engineer following the completion of the wetland delineation.

## Task 13: Jurisdictional Determination and Preparation for Submittal

A primary purpose of the work described herein is to enable the Client to obtain the necessary permits for project construction. The wetland delineation effort from Task 12 will provide the basis for determining the extent of federally jurisdictional aquatic resources on site.

An AJD from the USACE is a definitive determination of the boundaries of jurisdictional resources that is generally valid for five years. The AJD is beneficial when a site has wetland areas that are truly "isolated" from other aquatic resources as the isolated wetlands will not be regulated.

If no isolated wetlands are present on site, it may be more efficient to request a Preliminary Jurisdictional Determination (PJD). The PJD is based on the assumption that all waters on site will be classified as jurisdictional features (no isolated or non-jurisdictional boundaries). This PJD determination does not require the extensive jurisdictional analysis and coordination that an AJD requires.

Following the completion of Task 12, Kimley-Horn will review the Site findings with the client and engineer to determine the most appropriate type of jurisdictional determination and prepare the applicable package. Currently, the USACE is only prioritizing JD packages associated with permit applications. Because of this, the JD package submittal will be held until the wetland permit is ready to be submitted.

#### **Task 14: Jurisdictional Determination and Preparation for Submittal**

Following completion of the wetland delineation package and review by the Client, Kimley-Horn will coordinate with the USACE for confirmation of the wetland delineation. Based on experience previously with similar projects, it is anticipated that the USACE will require a half-day meeting on-site to confirm the wetland delineation. One round of comments on mapping or data will be addressed.

#### **Task 15: Geotechnical Engineering Services – By Others**

At the direction of the Client, Kimley-Horn will contract with Terracon to provide geotechnical engineering services. Kimley-Horn will coordinate and manage the effort of the geotechnical engineering subconsultant(s) as described in the attached proposals provided by the subconsultant(s). Kimley-Horn will endeavor to coordinate the subconsultants' scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

## ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Roadway post-construction stormwater controls (i.e., water quality BMPs) permitting or design services
- Water and sewer relocation plans
- Structural design services
- Box culvert design
- Nonstandard SCDOT headwall Designs
- Retaining wall design
- Section 404/401 Permit Application
- Mitigation Design
- Landscape architecture
- Real estate phase services

## INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## SCHEDULE

Kimley-Horn will provide a schedule to the Client. This schedule will include a project start date of October 1, 2024. Any deviations from the schedule shall be coordinated mutually between the Client and Kimley-Horn.

All work associated with this project, with the exception of construction phase services and bid phase services, is expected to be completed within 24 months from the notice to proceed date. This estimate of time includes receiving permits for construction with assumed review times for permitting agencies. Kimley-Horn has no control over review times for permitting agencies. This schedule assumes right-of-way acquisition, if necessary, will not take longer than 12 months.

## FEE AND EXPENSES

Kimley-Horn will perform the services listed above for the fee below. All permitting, application, and similar project fees will be paid directly by the Client.

| Task   | Fee Type | Fee              |
|--|----------|------------------|
| Task 1 – Project Organization and Management   | Lump Sum | \$50,750         |
| Task 2 – Survey Coordination – KH  | Lump Sum | \$21,840         |
| Task 3 – Utility Coordination – KH   | Lump Sum | \$8,850          |
| Task 4 – Public Involvement  | Lump Sum | \$49,000         |
| Task 5 – Preliminary Roadway Plans   | Lump Sum | \$200,145        |
| Task 6 – Hydrology and Hydraulic Design  | Lump Sum | \$92,155         |
| Task 7 – Lighting Design   | Lump Sum | \$17,300         |
| Task 8 – Final Road Construction Plans   | Lump Sum | \$63,665         |
| Task 9 – SCDOT Permitting  | Lump Sum | \$27,020         |
| Task 10 – Construction Phase Services  | Lump Sum | \$28,460         |
| Task 11 – Bid Phase Services   | Lump Sum | \$16,975         |
| Task 12 – Aquatic Resources and Field Delineation  | Lump Sum | \$21,125         |
| Task 13 – Jurisdictional Determination   | Lump Sum | \$9,220          |
| Task 14 – USACE  | Lump Sum | \$7,610          |
| Task 15 – Geotechnical Engineering Coordination – KH   | Lump Sum | \$4,050          |
| <b>Total Lump Sum Fee</b>  |          | <b>\$618,165</b> |
| Survey Expense – WSP   | Expense  | \$222,500        |
| Utility Coordination Expense -WSP  | Expense  | \$33,400         |
| Geotechnical Engineering – Terracon  | Expense  | \$23,050*        |
| <b>Total Fee KH + WSP Expenses</b>   |          | <b>\$897,115</b> |
| *Geotechnical Engineering may have a phase 2 of services, it is currently too early in the project phase for Terracon to provide full a cost for their Phase 2 service. Terracon estimates their fee listed is between 80% to 90% of the total Geotechnical fee. |          |                  |

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**CLOSURE**

In addition to the matters set forth herein, our Proposal shall include and be subject to, and only to, the terms and conditions in the attached modified Standard Provisions, which are incorporated by reference. As used in the modified Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to **Beaufort County**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

\_\_\_\_ Please email all invoices to \_\_\_\_\_@\_\_\_\_\_.

\_\_\_\_ Please email invoices to \_\_\_\_\_@\_\_\_\_\_. AND provide a hard copy to the address listed above (please note below if it should be to some else's attention or an alternative address).

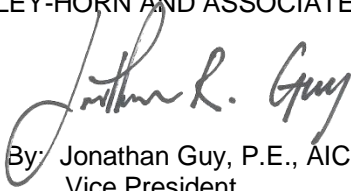
\_\_\_\_ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to some else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Proposal in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jonathan Guy, P.E., AICP, PTOE  
Vice President



Dillon Turner, P.E., PTOE  
Project Manager

## Beaufort County

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

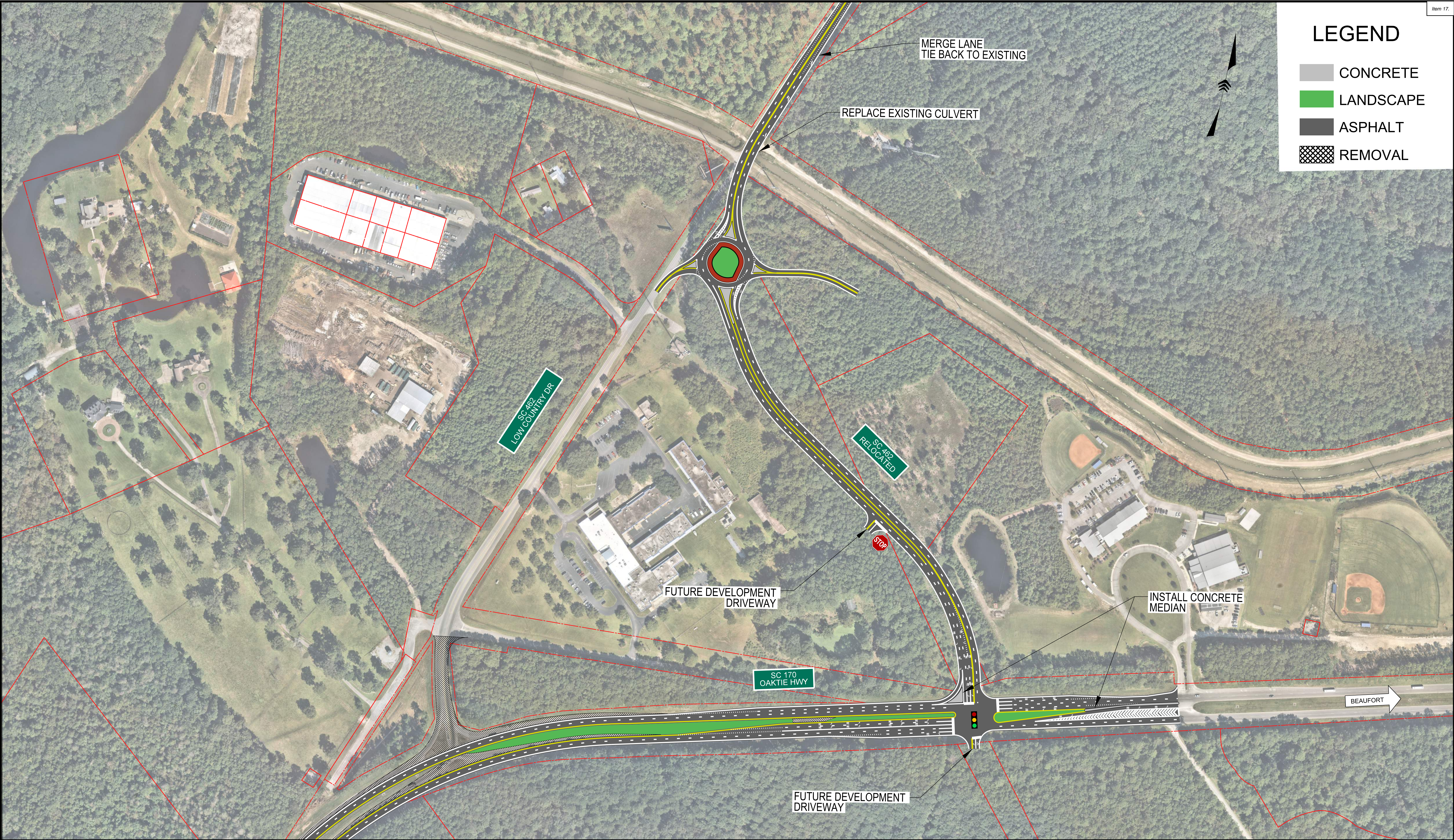
## Attachments

1. March 21, 2024 Concept
2. Kimley-Horn Hour Estimate
3. WSP Survey & SUE Scope
4. Terracon Scope



LEGEND

- CONCRETE
- LANDSCAPE
- ASPHALT
- REMOVAL





Submittal #3 08/29/2024  
 SC 170 at SC 462 Design  
 Kimley-Horn Staff Hours & Fees Estimated

| Task 1 - Project Organization and Management                           | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses  | Task Fees    |
|--|---------------------------------------|------------------------|--------------|-------------|-----------|--------------|
|  | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |           |              |
| 1.1 - Project Management   |                                       |                        |              |             |           |              |
| Management, Coordination, Workload Planning                            | 40                                    | 8                      | 40           | 0           | \$ 100.00 |              |
| Task 1.1 Hours:  | 40                                    | 8                      | 40           | 0           |           |              |
| Task 1.1 Fees:   | \$ 10,200.00                          | \$ 2,360.00            | \$ 8,000.00  | \$ -        | \$ 100.00 | \$ 20,660.00 |
| 1.2 - Coordination Meetings  |                                       |                        |              |             |           |              |
| Kickoff Meeting  | 1                                     | 1                      | 2            | 2           | \$ 200.00 |              |
| 2 In-person meetings   | 4                                     | 0                      | 8            | 0           | \$ 400.00 |              |
| Monthly Meetings (Assume 16 months for project)                        | 20                                    | 20                     | 0            | 0           |           |              |
| Task 1.2 Hours:  | 25                                    | 21                     | 10           | 2           |           |              |
| Task 1.2 Fees:   | \$ 6,375.00                           | \$ 6,195.00            | \$ 2,000.00  | \$ 300.00   | \$ 600.00 | \$ 15,470.00 |
| 1.4 - Deliverables   |                                       |                        |              |             |           |              |
| Agendas, Meeting Materials and Minutes, Invoices, and Progress Reports | 24                                    | 0                      | 24           | 24          | \$ 100.00 |              |
| Task 1.4 Hours:  | 24                                    | 0                      | 24           | 24          |           |              |
| Task 1.4 Fees:   | \$ 6,120.00                           | \$ -                   | \$ 4,800.00  | \$ 3,600.00 | \$ 100.00 | \$ 14,620.00 |
| Kimley-Horn Fee:   |                                       |                        |              |             |           | \$ 50,750.00 |

| Task 2 - Survey and Subsurface Utility Exploration | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses      | Task Fees     |
|--|---------------------------------------|------------------------|--------------|-------------|---------------|---------------|
|  | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |               |               |
| Survey & SUE by WSP                                |                                       |                        |              |             | \$ 222,500.00 |               |
| Meetings with WSP                                  | 15                                    | 10                     | 10           | 12          |               |               |
| Survey Coordination                                | 15                                    | 12                     | 12           | 10          |               |               |
| Task 2 Hours:                                      | 30                                    | 22                     | 22           | 22          |               |               |
| Task 2 Fees:                                       | \$ 7,650.00                           | \$ 6,490.00            | \$ 4,400.00  | \$ 3,300.00 | \$ 222,500.00 | \$ 244,340.00 |
| Kimley-Horn Fee:                                   |                                       |                        |              |             |               | \$ 244,340.00 |

| Task 3 - Utility Coordination   | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses     | Task Fees    |
|---------------------------------|---------------------------------------|------------------------|--------------|-------------|--------------|--------------|
|                                 | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |              |              |
| Utility Coordination by WSP     |                                       |                        |              |             | \$ 33,400.00 |              |
| Meetings with WSP               | 5                                     | 4                      | 5            | 5           |              |              |
| Coordination with Subconsultant | 5                                     | 6                      | 5            | 4           |              |              |
| Task 3 Hours:                   | 10                                    | 10                     | 10           | 9           |              |              |
| Task 3 Fees:                    | \$ 2,550.00                           | \$ 2,950.00            | \$ 2,000.00  | \$ 1,350.00 | \$ 33,400.00 | \$ 42,250.00 |
| Kimley-Horn Fee:                |                                       |                        |              |             |              | \$ 42,250.00 |

| Task 4 - Public Involvement                  | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses  | Task Fees    |
|--|---------------------------------------|------------------------|--------------|-------------|-----------|--------------|
|  | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |           |              |
| 4.1 Public Involvement Plan                  |                                       |                        |              |             |           |              |
| PIP Research                                 | 3                                     | 1                      | 7            | 14          |           |              |
| PIP Writing                                  | 3                                     | 1                      | 7            | 14          |           |              |
| Task 4.1 Hours:                              | 6                                     | 2                      | 14           | 28          |           |              |
| Task 4.1 Fees:                               | \$ 1,530.00                           | \$ 590.00              | \$ 2,800.00  | \$ 4,200.00 | \$ -      | \$ 9,120.00  |
| 4.2 Public Information Meeting               |                                       |                        |              |             |           |              |
| Meeting                                      | 7                                     | 7                      | 7            | 0           |           |              |
| Meeting Materials (Handouts, displays, etc.) | 3                                     | 1                      | 7            | 27          | \$ 900.00 |              |
| Conceptual Exhibit                           | 1                                     | 1                      | 1            | 7           |           |              |
| Pre-meeting Coordination with County         | 4                                     | 1                      | 1            | 1           |           |              |
| Advertising Signage                          | 7                                     | 0                      | 0            | 7           |           |              |
| Public Comment Review and Responses          | 20                                    | 3                      | 7            | 20          |           |              |
| Task 4.2 Hours:                              | 42                                    | 13                     | 23           | 62          |           |              |
| Task 4.2 Fees:                               | \$ 10,710.00                          | \$ 3,835.00            | \$ 4,600.00  | \$ 9,300.00 | \$ 900.00 | \$ 29,345.00 |
| 4.3 Other Meetings                           |                                       |                        |              |             |           |              |
| Meetings (3 Assumed)                         | 12                                    | 12                     | 0            | 0           |           |              |
| Task 4.3 Hours:                              | 12                                    | 12                     | 0            | 0           |           |              |
| Task 4.3 Fees:                               | \$ 3,060.00                           | \$ 3,540.00            | \$ -         | \$ -        | \$ -      | \$ 6,600.00  |
| 4.4 Deliverables                             |                                       |                        |              |             |           |              |
| Documents                                    | 8                                     | 1                      | 8            | 0           |           |              |
| Task 4.4 Hours:                              | 8                                     | 1                      | 8            | 0           |           |              |
| Task 4.4 Fees:                               | \$ 2,040.00                           | \$ 295.00              | \$ 1,600.00  | \$ -        | \$ -      | \$ 3,935.00  |
| Kimley-Horn Fee:                             |                                       |                        |              |             |           | \$ 49,000.00 |

| Task 5 - Preliminary Road Plans                           | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst      | Expenses | Task Fees     |
|---|---------------------------------------|------------------------|--------------|--------------|----------|---------------|
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00    |          |               |
| Preliminary Plans   |                                       |                        |              |              |          |               |
| Concept Design Modifications                              | 15                                    | 10                     | 10           | 24           |          |               |
| Demo Plans  | 12                                    | 6                      | 6            | 12           |          |               |
| Design Criteria   | 7                                     | 0                      | 4            | 12           |          |               |
| Project Area Research (Previous Plans, Parcels, Wetlands) | 9                                     | 4                      | 16           | 12           |          |               |
| Cover Sheet   | 7                                     | 0                      | 4            | 12           |          |               |
| Typical Sections  | 7                                     | 0                      | 6            | 24           |          |               |
| Horizontal and Vertical Alignments                        | 10                                    | 0                      | 6            | 24           |          |               |
| Fastest Path Calculations                                 | 11                                    | 0                      | 6            | 24           |          |               |
| AutoTURN Checks   | 10                                    | 0                      | 4            | 12           |          |               |
| Plan and Profile Sheets                                   | 7                                     | 0                      | 6            | 24           |          |               |
| Roundabout Grading and Sheets                             | 4                                     | 0                      | 31           | 73           |          |               |
| Drainage Plan Sheets                                      | 4                                     | 0                      | 6            | 24           |          |               |
| Pavement Marking and Signing Sheets                       | 2                                     | 0                      | 12           | 49           |          |               |
| Preliminary Lighting Plan Sheets (Design in Task 9)       | 4                                     | 0                      | 4            | 12           |          |               |
| Non-Standard major driveway grades and tie ins            | 4                                     | 0                      | 6            | 24           |          |               |
| Existing Utility Plans                                    | 2                                     | 0                      | 4            | 12           |          |               |
| Cross-Sections  | 4                                     | 0                      | 12           | 49           |          |               |
| Construction Limits                                       | 4                                     | 0                      | 4            | 12           |          |               |
| Construction Staging Sketches                             | 2                                     | 4                      | 31           | 73           |          |               |
| QA/QC   | 16                                    | 10                     | 61           | 49           |          |               |
| Preliminary Plan Hours:                                   | 141                                   | 34                     | 239          | 557          |          |               |
| Preliminary Plan Fees:                                    | \$ 35,955.00                          | \$ 10,030.00           | \$ 47,800.00 | \$ 83,550.00 | \$ -     | \$ 177,335.00 |

|  |             |             |             |             |      |               |
|--|-------------|-------------|-------------|-------------|------|---------------|
| 5.1 - Design Field Review Meeting and Prep       | 5           | 5           | 12          | 12          |      |               |
| Task 5.1 Hours:                                  | 5           | 5           | 12          | 12          |      |               |
| Task 5.1 Fees:                                   | \$ 1,275.00 | \$ 1,475.00 | \$ 2,400.00 | \$ 1,800.00 | \$ - | \$ 6,950.00   |
| 5.2 - Preliminary Opinion of Probable Cost (OPC) |             |             |             |             |      |               |
| Quantity Calculations                            | 0           | 0           | 5           | 24          |      |               |
| Utility Research and Calculations                | 0           | 2           | 12          | 24          |      |               |
| Pay Item Prices Research                         | 2           | 2           | 2           | 5           |      |               |
| Task 5.2 Hours:                                  | 2           | 4           | 19          | 53          |      |               |
| Task 5.2 Fees:                                   | \$ 510.00   | \$ 1,180.00 | \$ 3,800.00 | \$ 7,950.00 | \$ - | \$ 13,440.00  |
| 5.3 - Deliverables                               |             |             |             |             |      |               |
| Preliminary Plans                                | 2           | 0           | 2           | 2           |      |               |
| OPC  | 2           | 0           | 2           | 2           |      |               |
| Task 5.3 Hours:                                  | 4           | 0           | 4           | 4           |      |               |
| Task 5.3 Fees:                                   | \$ 1,020.00 | \$ -        | \$ 800.00   | \$ 600.00   | \$ - | \$ 2,420.00   |
| Kimley-Horn Fee:                                 |             |             |             |             |      | \$ 200,145.00 |

| Task 6 - Hydrology and Hydraulic Design        | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst      | Expenses | Task Fees    |
|--|---------------------------------------|------------------------|--------------|--------------|----------|--------------|
|  | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00    |          |              |
| 6.1 Site Visit and Data Review                 |                                       |                        |              |              |          |              |
| Background Research                            | 5                                     | 2                      | 12           | 24           |          |              |
| Site Visit                                     | 0                                     | 0                      | 12           | 12           |          |              |
| Task 6.1 Hours:                                | 5                                     | 2                      | 24           | 36           |          |              |
| Task 6.1 Fees:                                 | \$ 1,275.00                           | \$ 590.00              | \$ 4,800.00  | \$ 5,400.00  | \$ -     | \$ 12,065.00 |
| 6.2 Drainage Design                            |                                       |                        |              |              |          |              |
| Conveyance, Capacity, and Geometric Design     | 12                                    | 0                      | 37           | 98           |          |              |
| Revisions due to Roadway Updates               | 5                                     | 2                      | 12           | 61           |          |              |
| Task 6.2 Hours:                                | 17                                    | 2                      | 49           | 159          |          |              |
| Task 6.2 Fees:                                 | \$ 4,335.00                           | \$ 590.00              | \$ 9,800.00  | \$ 23,850.00 | \$ -     | \$ 38,575.00 |
| 6.3 Sediment and Erosion Control               |                                       |                        |              |              |          |              |
| Erosion Control Measure Selection and Locating | 5                                     | 2                      | 24           | 24           |          |              |
| Construction Plan Implementation               | 5                                     | 0                      | 5            | 12           |          |              |
| Task 6.3 Hours:                                | 10                                    | 2                      | 29           | 36           |          |              |
| Task 6.3 Fees:                                 | \$ 2,550.00                           | \$ 590.00              | \$ 5,800.00  | \$ 5,400.00  | \$ -     | \$ 14,340.00 |
| 6.4 Permitting                                 |                                       |                        |              |              |          |              |
| NOI  | 0                                     | 0                      | 2            | 24           |          |              |
| CZC  | 0                                     | 0                      | 12           | 12           |          |              |
| MS4  | 0                                     | 0                      | 2            | 5            |          |              |
| SWPPP  | 5                                     | 0                      | 5            | 24           |          |              |
| Task 6.4 Hours:                                | 5                                     | 0                      | 21           | 65           |          |              |
| Task 6.4 Fees:                                 | \$ 1,275.00                           | \$ -                   | \$ 4,200.00  | \$ 9,750.00  | \$ -     | \$ 15,225.00 |
| 6.5 Final Drainage Report                      |                                       |                        |              |              |          |              |
| Report Writing and Compilation                 | 0                                     | 0                      | 5            | 37           |          |              |
| Task 6.5 Hours:                                | 0                                     | 0                      | 5            | 37           |          |              |
| Task 6.5 Fees:                                 | \$ -                                  | \$ -                   | \$ 1,000.00  | \$ 5,550.00  | \$ -     | \$ 6,550.00  |
| 6.6 Deliverables                               |                                       |                        |              |              |          |              |
| NOI  | 2                                     | 2                      | 2            | 2            |          |              |
| Plans  | 2                                     | 2                      | 2            | 2            |          |              |
| Drainage Report                                | 2                                     | 2                      | 2            | 2            |          |              |
| Task 6.6 Hours:                                | 6                                     | 6                      | 6            | 6            |          |              |
| Task 6.6 Fees:                                 | \$ 1,530.00                           | \$ 1,770.00            | \$ 1,200.00  | \$ 900.00    | \$ -     | \$ 5,400.00  |
| Kimley-Horn Fee:                               |                                       |                        |              |              |          | \$ 92,155.00 |

| Task 7 - Lighting Design           | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst      | Expenses | Task Fees    |
|------------------------------------|---------------------------------------|------------------------|--------------|--------------|----------|--------------|
|                                    | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00    |          |              |
| Lighting Plans                     | 1                                     | 1                      | 3            | 12           |          |              |
| Existing Lighting Analysis         | 1                                     | 1                      | 4            | 24           |          |              |
| Proposed Lighting Design           | 1                                     | 1                      | 9            | 33           |          |              |
| Coordination for electrical tie in | 1                                     | 1                      | 1            | 9            |          |              |
| Task 7 Hours:                      | 4                                     | 4                      | 17           | 78           |          |              |
| Task 7 Fees:                       | \$ 1,020.00                           | \$ 1,180.00            | \$ 3,400.00  | \$ 11,700.00 | \$ -     | \$ 17,300.00 |
| Kimley-Horn Fee:                   |                                       |                        |              |              |          | \$ 17,300.00 |

| Task 8 - Final Road Construction Plans   | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst      | Expenses | Task Fees    |
|--|---------------------------------------|------------------------|--------------|--------------|----------|--------------|
|  | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00    |          |              |
| Final Construction Plans                 |                                       |                        |              |              |          |              |
| Updates to Sheets from Preliminary Plans | 12                                    | 0                      | 37           | 146          |          |              |
| Summary of Estimated Quantities Sheet    | 2                                     | 0                      | 12           | 37           |          |              |
| Traffic Control Plans                    | 2                                     | 0                      | 12           | 24           |          |              |
| Final Construction Plans Hours:          | 16                                    | 0                      | 61           | 207          |          |              |
| Final Construction Plans Fees:           | \$ 4,080.00                           | \$ -                   | \$ 12,200.00 | \$ 31,050.00 | \$ -     | \$ 47,330.00 |
| 8.1 - Deliverable for final QA Review    |                                       |                        |              |              |          |              |
| Internal QAQC                            | 24                                    | 12                     | 18           | 0            |          |              |
| Signing and Sealing Plans                | 5                                     | 0                      | 0            | 0            |          |              |
| Task 8.1 Hours:                          | 29                                    | 12                     | 18           | 0            |          |              |
| Task 8.1 Fees:                           | \$ 7,395.00                           | \$ 3,540.00            | \$ 3,600.00  | \$ -         | \$ -     | \$ 14,535.00 |
| 9.2 - Deliverables for Letting           |                                       |                        |              |              |          |              |
| Finalized Plans                          | 2                                     | 2                      | 2            | 2            |          |              |
| Task 8.2 Hours:                          | 2                                     | 2                      | 2            | 2            |          |              |
| Task 8.2 Fees:                           | \$ 510.00                             | \$ 590.00              | \$ 400.00    | \$ 300.00    | \$ -     | \$ 1,800.00  |
| Kimley-Horn Fee:                         |                                       |                        |              |              |          | \$ 63,665.00 |

| Task 9 - SCDOT Permitting         | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst   | Expenses | Task Fees    |
|-----------------------------------|---------------------------------------|------------------------|--------------|-----------|----------|--------------|
|                                   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00 |          |              |
| Encroachment Permit Application   | 0                                     | 2                      | 0            |           |          |              |
| Permit Checklist                  | 0                                     | 2                      | 0            |           |          |              |
| Authorization Letter              | 0                                     | 0                      | 2            |           |          |              |
| Pavement Design Coordination      | 0                                     | 5                      | 9            |           |          |              |
| Performance Bond Coordination     | 0                                     | 2                      | 5            |           |          |              |
| Drainage Statement                | 0                                     | 2                      | 5            |           |          |              |
| Submittal #1                      | 3                                     | 0                      | 8            |           |          |              |
| Comment Response to First Review  | 1                                     | 2                      | 2            |           |          |              |
| Submittal #2                      | 2                                     | 6                      | 8            |           |          |              |
| Comment Response to Second Review | 1                                     | 2                      | 2            |           |          |              |
| Submittal #3                      | 2                                     | 6                      | 8            |           |          |              |
| Comment Response to Third Review  | 1                                     | 2                      | 2            |           |          |              |
| Submittal #4                      | 2                                     | 6                      | 8            |           |          |              |
| Comment Response to Second Review | 1                                     | 2                      | 2            |           |          |              |
| Task 9 Hours:                     | 13                                    | 39                     | 61           | 0         |          |              |
| Task 9 Fees:                      | \$ 3,315.00                           | \$ 11,505.00           | \$ 12,200.00 | \$ -      | \$ -     | \$ 27,020.00 |
| Kimley-Horn Fee:                  |                                       |                        |              |           |          | \$ 27,020.00 |

| Task 10 - Construction Phase Services                     | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses         | Task Fees    |
|---|---------------------------------------|------------------------|--------------|-------------|------------------|--------------|
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |                  |              |
| Pre-Construction Meeting                                  | 16                                    | 15                     | 0            | 0           |                  |              |
| Construction Meetings on Site (assume 3)                  | 18                                    | 0                      | 0            | 18          |                  |              |
| Responses to Contractor RFI's                             | 12                                    | 14                     | 8            | 8           |                  |              |
| Shop Drawing Review (Assume Drainage Structures Only)     | 0                                     | 5                      | 0            | 8           |                  |              |
| Task 10 Hours:  | 46                                    | 34                     | 8            | 34          |                  |              |
| Task 10 Fees:   | \$ 11,730.00                          | \$ 10,030.00           | \$ 1,600.00  | \$ 5,100.00 | \$ -             | \$ 28,460.00 |
|   |                                       |                        |              |             | Kimley-Horn Fee: | \$ 28,460.00 |
| Task 11 - Bid Phase Services                              | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses         | Task Fees    |
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |                  |              |
| Pre-Bid Meeting   | 5                                     | 0                      | 4            | 4           |                  |              |
| Bid Package   | 5                                     | 2                      | 10           | 10          |                  |              |
| Client Questions  | 16                                    | 9                      | 8            | 4           |                  |              |
| Task 11 Hours:  | 26                                    | 11                     | 22           | 18          |                  |              |
| Task 11 Fees:   | \$ 6,630.00                           | \$ 3,245.00            | \$ 4,400.00  | \$ 2,700.00 | \$ -             | \$ 16,975.00 |
|   |                                       |                        |              |             | Kimley-Horn Fee: | \$ 16,975.00 |
| Task 12 - Aquatic Resources and Field Delineation/Exhibit | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses         | Task Fees    |
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |                  |              |
| Desk top review   | 8                                     | 6                      | 8            | 8           | \$ 2,500.00      |              |
| Site Visit  | 15                                    | 12                     | 12           | 15          |                  |              |
| Task 12 Hours:  | 23                                    | 18                     | 20           | 23          |                  |              |
| Task 12 Fees:   | \$ 5,865.00                           | \$ 5,310.00            | \$ 4,000.00  | \$ 3,450.00 | \$ 2,500.00      | \$ 21,125.00 |
|   |                                       |                        |              |             | Kimley-Horn Fee: | \$ 21,125.00 |
| Task 13 - Jurisdictional Determination Prep and Submittal | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses         | Task Fees    |
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |                  |              |
| JD Prep   | 6                                     | 5                      | 5            | 6           |                  |              |
| JD Submittal  | 6                                     | 3                      | 5            | 6           |                  |              |
| Task 13 Hours:  | 12                                    | 8                      | 10           | 12          |                  |              |
| Task 13 Fees:   | \$ 3,060.00                           | \$ 2,360.00            | \$ 2,000.00  | \$ 1,800.00 | \$ -             | \$ 9,220.00  |
|   |                                       |                        |              |             | Kimley-Horn Fee: | \$ 9,220.00  |
| Task 14 - USACE   | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses         | Task Fees    |
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |                  |              |
| USACE Field Confirmation                                  | 10                                    | 8                      | 6            | 10          |                  |              |
| Task 14 Hours:  | 10                                    | 8                      | 6            | 10          |                  |              |
| Task 14 Fees:   | \$ 2,550.00                           | \$ 2,360.00            | \$ 1,200.00  | \$ 1,500.00 | \$ -             | \$ 7,610.00  |
|   |                                       |                        |              |             | Kimley-Horn Fee: | \$ 7,610.00  |
| Task 15 - Geotechnical Engineering Coordination           | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst     | Expenses         | Task Fees    |
|   | \$ 255.00                             | \$ 295.00              | \$ 200.00    | \$ 150.00   |                  |              |
| Geotechnical Engineering - Terracon                       |                                       |                        |              |             | \$ 23,050.00     |              |
| Meetings with Terracon                                    | 5                                     | 0                      | 0            | 5           |                  |              |
| Coordination with Subconsultant                           | 5                                     | 0                      | 0            | 5           |                  |              |
| Task 15 Hours:  | 10                                    | 0                      | 0            | 10          |                  |              |
| Task 15 Fees:   | \$ 2,550.00                           | \$ -                   | \$ -         | \$ 1,500.00 | \$ 23,050.00     | \$ 27,100.00 |
|   |                                       |                        |              |             | Kimley-Horn Fee: | \$ 27,100.00 |

2024-06-26

Confidential

Dillon Turner  
Kimley-Horn, Inc.  
115 Fairchild Street, Suite 250  
Charleston, SC 29492

**Subject: SC-170/SC-462 Intersection Improvements**  
**Opportunity Code: 2024US289368**

Dear Mr. Turner:

WSP, Inc. is pleased to submit this cost proposal to Kimley-Horn, Inc. to provide surveying, SUE, and utility coordination services for the intersection improvements in Beaufort County at SC-170 and SC-462 in Okatie, SC.

### **Project Understanding**

We understand that Beaufort County has engaged Kimley-Horn, Inc. to prepare plans and specifications for intersection improvements at SC-170 and SC-462 in Beaufort County. The proposed project will involve a wide range of transportation design services including but not limited to, surveying, roadway design, roadway hydrology, utility coordination, environmental surveys and permitting, and geotechnical services. The proposed project limits are shown in figure 1 below. WSP will be providing at the request of Kimley-Horn, Inc. surveying, SUE, and utility coordination services as outlined in the scope below.



Figure 1: Project Location

## Proposed Scope

Following is a summary of scope of services for this project:

### I. TOPOGRAPHIC SURVEYING SERVICES

- A. WSP will provide planimetric and topographical surveying services prepared in conformity with the Standards of Practice Manual for Surveying in South Carolina and SCDOT.
- B. Planimetric surveys will be performed to locate, and map discovered cultural (man-made) and natural features pertinent to the project. All planimetric features should include descriptions of its material, type, species, size, condition, etc. These items include, but are not limited to the following:
  - Roadways, curb and gutter, paved areas
  - Sidewalks, trails
  - Buildings, canopies, decks, steps
  - Signs, mailboxes, columns, flag poles
  - Stately trees, ornamental trees, wooded area boundaries, shrubs
  - Fences, walls, guard rails
  - Streams, rivers, lakes, marshes
  - Wetland flags



- Utility poles, telephone pedestals, meter boxes
  - Sanitary sewer and storm drainage structures
  - Property corners and monuments found within the project limits
  - OCRM Critical lines flagging
- C. Topographical surveys will be performed within the pre-determined survey corridor, to collect three-dimensional data for all topographic breaklines, natural and cultural (man-made) features, and ground survey data. All measurements along longitudinal features or breaklines will be taken at regular intervals, not to exceed 50 ft spacing between shots.
- D. Mapping will include all planimetric and topographical data plotted at one-foot contour intervals, with spot elevations noted including the location of existing structures, above ground visible evidence of utilities and other features. The planimetric portion will also include the locations of buildings, with finished floor elevations, fences, pavements, with type (i.e., asphalt, concrete), striping and traffic control markers, curb and gutter, including edge of asphalt, flow line, and back of curb, walls, and signage with indications as to what the type of sign is. Road right of way will be established and side property lines will be shown based on monuments found during field work. Water bodies will include a water surface elevation and break line information such as top/toe of slopes.
- E. A tree survey will be performed withing the project corridor and will include trees 10" or greater in DBH.
- F. For storm and sanitary structure, rim and invert elevations will be shown along with pipe size and material.
- G. A minimum of two on-site benchmarks will be provided and shown. The horizontal datum to be used for the project will be SC NAD 83 (2011) and the Vertical datum will be based on NAVD '88. Standard conventional surveying equipment, GNSS collection equipment, and digital levels will be used.
- H. Our services will include the location, size, and species of all grand trees regulated by the municipality.
- I. Deliverables to include 2D & 3D mapping.

## II. UTILITY COORDINATION SERVICES

- A. Project limits are as shown in Figure 1 above,
- B. Approximate length of project is 9,600 linear feet,
- C. General project widths are R/W to R/W,
- D. Anticipate two submittals (Preliminary Utility Report at 60% plans & Final Utility Report at 90% plans),
- E. Modified scope and fee could be reduced at a later date once all utility owners and utility locations have been determined and or impacted by proposed design,

## III. SUBSURFACE UTILITY ENGINEERING

The SUE scope of work is as follows:

WSP USA, Inc. (WSP) proposes to provide the following Subsurface Utility Engineering (SUE) Quality Levels (QL) within the project limits as provided. All SUE services will be performed in accordance with CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of

Existing Subsurface Utility Data”. WSP shall request utility record information from facility owners (public and/or private) with infrastructure within the project limits. The Client is encouraged to share with WSP all available information within their possession pertaining to existing utilities within the project limits. Records research must be performed to meet the standard definitions for SUE data.

- A. Quality Level B (QLB): WSP will use industry-accepted methods to search for and designate the approximate horizontal positions of existing non-gravity utilities within the survey limits. Utilities will be marked on the ground surface in accordance with American Public Works Association (APWA) color codes based on their type. Utilities whose type cannot be identified due to the lack of above-ground appurtenances will be marked in pink paint within the survey limits and annotated as “Unknown” in the final deliverables.
- B. Quality Level C (QLC): WSP shall perform a survey of above-ground appurtenances within the survey limits. Known non-gravity utilities, based on available utility record data within these limits, whose horizontal positions cannot be determined due to known and/or unknown environmental factors, will be depicted in the final deliverable based on record data and correlated to the survey. These utilities will be annotated as “DATUR” (Depicted According To Utility Record).
- C. Quality Level D (QLD): Known non-gravity utilities, based on available utility record data within the project limits, whose horizontal positions cannot be determined due to known and/or unknown environmental factors and lack of above-ground appurtenances, will be depicted in the final deliverable based on record data. These utilities will be annotated as “DATUR”.
- D. Our investigation involves both passive and active utility designating equipment that detects induced or naturally occurring energy fields on conductive type utilities. Please note that while our marking of underground utilities is reliable, it represents the approximate location of the underground utility as marked on the ground. Accuracy is subject to various factors beyond WSP control, including limitations of equipment technology and site conditions such as access to utility structures, depth and conductivity of utilities, soil composition, and moisture content.
- E. This estimate does not include the collection of test hole information or Quality Level A (QLA) data. If this information is determined to be needed at a later date during the design stage, test holes will be billed on a per each basis at an agreed upon rate.

#### IV. PROJECT SCHEDULE

WSP estimates being able to begin work within twenty (20) working days after being issued a NTP. We also anticipate survey deliverables to be completed 130 days past NTP.

## V. ASSUMPTIONS

- A. A true boundary survey is not anticipated for this project. The property lines to be included on the survey will be based on locating at least two property corners and deed plotting the property lines.
- B. If WSP makes a site visit and cannot access (some or all of) the property, additional fees will be required.
- C. Any additional studies not mentioned in this scope (such as utility design services, etc.) would require a change order to this scope and fee.
- D. The project schedule is based on receipt of a notice to proceed on or about August 1, 2024.

## VI. CLIENT RESPONSIBILITIES

- A. Facilitate obtaining any needed permissions (i.e. property owners for surveys; if necessary) for the services outlined above.
- B. Any necessary CAD, property files, existing plans, or design files.

## VII. ADDITIONAL SERVICES

All services not listed under "Services" are considered Additional Services. The compensation for these services will be in addition to that for "Services." "Additional Services" include, but are not limited to the following:

- A. Engineering services incident to project scope changes beyond WSP's control.
- B. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
- C. Services made necessary by owner's default or by defects in the work of the owner.
- D. Preparing "As Built" drawings.
- E. Providing more representation and/or observation at the work site during construction (at the request of Owner or Contractor), than listed under "Services."
- F. Providing services in connection with future facilities or structures not to be constructed as part of this project.
- G. Providing services for additional zoning variances or special exceptions, traffic impact studies, environmental clearance and hazardous waste screening, environmental or habitat studies and wetland delineations, construction stakeout, flood studies, field survey of the floodplain, underground storage tank removal and/or remediation, hydrogeological well siting, drilling, and yield withdraw and drawdown testing with respect to additional on-site water determination, site lighting and design of a new electric service.
- H. Environmental Services, incident to project scope changes beyond WSP's Control.

# VIII. COMPENSATION

- A. "Services," upon which compensation is based, will be lump sum and invoiced based on percentage of work performed.
- B. "Services" will be provided for a lump sum fee of \$255,900 to be invoiced at WSP's completion of the following phases at the following amounts:

## TOTAL FOR SERVICES \$255,900

|  |            |
|--|------------|
| Project Management and QC  | \$ 1,500   |
| Topographic Survey   | \$ 138,000 |
| SUE Surveys  | \$ 83,000  |
| Utility Coordination   | \$ 27,500  |
| Direct Expenses (including traffic control for 2 days @ \$2,350/day if needed) | \$ 5,900   |

This scope may be amended as needed according to your project requirements and WSP will happily modify any effort or fees at your request to better suit your needs. If you have any questions or need further information, please do not hesitate to contact Kevin Ulmer at 803-429-8363 or kevin.ulmer@wsp.com.

Yours sincerely,



David Gourley, P.E.  
Senior Vice President, Civil Engineering



379 Browns Cove Road, Suite C  
Ridgeland, SC 29936  
P (843) 258-7075  
**Terracon.com**

Item 17.

August 27, 2024

Kimley-Horn and Associates Inc.  
115 Fairchild Street, Suite 250  
Charleston, SC 29492

**Attn:** Dillon Turner  
P:(843) 574-8593  
E:dillon.turner@kimley-horn.com

**RE:** Proposal for Geotechnical Engineering Services  
Relocation of SC-462 at SC-170  
SC-462 and SC-170  
Ridgeland, SC 29936

Dear Mr. Turner:

We appreciate the opportunity to submit this proposal to Kimley-Horn and Associates Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

|           |                                   |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding             |
| Exhibit B | Scope of Services                 |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location                     |
| Exhibit E | Anticipated Exploration Plan      |

See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

**Terracon Consultants, Inc.**

Kyle Nicholson, EIT  
Staff Geotechnical Engineer

Guoming Lin, Ph.D., P.E., D.GE  
Senior Consultant

## Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Kimley-Horn and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Planned Construction

| Item                     | Description  |
|--------------------------|--|
| Information Provided     | <p>The following were provided by the client via email communication on July 19, 2024.</p> <ul style="list-style-type: none"> <li>Conceptual Site Map</li> </ul>   |
| Project Description      | <p>The project will consist of relocating the intersection of SC-462 and SC-170 to the east and placing a traffic circle on SC-462 north of the new intersection.</p>  |
| Proposed Roadways        | <p>The project will include a new section of SC-462 that includes a traffic circle.</p>  |
| Finished Grade Elevation | <p>Final grade elevation is assumed to be near the existing grade of SC-170 and SC-462.</p>  |
| Pavements                | <p>Flexible (asphalt) pavement sections should be considered.</p> <p>The following traffic data was provided by Kimley-Horn:</p> <ul style="list-style-type: none"> <li>SC 170               <ul style="list-style-type: none"> <li>46,000 AADT (future 20 years)</li> <li>6% Heavy Vehicles</li> </ul> </li> <li>SC 462               <ul style="list-style-type: none"> <li>22,000 AADT (future 20 years)</li> <li>10% Heavy Vehicles</li> </ul> </li> </ul> |



## Site Location and Anticipated Conditions

| Item                         | Description   |
|------------------------------|---|
| <b>Parcel Information</b>    | The project is located at SC-462 and SC-170 in Ridgeland, SC 29936.<br>Latitude: 32.3514°, Longitude: -80.9232°                           |
| <b>Existing Improvements</b> | The proposed roadway section is heavily wooded. Utilities are assumed to be present in the right-of-way areas for both SC-170 and SC-462. |
| <b>Existing Topography</b>   | Assumed to be relatively level.   |
| <b>Site Access</b>           | The site is assumed to be accessible by Terracon's track mounted drill rig after limited site clearing.                                   |

## Assumptions / Exclusions

The project is currently at a preliminary stage. Information such as cross sections to show fill heights, slopes, and crossline pipes are not available. As such we propose to perform a preliminary subsurface investigation to provide preliminary geotechnical data, and any construction difficulties. At a later time, when cross sections are available, we can remobilize to perform a final subsurface investigation and provide a final geotechnical engineering report. Anticipated exploration plan has been provided for preliminary stage – see Exhibit E. Final exploration plan will be provided when project information such as cross sections are available.

The following were assumed for preparing this proposal for preliminary phase.

- SC 170 and SC 462 are maintained by SCDOT. Encroachment permits necessary to perform our field exploration will be obtained from SCDOT.
- Additionally, Terracon will send certified letters to private property owners to inform them that we will be performing geotechnical exploration. Any additional property access efforts will be coordinated with Kimley-Horn.
- All fill heights are less than 5 feet and slopes are 2:1 or flatter.
- Cut excavations exceeding 5 feet of exposed heights are not expected.
- Crossline pipes/culverts exceeding 48 inches in diameter are not expected.
- Earth retaining structures are not expected.
- Survey of geotechnical testing locations will be performed by others.

## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

| Number of Exploration Locations | Type of Exploration | Planned Boring Depth (feet) <sup>1</sup> | Planned Location <sup>2</sup> |
|---------------------------------|---------------------|--|-------------------------------|
| 5                               | Hand Auger w/ DCP   | 5  | Proposed Roadway Sections     |
| 5                               | Hand Auger          | 5  |                               |
| 4                               | CPT Sounding        | 20                                       |                               |

- Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
- The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet.

**Subsurface Exploration Procedures:** We plan to push the CPT soundings with a track-mounted drill rig. CPT sounding is a new technology in which an electronically instrumented cone penetrometer is hydraulically pushed through the soil while nearly continuous readings are recorded to a portable computer. The cone is equipped with electronic load cells to measure tip resistance and sleeve resistance and a pressure transducer to measure the generated ambient pore pressure. The face of the cone has an apex angle of 60° and an area of 10 or 15 cm<sup>2</sup>. Digital data representing the tip resistance, friction resistance, pore water pressure, and probe inclination angle are recorded about every 2 centimeters while advancing through the ground at a rate between 1½ and 2½ centimeters per second. These measurements are correlated to various soil properties used for geotechnical design. No soil samples are gathered through this subsurface investigation technique.

CPT soundings will be performed in accordance with ASTM D5778. The CPT data can be used to determine soil stratigraphy and to estimate soil parameters such as undrained shear strength and modulus of compression.

All hand auger borings will be conducted in general accordance with ASTM D1452. In this test, hand auger boring is drilled by rotating and advancing a bucket auger to the desired depths while periodically removing the auger from the hole to clear and examine the auger cuttings. The soils will be visually classified by a geotechnical engineer or geologist in

accordance with ASTM D2488. All hand auger borings will be conducted to an average depth of 5 feet below ground surface (BGS) or until auger refusal.

At five (5) of the hand auger test locations, a Kessler dynamic cone penetrometer (DCP) test will be conducted to a depth of 5 feet below ground surface in general accordance with ASTM D6951.

Our exploration team will prepare field boring logs as part of standard hand auger operations including sampling depths and other relevant sampling information. Field logs include visual classifications of materials encountered during auguring, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through South Carolina 811 (PUPS). We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities with legible paint markings on the ground within the area to be explored, Terracon can retain the services of a private utility contractor for this purpose. Fees associated with the additional services **are** included in our current Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

For the scope of work for this proposal, we have budgeted for subcontracting traffic control services (signage and flagman) during our coring activities, which is anticipated to take less than one day. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our coring/testing operations. Alternatively, others could provide all required traffic control as a cost saving measure.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

**Traffic Control:** For the scope of work for this proposal, we have budgeted for subcontracting traffic control services (signage and flagman) during our coring and testing activities, which is anticipated to take up to one day. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our coring/testing operations.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of boring
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended pavement recommendations and design parameters
- Earthwork recommendations including site/subgrade preparation

In addition to an emailed report, your project will also be delivered using **Terracon Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

## Exhibit C - Compensation and Project Schedule

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

#### Final Subsurface Exploration and Geotechnical Engineering

| Task   | Total    |
|--|----------|
| Private Utility Locate, Traffic Control, SCDOT Coordination including Encroachment Permit, Clearing, Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting | \$23,050 |

Our Scope of Services does not include services associated with wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

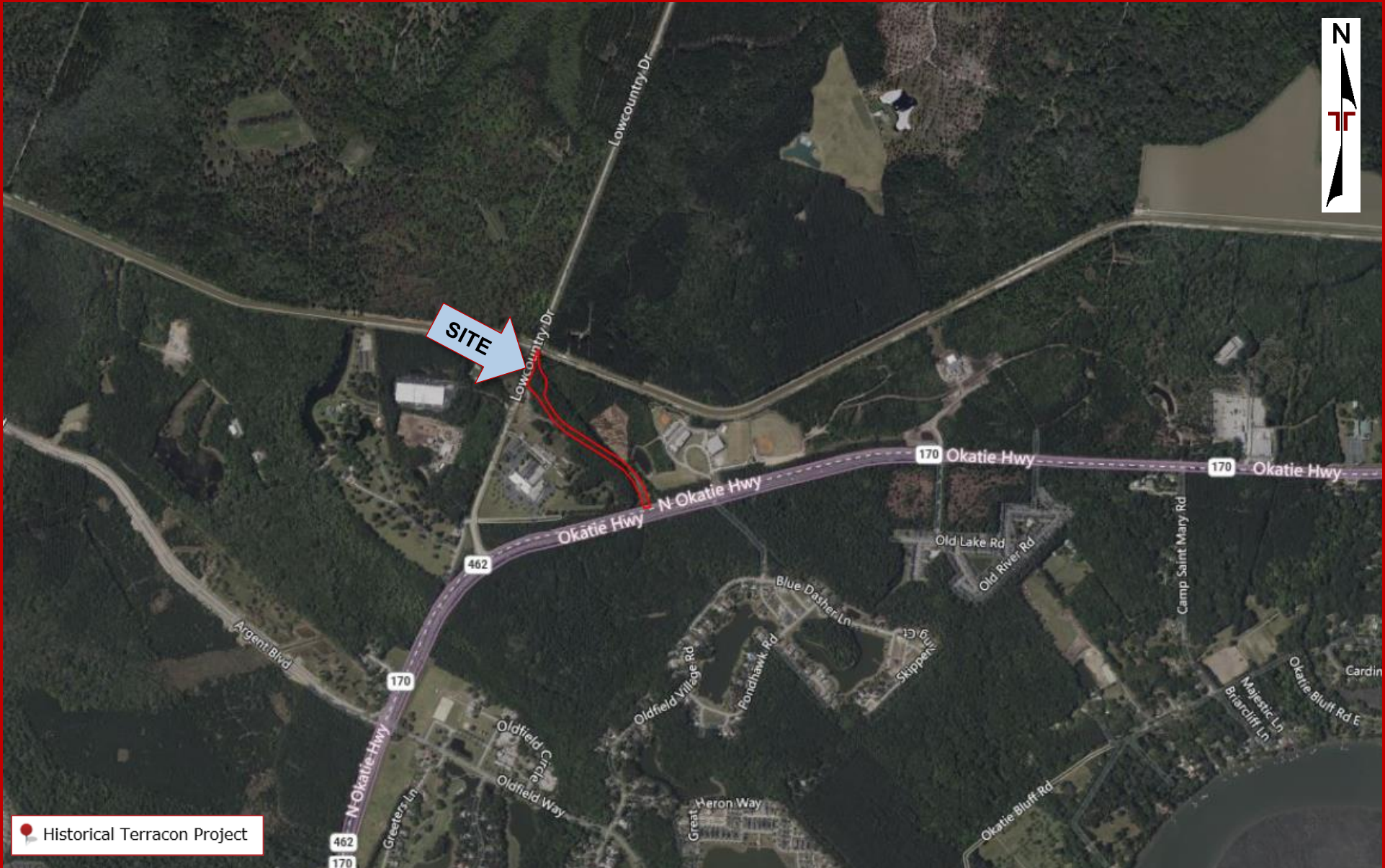
We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.



| Delivery on Compass      | Schedule <sup>1, 2</sup>        |
|--------------------------|---------------------------------|
| Kickoff Call with Client | 2 days after notice to proceed  |
| Site Characterization    | 30 days after notice to proceed |
| Geotechnical Engineering | 20 days after notice to proceed |

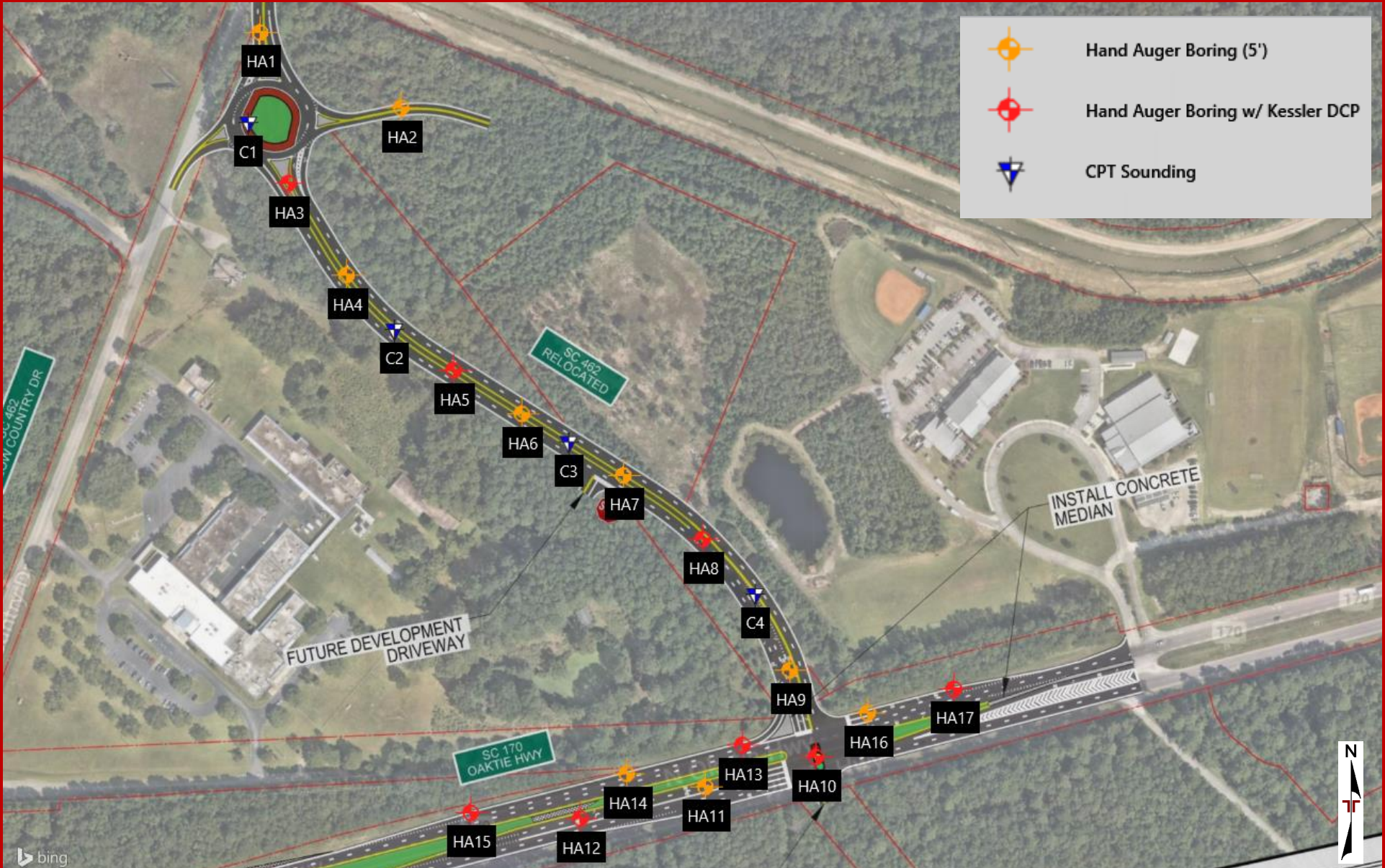
1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

**Exhibit D – Site Location**





**Exhibit E – Anticipated Exploration Plan**



Reference Number: PHG245066

## MASTER SERVICES AGREEMENT

### TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 08/04/2021 between Kimley-Horn and Associates Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Relocation of SC 462 at SC170 project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 07/24/2024 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

#### 1. Project Information

Please reference Terracon proposal PHG245066.

#### 2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Please reference Terracon proposal PHG245066.

#### 3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Please reference Terracon proposal PHG245066.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By: \_\_\_\_\_ Date: **8/2/2024**

Name/Title: **Kyle Turner / Office Manager**

Address: **379 Browns Cove Rd Ste C**  
**Ridgeland, SC 29936-3118**

Phone: **(843) 258-7070** Fax: \_\_\_\_\_

Email: **Kyle.Turner@terracon.com**

Client: **Kimley-Horn and Associates Inc**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Dillon Turner /**

Address: **115 Fairchild Street, Suite 250**  
**Charleston, SC 29492**

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

Email: **dillon.turner@kimley-horn.com**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

## ITEM TITLE:

**RECOMMENDATION TO APPROVE TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2401 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT (\$214,730)**

## MEETING NAME AND DATE:

Public Facilities & Safety Committee – October 21, 2024

## PRESENTER INFORMATION:

Jon Rembold, C.M. Airports Director  
(5 minutes)

## ITEM BACKGROUND:

The Airports Board reviewed and approved this work authorization at its monthly meeting on October 17, 2024.

## PROJECT / ITEM NARRATIVE:

This runway rehabilitation project has been designed and bid. This Work Authorization allows TBE to provide administrative construction phase services and special testing services. This is a standard service and is required for FAA grant projects.

## FISCAL IMPACT:

The total value of this Work Authorization shall not exceed \$214,730.00. This amount is included in the project total listed below and has been substantiated by way of an FAA-required Independent Fee Estimate performed by a third-party design professional.

Total Project Cost (\$3,140,118.00). Project Funding Sources include:

- (90%) FAA BIL Grant \$2,826,106.00
- (5%) SCAC Grant 24-027 \$157,006.00
- (5%) Sponsor Share \$157,006.00

GL Code 5102-90-0000-57130 | Current Balance: \$3,175,592.00

## STAFF RECOMMENDATIONS TO COMMITTEE:

Staff recommends approval of Talbert, Bright and Ellington (TBE) Work Authorization 2119-2401 for ARW Runway 07/25 Rehabilitation Project (Construction)

## OPTIONS FOR COMMITTEE MOTION:

Motion to approve /deny Talbert, Bright and Ellington (TBE) Work Authorization 2119-2401 for ARW Runway 07/25 Rehabilitation Project (Construction)

**Next step: County Council Meeting – October 28, 2024**

**BEAUFORT EXECUTIVE AIRPORT  
BEAUFORT, SOUTH CAROLINA  
WORK AUTHORIZATION 24-01  
July 23, 2024  
PROJECT NO.: TBI NO. 2119-2401**

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

---

**Description of Work:** The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the runway pavement rehabilitation project will be performed as part of this Work Authorization. The CA services will include the following: coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer's Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

**BASIC SERVICES**

**CONSTRUCTION PHASE:**

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general



construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Florence Regional Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

### **SPECIAL SERVICES**

#### **Task 1 – Full-Time Resident Project Representative (RPR)**

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

#### **Task 2 – Quality Assurance Testing**

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

#### **Task 3 – A-Built Survey**

An as-built survey for this project will be provided.

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

**Cost of Services:** The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$134,203.00**, which includes reimbursable expenses. For a total of **\$214,730.00**.

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

**APPROVED:**

BEAUFORT COUNTY

\_\_\_\_\_

Title

\_\_\_\_\_

Date:

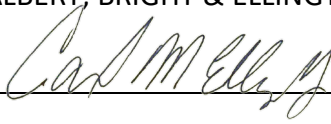
\_\_\_\_\_

Witness:

\_\_\_\_\_

**APPROVED:**

TALBERT, BRIGHT & ELLINGTON, INC.

\_\_\_\_\_ 

Vice President

Title:

\_\_\_\_\_

AUGUST 16, 2024

Date:

\_\_\_\_\_

Witness:

\_\_\_\_\_ 

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2401



**SUMMARY OF FEES****RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

| DESCRIPTION                                  | ESTIMATED           |
|--|---------------------|
| <b>BASIC SERVICES</b>                        |                     |
| PROJECT FORMULATION/DEVELOPMENT PHASE (01)   | \$ -                |
| DESIGN PHASE (04)                            | \$ -                |
| BIDDING PHASE (05)                           | \$ -                |
| CONSTRUCTION ADMINISTRATION PHASE (06)       | <u>\$ 77,702.00</u> |
| SUBTOTAL                                     | \$ 77,702.00        |
| EXPENSES                                     | \$ 2,825.00         |
| SUBCONSULTANTS                               | \$ 63,293.00        |
| INSPECTION - RESIDENT PROJECT REPRESENTATIVE | <u>\$ 70,910.00</u> |
| SUBTOTAL                                     | \$ 137,028.00       |
| TOTAL  | \$ 214,730.00       |

**MANHOUR ESTIMATE****RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

| DESCRIPTION                              | PRIN<br>\$ 290 | SPM<br>\$ 250 | PM<br>\$ 230 | SP<br>\$ 171 | E5<br>\$ 185 | E2<br>\$ 120 | AD5<br>\$ 90 | T5<br>\$141 |
|--|----------------|---------------|--------------|--------------|--------------|--------------|--------------|-------------|
| Award contract and prepare RFC documents | 0              | 6             | 4            | 0            | 4            | 0            | 0            | 8           |
| Coordinate with subconsultants           | 4              | 16            | 4            | 0            | 16           | 0            | 0            | 0           |
| Coordinate/ conduct preconstruction      | 0              | 8             | 0            | 0            | 0            | 0            | 0            | 0           |
| Preconstruction minutes                  | 0              | 2             | 0            | 0            | 0            | 0            | 0            | 0           |
| Coordinate project schedule              | 0              | 6             | 0            | 0            | 0            | 4            | 0            | 0           |
| Coordinate submittals                    | 0              | 16            | 0            | 0            | 0            | 24           | 0            | 0           |
| Construction visits                      | 0              | 24            | 0            | 0            | 0            | 8            | 0            | 0           |
| Construction observation reports         | 0              | 6             | 0            | 0            | 0            | 2            | 0            | 0           |
| Review/coordinate field changes          | 2              | 12            | 4            | 0            | 0            | 8            | 0            | 4           |
| Construction correspondence              | 4              | 8             | 8            | 2            | 0            | 4            | 0            | 0           |
| Grant administration                     | 0              | 12            | 40           | 8            | 0            | 0            | 0            | 0           |
| Process requests for partial payment     | 0              | 16            | 0            | 8            | 0            | 0            | 0            | 0           |
| Review test results/PWL calculations     | 0              | 20            | 0            | 28           | 0            | 0            | 0            | 0           |
| Final inspection                         | 0              | 10            | 0            | 0            | 8            | 0            | 0            | 0           |
| Develop record drawings & Final Report   | 0              | 8             | 0            | 0            | 0            | 0            | 4            | 12          |
| MANHOUR TOTAL                            | 10             | 164           | 56           | 46           | 24           | 50           | 4            | 16          |

DIRECT LABOR EXPENSES:

| CLASSIFICATION         |       | BILL<br>RATE | EST.<br>MHRS | EST.<br>COST        |
|------------------------|-------|--------------|--------------|---------------------|
| Principal              | PRIN  | \$ 290       | 10           | \$ 2,900            |
| Senior Project Manager | SPM   | \$ 250       | 164          | \$ 41,000           |
| Project Manager        | PM    | \$ 230       | 56           | \$ 12,880           |
| Senior Planner         | SP    | \$ 171       | 46           | \$ 7,866            |
| Engineer V             | E5    | \$ 185       | 24           | \$ 4,440            |
| Engineer II            | E2    | \$ 120       | 50           | \$ 6,000            |
| Admin. Assistant V     | AD5   | \$ 90        | 4            | \$ 360              |
| Technician V           | T5    | \$ 141       | 16           | \$ 2,256            |
|                        | Total |              | 370          |                     |
| <b>SUBTOTAL</b>        |       |              |              | <b>\$ 77,702.00</b> |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION                               | UNIT | UNIT<br>RATE | ESTIMATED<br>UNITS | ESTIMATED<br>COST  |
|---|------|--------------|--------------------|--------------------|
| Telephone   | LS   | \$ 150.00    | 1                  | \$ 150.00          |
| Postage   | LS   | \$ 125.00    | 1                  | \$ 125.00          |
| Miscellaneous expenses<br>(prints, faxes, copies) | LS   | \$ 750.00    | 1                  | \$ 750.00          |
| Travel  | LS   | \$1,800.00   | 1                  | \$ 1,800.00        |
| <b>SUBTOTAL</b>                                   |      |              |                    | <b>\$ 2,825.00</b> |

**MANHOUR ESTIMATE****RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION                    | UNIT | UNIT<br>RATE | EST.<br>UNITS | EST.<br>COST         |
|--|------|--------------|---------------|----------------------|
| Quality Acceptance Testing             | LS   | \$25,955.00  | 1             | \$ 25,955.00         |
| As-Built Survey                        | LS   | \$29,338.00  | 1             | \$ 29,338.00         |
| Ward Edwards CA of drainage            | LS   | \$8,000.00   | 1             | \$ 8,000.00          |
| <i>SUBTOTAL</i>                        |      |              |               | <i>\$ 63,293.00</i>  |
| <b>TOTAL CONSTRUCTION ADMIN. COST:</b> |      |              |               | <b>\$ 143,820.00</b> |



**MANHOUR ESTIMATE****RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)

CALENDAR DAYS 45

| DESCRIPTION          | RPR    |
|----------------------|--------|
|                      | \$ 118 |
| Project review       | 16     |
| Site mobilization    | 8      |
| On site inspection   | 412    |
| Final inspection     | 16     |
| Follow up inspection | 40     |
| Site demobilization  | 8      |
| MANHOUR TOTAL        | 500    |

DIRECT LABOR EXPENSES:

| CLASSIFICATION    |     | BILL<br>RATE | EST.<br>MHRS | EST.<br>COST        |
|-------------------|-----|--------------|--------------|---------------------|
| RESIDENT ENGINEER | RPR | \$ 118       | 500          | \$ 59,000           |
|                   |     | Total        | 500          |                     |
| <i>SUBTOTAL</i>   |     |              |              | <i>\$ 59,000.00</i> |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION                                       | UNIT | UNIT<br>RATE | EST.<br>UNITS | EST.<br>COST     |
|---|------|--------------|---------------|------------------|
| Telephone   | LS   | \$ 100       | 1             | \$ 100.00        |
| Postage   | LS   | \$ 100       | 1             | \$ 100.00        |
| Miscellaneous expenses<br>(prints, faxes, copies, photos) | LS   | \$ 250       | 1             | \$ 250.00        |
| Travel  | LS   | \$ 300       | 1             | \$ 300.00        |
| <i>SUBTOTAL</i>   |      |              |               | <i>\$ 750.00</i> |

PER DIEM:

| EXPENSE DESCRIPTION           | UNIT | UNIT<br>RATE | EST.<br>UNITS | EST.<br>COST        |
|-------------------------------|------|--------------|---------------|---------------------|
| DAILY PER DIEM                | PD   | \$ 248       | 45            | \$ 11,160           |
|                               |      | Total        | 45            |                     |
| <i>SUBTOTAL</i>               |      |              |               | <i>\$ 11,160.00</i> |
| <b>TOTAL INSPECTION COST:</b> |      |              |               | <b>\$ 70,910.00</b> |



June 25, 2024

Talbert, Bright & Ellington, Inc.  
3525 Whitehall Park Dr Ste 210  
Charlotte, NC 28273

Attn: Mr. Andy Shook  
P: (704) 426 6070  
E: ashook@tbeclt.com

Re: Materials Testing Proposal  
Beaufort Executive Airport  
Beaufort, SC 29907  
Terracon Proposal No. PHG241049

Dear Mr. Shook:

Terracon appreciates the opportunity to submit the following Materials Testing Proposal for the Beaufort Executive Airport project. Below is a discussion of the project information, scope of work, and fees associated with providing testing for the construction phase of the project.

## 1.0 PROJECT INFORMATION

The project referenced herein consists of milling and overlaying the 7-25 runway. Approximately 4,200 tons of P-401 asphalt will be placed at a thickness of 2 inches. Concrete headwalls for the drainage structures will be precast.

### Planned Construction

| Item            | Description  |
|-----------------|--|
| <b>Location</b> | 39 Airport Cir located in Beaufort, SC 29907<br>Latitude: 32.411194°, Longitude: -80.636172° |
| <b>Sitework</b> | Resurfacing the 7-25 runway at Beaufort Executive Airport                                    |

### Documents Provided

| Item                        | Description   |
|-----------------------------|---|
| <b>Information Provided</b> | Civil drawings dated May 2024<br>Specifications and Contract Documents dated March 2024 |

Explore with us



## 2.0 SCOPE OF SERVICES

Terracon's Scope of Services is based on the information and plans provided by Mr. Shook with Talbert, Bright & Ellington, Inc. Based on our understanding of the project, we anticipate that the following will be required:

- Asphalt Observation and Testing
- Engineering / Reporting / Supervision

We recommend the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services. If you believe our scope of services needs to be modified in any way, please notify us so we can make the appropriate changes.

### 2.1 Asphalt Observation and Testing

- Terracon will measure the thickness of contractor-extracted cores used for bulk specific gravity testing for each subplot.
- Terracon will perform bulk specific gravity of asphalt cores in accordance with ASTM D2726. The percent compaction can be determined using the TMD determined for that subplot. The cores will be tested at a rate of 1 mat and 1 joint core per subplot.
- A Terracon representative will be available to monitor quality control activities including asphalt air void testing, profilograph roughness testing, and temperature checks of the asphalt at the job site

### 2.2 Engineering / Reporting / Supervision

Terracon will designate a Project Manager / Engineer to oversee Terracon's scope of construction testing and site monitoring for the project. Terracon will review reports of field tests and observations and submit reports via email distribution to the parties designated in the contract documents.

During construction, Terracon requests access to current / revised drawings, details, specifications, requests for Information, reviewed submittals, and any other clarifying or modifying communication that affects our portion of the work. We would also like the opportunity to attend pre-construction and project meetings should issues related to our scope of work be discussed.

A draft of our daily field report and field tests will be prepared by our on-site personnel. After review by the Terracon Project Manager, final reports will be distributed electronically. The client can designate team members or other parties for electronic report distribution at no additional cost.

Non-compliant tests or observations will be verbally reported to the contractor on-site so corrective action can be taken and documented. A discrepancy report detailing the non-compliant elements will be distributed electronically to the project team within one business day.

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 2



Terracon's services will be performed on an as-requested basis with scheduling by you or your representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services in a timely manner.

We request our services be scheduled a minimum of one working day in advance and two working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule.

## 3.0 TERMS

### 3.1 Compensation

Based on the project information and scope described above, we will provide the listed services on a **time and materials basis** using the unit and hourly rates in the attached Fee Estimate. If you believe we need to increase or decrease our scope of services or trip frequency, please notify us so we can make the appropriate changes.

We recommend the following budget be allotted for performance of the materials testing and special inspection services as listed above.

| Task   | Estimated Fee    |
|--|------------------|
| <b>Materials Testing and Special Inspection Services</b> | <b>\$ 23,955</b> |
| <b>Per diem per day (if needed)</b>                      | <b>\$250</b>     |

Our fees include all anticipated charges for mileage, travel, equipment, personnel, etc. for the anticipated scope of services listed in 2.0. The details of our estimated fee can be viewed in the attached Fee Estimate. Any additional services outside of the scope listed in Section 2.0 of this proposal will be billed according to the respective unit rates established in the attached Fee Estimate.

### 3.2 Assumptions

**Please note:**

- For billing purposes, Terracon assumes that your designated scheduling representative will make good effort to provide clear notification to Terracon at least 24 hours prior to the desired on-site arrival time of our technicians to perform the requested inspection or testing services and the material(s) requested to be inspected or tested are ready to be inspected or tested upon our technician's arrival to the site.
- We will only be on-site when you or your representative schedule our services, and as our fee for services are dependent on the contractor's schedule, our fees may vary accordingly.

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 3

Materials Testing Proposal | Revision 0  
 Beaufort Executive Airport | Beaufort, SC 29907  
 6/25/2024 | Terracon Proposal No. PHG241049



- Terracon assumes a project duration of 25 working days.

### 3.3 Exclusions

Our services specifically exclude testing on any part of the project outside of the limits of disturbance noted in the Civil Plans. Our services do not relieve any contractor / subcontractor from complying with the project specifications.

**Please note:**

Terracon will NOT provide a testing laboratory at the plant or job site to test asphalt air voids independently from the quality control laboratory. Terracon can provide a laboratory technician to observe asphalt air void and other laboratory tests performed by the quality control laboratory.

Terracon should be notified if additional testing or inspections are needed, and our Fee Estimate can be adjusted to accommodate the additional testing.

Terracon will not be responsible for rejecting material(s), discontinuing, or stopping work. The responsibility of our field personnel will consist of making observations, performing tests, and reporting the findings to an authorized person such as the site superintendent for appropriate action. If substandard work is being performed or if materials of inferior quality are being used, it will be the responsibility of your authorized person to have these conditions corrected. Should it be possible to correct such conditions amicably on the basis of oral recommendations by our technician, it can be done in this manner. However, if it becomes necessary to reject material or to discontinue the work, we expect that someone other than our personnel will make such decisions.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

Client agrees to respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

**Explore with us**

Facilities | Environmental | Geotechnical | **Materials** 4

Materials Testing Proposal | Revision 0  
 Beaufort Executive Airport | Beaufort, SC 29907  
 6/25/2024 | Terracon Proposal No. PHG241049



### 3.4 Authorization

Please indicate your acceptance of this proposal by signing and returning the attached Terracon Agreement for Services to **Kyle.turner@terracon.com**. Upon receipt of the executed Agreement for Services, Terracon will proceed with our professional services for this project as detailed in this proposal.

Terracon greatly appreciates the opportunity to provide this proposal to you on this project. Please do not hesitate to contact us should you have any questions.

Sincerely,  
 Terracon Consultants, Inc.

Eric Ricks  
 Proposal Manager

Kyle Turner  
 Office Manager / APR

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 5



## EXHIBIT A

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▣ Exhibit A-1      Fee Estimate

**FEE ESTIMATE**

Beaufort Executive Airport

Materials Services

Terracon Proposal No. PHG241049

**TASK**

| 2.1 | ASPHALT OBSERVATION AND TESTING | RATE   | QUANTITY | UNITS | TRIPS | COST              | SUB-TOTAL        |
|-----|---------------------------------|--------|----------|-------|-------|-------------------|------------------|
|     | Laboratory Technician           | \$ 160 | 60       | hour  | 8     | \$ 9,600          |                  |
|     | Field Technician                | \$ 127 | 60       | hour  | 8     | \$ 7,620          |                  |
|     | Trip Charge                     | \$ 50  | --       | trip  | 16    | \$ 800            |                  |
|     | Asphalt Core BSG                | \$ 50  | 24       | each  |       | \$ 1,200          |                  |
|     |                                 |        |          |       |       | <b>Sub-Total:</b> | <b>\$ 19,220</b> |

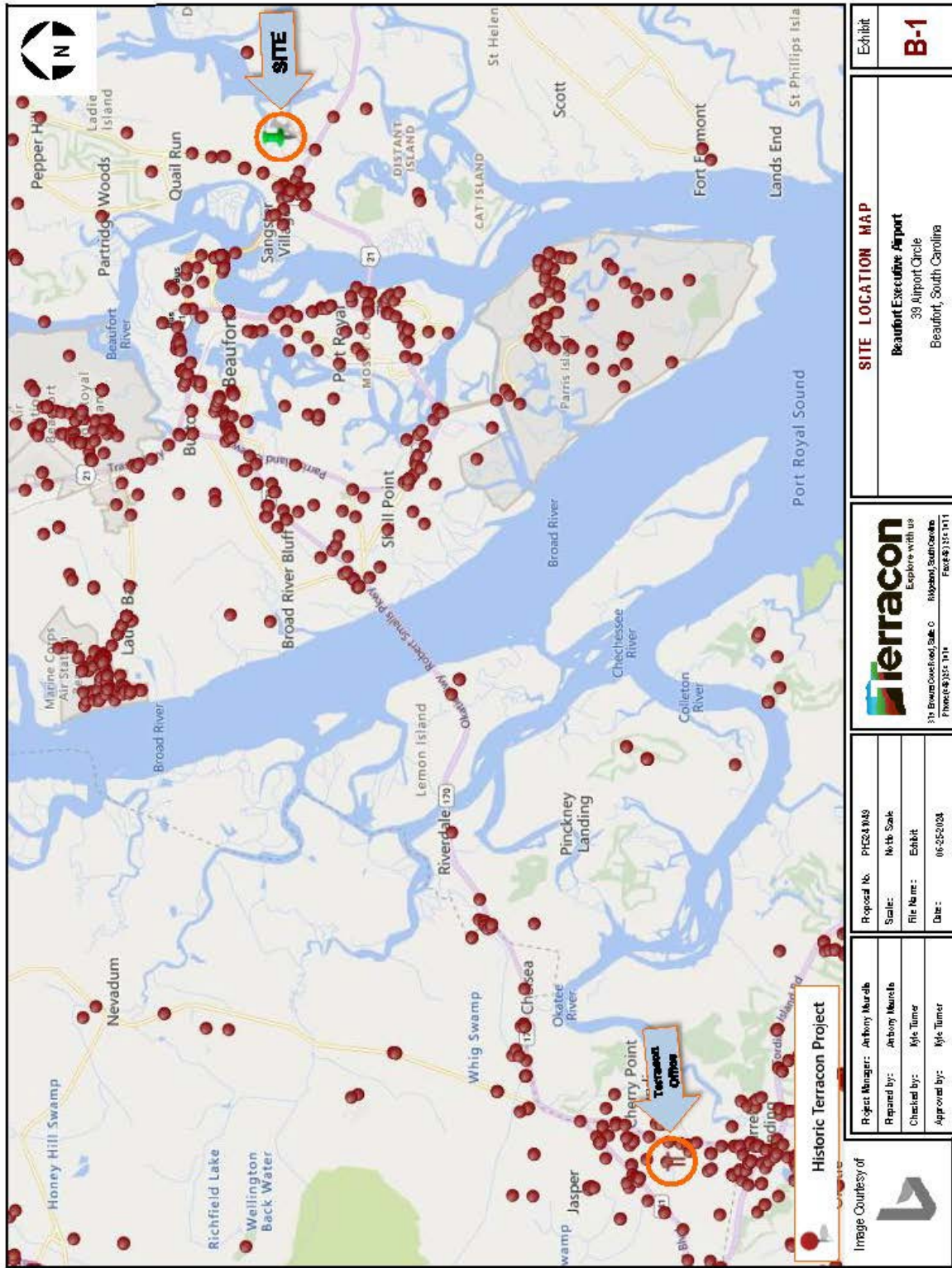
| 2.2 | ENGINEERING / REPORTING / SUPERVISION | RATE   | QUANTITY | UNITS | TRIPS | COST              | SUB-TOTAL       |
|-----|---------------------------------------|--------|----------|-------|-------|-------------------|-----------------|
|     | Authorized Project Reviewer           | \$ 225 | 2        | hour  | --    | \$ 450            |                 |
|     | Project Management                    | \$ 185 | 15       | hour  | 4     | \$ 2,775          |                 |
|     | Administrative                        | \$ 85  | 10       | hour  | --    | \$ 850            |                 |
|     | Trip Charge                           | \$ 50  | --       | trip  | 4     | \$ 200            |                 |
|     |                                       |        |          |       |       | <b>Sub-Total:</b> | <b>\$ 4,275</b> |

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>\$ 23,955</b> |
|--------------|------------------|

## EXHIBIT B

---

▣ Exhibit B-1      Site Location Map



## CONSTRUCTION SUPPORT SERVICES

PO Box 90408  
Columbia, S.C. 29290

Phone (803) 776-9909

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Date: July 8, 2024  
To: Talbert, Bright & Ellington  
Attn: Andy Shook

From: Jay S. Joshi, P.L.S.

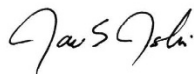
Re: Beaufort Executive Airport Runway 7-25 As-Built Surveys (TBE Project # 2119-2401)

Thank you for the opportunity to provide survey services for this project. We have reviewed the material that you have given to us. CSS is recognized as a SCDOT and FAA, DBE, and a Small and Minority owned business from the South Carolina Governor's Office. CSS has three Professional Land Surveyors on staff, and three field survey crews.

Construction Support Services can provide the items requested in the attached scope of services received from TB&E on June 19, 2024, for a Lump Sum fee of \$29,338.00. This fee includes the cost of all labor, office support, direct charges & cost of mileage.

Please review this proposal and feel free to contact me if you have any questions or suggestions.

Thank You



Jay S. Joshi, P.L.S.

Enclosure: Scope of Services as received from TB&E June 19, 2024



July 10, 2024

Judy Elder  
 TALBERT, BRIGHT & ELLINGTON  
 2000 Park Street, Suite 101  
 Columbia, SC 29201  
 Phone: 803-933-9290  
 Email: [jelder@tbeclt.com](mailto:jelder@tbeclt.com)

**ARW RUNWAY 07-25 REHABILITATION**

Beaufort County, South Carolina  
 Civil Engineering Proposal – Service Authorization No. 1  
 Ward Edwards Reference: 100266L

**PROJECT UNDERSTANDING**

Ward Edwards services supplied under this Agreement are based on the following:

1. We understand TBE requires construction observation services for the upcoming runway rehabilitation project.
2. The following services are excluded from this proposal, but could be provided upon request:
  - A. Post-Construction Land Surveying: Client or Contractor will provide an as-built survey and recordable drainage, access, and/or utility easement plats for constructed improvements.
  - B. Environmental Services: Environmental site assessments, endangered species reports, and cultural resource studies will be provided by Client if applicable.
  - C. Wetland Services: Wetland consulting such as delineations, jurisdictional determinations, impact permitting, and mitigation plans. Client will provide a current US Army Corps of Engineers jurisdictional determination and corresponding wetland survey.
  - D. Geotechnical Engineering & Construction Testing Services: To accommodate design, a geotechnical report containing site preparation recommendations, paving sections, depth to seasonal high groundwater, and infiltration rates will be provided by Client.
  - E. Construction Contract Administration: Bidding and construction contract administration is excluded but can be provided upon request.

**SCOPE**

The project scope will include:

**CONSTRUCTION SERVICES**

Ward Edwards will perform the following construction services:

- A. **INITIATION**
  1. Attend a pre-construction conference with Client and Contractor.
  2. Review material submittals and/or shop drawings submitted by Contractor.
  3. Prepare and provide an AutoCAD file of the site/civil engineering plans for Contractor stake-out use.

[www.WardEdwards.com](http://www.WardEdwards.com)

Main Office: (843) 837-5250

P.O. Box 381, Bluffton, SC 29910





**B. MONITORING**

1. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents. It was assumed that two progress site visits will be conducted in addition to the pre-construction meeting and the final inspection.
2. Provide services associated with construction observation on as as-needed basis in order to resolve questions or conflicts during the construction process.
3. Geotechnical engineering inspection and testing are excluded from this scope and are assumed to be performed by others.

**C. CLOSE-OUT**

1. Perform a site walk for general design compliance.
2. Prepare a punch list of identified site design deficiencies requiring corrective action.
3. Review a stormwater as-built survey prepared by the contractor's licensed surveyor.
4. Provide final engineer's letter for applicable agencies.

**FEES**

The below fees are based on prompt payment of invoices and on the orderly and continuous progress of the Project. Payment of the attached retainer invoice enables execution of this Agreement.

| SERVICE DESCRIPTION  | FEE TYPE  | FEE AMOUNT |
|--|-----------|------------|
| Construction Services – Initiation, Monitoring, and Closeout | Fixed Fee | \$ 8,000   |

**SERVICE AUTHORIZATION**

Additional contract terms appear in the attached Terms and Conditions (T&C) dated July 10, 2024. Talbert, Bright, & Ellington is the CLIENT in this Agreement. When signed below, this proposal and the referenced PSA represent the entire understanding and agreement of this Project between you and Ward Edwards and serve as the authorization for Ward Edwards to proceed with professional services. Modification must be made in writing and signed by both Ward Edwards and CLIENT.

By: Paul Moore Approved By: \_\_\_\_\_  
 Paul Moore, PE, Ward Edwards, Inc. Talbert, Bright, & Ellington

Date: July 10, 2024 Date: \_\_\_\_\_

**RESOLUTION 2024/46****A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER**

**WHEREAS**, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

**WHEREAS**, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

**WHEREAS**, the project will include the overlay of the existing runway, new pavement markings, required edge light adjustments, sediment/erosion control; and

**WHEREAS**, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

**WHEREAS**, the total FAA grant is \$2,378,106; and

**WHEREAS**, the FAA will provide 90% of the total project cost, SCAC will fund SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26<sup>th</sup> day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

*Joseph Passiment*  
Joseph Passiment, Chairman

ATTEST \_\_\_\_\_

*Sarah W. Brock*  
Sarah W. Brock, Clerk to Council

## RESOLUTION 2024/44

### A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

**WHEREAS**, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

**WHEREAS**, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

**WHEREAS**, the project will include the overlay of the existing runway, new pavement markings, required edge light adjustments, sediment/erosion control; and

**WHEREAS**, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

**WHEREAS**, the total FAA grant is \$448,000; and

**WHEREAS**, the FAA grant will provide 90% of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will find 5% (\$24,889).

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

  
Joseph Passiment, Chairman

ATTEST: \_\_\_\_\_

  
Sarah W. Brock, Clerk to Council



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

Henry D. McMaster  
GOVERNOR

Gary W. Siegfried  
EXECUTIVE DIRECTOR  
**Aeronautics Commission**

Delphin A. Gantt, Jr.  
CHAIRMAN

Anne Esposito  
DISTRICT 1

Denise Bryan  
DISTRICT 2

Skeets Cooper  
DISTRICT 3

Terry Connorton  
DISTRICT 4

Charles "Doug" Barnes  
DISTRICT 5

Marco Cavazzoni  
DISTRICT 6

Christopher Bethea  
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator  
County of Beaufort  
PO Drawer 1228  
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission  
SCAC Grant No: **24-027**  
**Beaufort Executive Airport (ARW)**  
Project Description: **Rehabilitate Runway 7 – 25 (Construction)**

Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$157,006** to **Beaufort County** for the **Rehabilitate Runway 7 – 25 (Construction)** project at the **Beaufort Executive Airport (ARW)**.

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

This project qualifies for Federal, State, and Local government funds. Project costs and funding are as follows:

|                              |                    |
|------------------------------|--------------------|
| Federal Funds                | \$2,826,106        |
| State Funds                  | \$ 157,006         |
| <u>Airport Sponsor Funds</u> | <u>\$ 157,006</u>  |
| <b>Total Project Cost</b>    | <b>\$3,140,118</b> |

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

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

**Gary W. Siegfried, PE**  
Executive Director

Encl: Grant Agreements (Two copies)



Item 18.



## GRANT AGREEMENT (CONSTRUCTION)

### PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No.: **24-027**

To: **Beaufort County**  
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **June 12, 2024** for the grant of State Funds for a project for development of the **Beaufort Executive Airport (ARW)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

#### **Rehabilitate Runway 7 - 25 (Construction)**

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Federal               | \$ 2,826,106  |
| State                 | \$ 157,006    |
| Sponsor               | \$ 157,006    |
| Other                 | \$ 00,000     |

for a total cost of **\$3,140,118** subject to the following:



1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$157,006 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA AERONAUTICS COMMISSION

  
\_\_\_\_\_  
Gary W. Stegmaier, Executive Director  
South Carolina Aeronautics Commission

09/03/2024  
\_\_\_\_\_  
Date

#### ACCEPTANCE OF GRANT

\_\_\_\_\_  
Signature of Sponsor  
Legal Authority to Execute this Grant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Official



## PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
  
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
  
3. Sponsor shall:
  - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
  - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
  - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
  - d. Submit all planning and construction documents to SCAC for review and approval; and
  - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
    - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
    - land acquisition or releases, including easements;
    - major obstruction clearing;
    - new, upgraded, or downgraded instrument procedures; and
    - new, revised, or expanded airport-related zoning ordinances.
  
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
  - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
  - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- ➔ 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- ➔ Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- ➔ 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- ➔ the height of objects around airports,
- ➔ communication, visibility, and bird strike hazards,
- ➔ incompatible land uses in the Runway Protection Zone (RPZ); and
- ➔ if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
  - ➔ Paper of at least 24 inch by 36-inch size sheet(s);
  - ➔ Portable Document Format (PDF) electronic file(s).
  - ➔ GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
  - ➔ CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

**PART III - ACCEPTANCE**

\_\_\_\_\_ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature By)

\_\_\_\_\_  
(Title)

(Seal)

Attest \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as attorney for \_\_\_\_\_  
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said \_\_\_\_\_ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Title \_\_\_\_\_



**EXHIBIT A****AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

Personally, appeared before me \_\_\_\_\_

being first duly sworn says that he is a member of the firm of \_\_\_\_\_  
 and further says that his firm, association, or corporation has not, either directly or indirectly, entered into  
 any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive  
 bidding in connection with the submission of a bid on the above-named project.

Further, \_\_\_\_\_ swears and affirms that all legal formalities required for  
 the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,  
 on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of  
 him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said  
 formalities were not in fact complied with.

 \_\_\_\_\_  
 (Legal Signature)

SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <b>RECOMMEND APPROVAL OF CONTRACT AWARD TO QUALITY ENTERPRISES USA FOR IFB # 070924 ARW RUNWAY REHABILITATION CONSTRUCTION PROJECT</b>  |
| <b>MEETING NAME AND DATE:</b>   |
| Public Safety and Facilities Committee – October 21, 2024   |
| <b>PRESENTER INFORMATION:</b>   |
| Jon Rembold, Airports Director<br>5 minutes   |
| <b>ITEM BACKGROUND:</b>   |
| Resolution 2024/44 (FAA BIL Grant 19), Resolution 2024/46 (FAA AIP Grant 20), and recommended Resolution 2024/## (SCAC Grant 24-027) on this agenda, establish the federal and state grant funding for this project. An Invitation for Bid (IFB) produced two responsive bids. The bids were evaluated, and Quality Enterprises USA (QE) was selected based on their lowest, most qualified bid.<br><br>The Beaufort County Airports Board reviewed and approved the recommendation to award the contract to QE at its regular October 17, 2024, meeting.   |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| Beaufort County seeks to award a contract to Quality Enterprises USA (the contractor) to rehabilitate Beaufort Executive Airport Runway 07/25. Construction includes pavement overlay of the existing runway, new pavement markings, edge light adjustments, and sediment /erosion control. The contract shall all include construction services to complete the scope of work.<br>Pavement maintenance is one of the most important projects the County is responsible for and is required by the FAA and SCAC grant programs.<br>A draft contract will be submitted to legal after the contract award approval. |
| <b>FISCAL IMPACT:</b>   |
| The Total Project Cost including a 5% contingency: <b>\$3,066,406.70</b><br><br><u>Project Funding Sources include:</u><br>(90%) FAA BIL/AIP Grant      \$2,826,106.00<br>(5%) SCAC Grant24-027      \$157,006.00<br>(5%) Sponsor Share      \$157,006.00<br>Total Available Funding <b>\$3,140,118.00</b><br><br>GL Code 5102-90-0000-57130   Current Balance: <b>\$3,175,592.00</b>   |

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of contract award to Quality Enterprises USA for IFB # 070924 ARW Runway Rehabilitation Construction Project.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny contract award to Quality Enterprises USA for IFB # 070924 ARW Runway Rehabilitation Construction Project.

**Next Steps: County Council Meeting - October 28, 2024**

## PURCHASING DEPARTMENT

The following bids were received for the above referenced project:

*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.*

**Bid Administrator Signature**

---

Bid Recorder

# TALBERT, BRIGHT & ELLINGTON

*Engineering & Planning Consultants*

Item 19.

July 10, 2024

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

RE: Bid Tabulation  
Runway 7-25 Pavement Rehabilitation  
Beaufort Executive Airport  
Beaufort, South Carolina  
TBE Project No. 2119-2103

Dear Mr. Rembold,

Please find enclosed a copy of the Bid Tabulation for the above referenced project. A total of two (2) responsive bids were received for the above project on July 9, 2024. Quality Enterprises USA, Inc. submitted the lowest bid in the amount of Two Million, Nine Hundred Twenty Thousand, Three Hundred Eighty-Seven dollars and Forty cents (\$2,920,387.40). APAC-Atlantic, Inc. submitted the next lowest bid in the amount of Two Million, Nine Hundred Eighty-Six Thousand, Five Hundred Seventy dollars and Zero cents (\$2,986,570.00).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



J. Andrew Shook, P.E.

Enclosure

cc: Kyle Cody, FAA – AADO  
Gary Siegfried, SCAC  
Steve Parry, Deputy Airports Director  
All Bidders

BID TABULATION  
RUNWAY 07-25 PAVEMENT REHABILITATION  
BEAUFORT EXECUTIVE AIRPORT  
TBE PROJECT NO. 2119-2103  
July 9, 2024

|                       |          |   |        |      | Quality Enterprises USA, Inc.<br>Naples, FL |                | APAC-Atlantic, Inc.<br>Savannah, GA |                | ENGINEER'S ESTIMATE |                |  |
|-----------------------|----------|---|--------|------|---|----------------|-------------------------------------|----------------|---------------------|----------------|--|
| BASE BID              |          |   |        |      | LICENSE NO.: G97783                         |                | LICENSE NO.: G12050                 |                |                     |                |  |
| ITEM NO.              | SPEC NO. | DESCRIPTION   | QTY    | UNIT | UNIT PRICE                                  | EXT. TOTAL     | UNIT PRICE                          | EXT. TOTAL     | UNIT PRICE          | EXT. TOTAL     |  |
| 1                     | C-100    | CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)                 | 1      | LS   | \$39,155.30                                 | \$39,155.30    | \$378,000.00                        | \$378,000.00   | \$95,000.00         | \$95,000.00    |  |
| 2                     | C-102    | TEMPORARY CONSTRUCTION ENTRANCE                           | 1      | EA   | \$10,690.60                                 | \$10,690.60    | \$7,700.00                          | \$7,700.00     | \$8,000.00          | \$8,000.00     |  |
| 3                     | C-102    | INSTALLATION AND REMOVAL OF SILT FENCE                    | 3,500  | LF   | \$6.20                                      | \$21,700.00    | \$6.00                              | \$21,000.00    | \$5.00              | \$17,500.00    |  |
| 4                     | C-102    | SEDIMENT TUBES  | 25     | EA   | \$301.50                                    | \$7,537.50     | \$170.00                            | \$4,250.00     | \$600.00            | \$15,000.00    |  |
| 5                     | C-102    | RIP RAP APRONS  | 190    | SY   | \$162.80                                    | \$30,932.00    | \$208.00                            | \$39,520.00    | \$150.00            | \$28,500.00    |  |
| 6                     | C-105    | MOBILIZATION  | 1      | LS   | \$258,000.00                                | \$258,000.00   | \$280,000.00                        | \$280,000.00   | \$256,800.00        | \$256,800.00   |  |
| 7                     | HA       | HERBICIDE APPLICATION                                     | 1      | EA   | \$1,794.60                                  | \$1,794.60     | \$7,500.00                          | \$7,500.00     | \$12,000.00         | \$12,000.00    |  |
| 8                     | P-101    | CRACK REPAIR (1/4" TO 2")                                 | 800    | LF   | \$6.50                                      | \$5,200.00     | \$34.00                             | \$27,200.00    | \$25.00             | \$20,000.00    |  |
| 9                     | P-101    | CRACK REPAIR (GREATER THAN 2")                            | 100    | LF   | \$26.10                                     | \$2,610.00     | \$435.00                            | \$43,500.00    | \$10.00             | \$1,000.00     |  |
| 10                    | P-101    | VARIABLE DEPTH PAVEMENT MILLING                           | 1,700  | SY   | \$23.20                                     | \$39,440.00    | \$67.00                             | \$113,900.00   | \$18.00             | \$30,600.00    |  |
| 11                    | P-152    | SHOULDER BUILDUP  | 7,800  | LF   | \$9.60                                      | \$74,880.00    | \$3.00                              | \$23,400.00    | \$20.00             | \$156,000.00   |  |
| 12                    | P-152    | UNSUITABLE EXCAVATION                                     | 100    | CY   | \$115.10                                    | \$11,510.00    | \$170.00                            | \$17,000.00    | \$80.00             | \$8,000.00     |  |
| 13                    | P-401    | BITUMINOUS ASPHALT SURFACE COURSE                         | 4,200  | TN   | \$264.50                                    | \$1,110,900.00 | \$298.00                            | \$1,251,600.00 | \$250.00            | \$1,050,000.00 |  |
| 14                    | P-603    | EMULSIFIED ASPHALT TACK COAT                              | 3,500  | GAL  | \$9.40                                      | \$32,900.00    | \$5.80                              | \$20,300.00    | \$4.00              | \$14,000.00    |  |
| 15                    | P-620    | PAVEMENT MARKING (REFLECTORIZED WHITE)                    | 23,000 | SF   | \$3.90                                      | \$89,700.00    | \$1.70                              | \$39,100.00    | \$5.00              | \$115,000.00   |  |
| 16                    | P-620    | PAVEMENT MARKING (REFLECTORIZED YELLOW)                   | 1,400  | SF   | \$5.20                                      | \$7,280.00     | \$1.70                              | \$2,380.00     | \$5.00              | \$7,000.00     |  |
| 17                    | P-620    | TEMPORARY MARKING   | 24,400 | SF   | \$2.00                                      | \$48,800.00    | \$1.00                              | \$24,400.00    | \$4.00              | \$97,600.00    |  |
| 18                    | P-621    | GROOVING  | 22,000 | SY   | \$3.30                                      | \$72,600.00    | \$3.10                              | \$68,200.00    | \$6.00              | \$132,000.00   |  |
| 19                    | D-701    | 6" HDPE PERFORATED PIPE IN STONE TRENCH WITH CLEANOUTS    | 7,000  | LF   | \$109.70                                    | \$767,900.00   | \$49.50                             | \$346,500.00   | \$75.00             | \$525,000.00   |  |
| 20                    | D-701    | 12" HDPE PIPE   | 400    | EA   | \$89.40                                     | \$35,760.00    | \$131.00                            | \$52,400.00    | \$80.00             | \$32,000.00    |  |
| 21                    | D-701    | 12" HDPE TEE  | 8      | EA   | \$1,217.70                                  | \$9,741.60     | \$640.00                            | \$5,120.00     | \$800.00            | \$6,400.00     |  |
| 22                    | D-701    | 12" x 6" HDPE REDUCER                                     | 16     | EA   | \$1,088.60                                  | \$17,417.60    | \$640.00                            | \$10,240.00    | \$800.00            | \$12,800.00    |  |
| 23                    | D-705    | 6" PERFORATED UNDERDRAIN PIPE IN STONE TRENCH WITH FABRIC | 440    | LF   | \$110.30                                    | \$48,532.00    | \$59.00                             | \$25,960.00    | \$100.00            | \$44,000.00    |  |
| 24                    | D-752    | PRECAST CONCRETE HEADWALL                                 | 8      | EA   | \$2,703.40                                  | \$21,627.20    | \$4,000.00                          | \$32,000.00    | \$3,000.00          | \$24,000.00    |  |
| 25                    | D-752    | STORMWATER CHECK VALVE                                    | 8      | EA   | \$8,575.30                                  | \$68,602.40    | \$5,100.00                          | \$40,800.00    | \$6,000.00          | \$48,000.00    |  |
| 26                    | T-901    | SEEDING   | 6      | AC   | \$2,323.20                                  | \$13,939.20    | \$3,400.00                          | \$20,400.00    | \$2,400.00          | \$14,400.00    |  |
| 27                    | T-908    | MULCHING  | 6      | AC   | \$1,905.60                                  | \$11,433.60    | \$3,400.00                          | \$20,400.00    | \$1,400.00          | \$8,400.00     |  |
| 28                    | L-125    | ADJUST EXISTING RUNWAY/TAXIWAY BASE MOUNTED LIGHT         | 58     | EA   | \$1,031.10                                  | \$59,803.80    | \$1,100.00                          | \$63,800.00    | \$800.00            | \$46,400.00    |  |
| TOTAL BASE BID AMOUNT |          |   |        |      | \$2,920,387.40                              |                | \$2,986,570.00                      |                | \$2,825,400.00      |                |  |

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook

TALBERT BRIGHT & ELLINGTON, INC.

7/10/24

DATE



**RESOLUTION 2024/46****A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER**

**WHEREAS**, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

**WHEREAS**, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

**WHEREAS**, the project will include the overlay of the existing runway, new pavement markings, required edge light adjustments, sediment/erosion control; and

**WHEREAS**, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

**WHEREAS**, the total FAA grant is \$2,378,106; and

**WHEREAS**, the FAA will provide 90% of the total project cost, SCAC will fund SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26<sup>th</sup> day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

  
Joseph Passiment, Chairman

ATTEST \_\_\_\_\_

  
Sarah W. Brock, Clerk to Council

## RESOLUTION 2024/44

### A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

**WHEREAS**, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

**WHEREAS**, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

**WHEREAS**, the project will include the overlay of the existing runway, new pavement markings, required edge light adjustments, sediment/erosion control; and

**WHEREAS**, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

**WHEREAS**, the total FAA grant is \$448,000; and

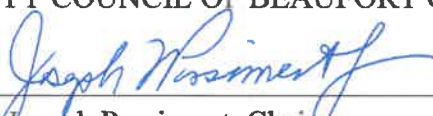
**WHEREAS**, the FAA grant will provide 90% of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will find 5% (\$24,889).

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

  
Joseph Passiment, Chairman

ATTEST: \_\_\_\_\_



Sarah W. Brock, Clerk to Council



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

|  |
|--|
| <b>ITEM TITLE:</b>   |
| Recommendation of the approval of an Intergovernmental Agreement with the City of Beaufort and the approval of a change order to Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing Project for the paving of city-owned roads in Battery Shore neighborhood (\$572,227.70)   |
| <b>MEETING NAME AND DATE:</b>  |
| Public Facilities and Safety Committee – October 21, 2024  |
| <b>PRESENTER INFORMATION:</b>  |
| Bryan Bauer, Director of Engineering (5 mins)  |
| <b>ITEM BACKGROUND:</b>  |
| On February 14, 2024, Beaufort County entered a contract with Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing Project for the amount of \$5,036,574.54 (\$4,197,145.45 contract value with a contingency of \$839,429.09).   |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| The City of Beaufort has American Rescue Plan Act (ARPA) funds that must be contracted by the end of the 2024. The City has requested to add 2.5 miles of paving in the Battery Shores neighborhood to the County resurfacing project through an Intergovernmental Agreement (IGA). The City will use their ARPA funds to pay for the added resurfacing. |
| <b>FISCAL IMPACT:</b>  |
| The change order request of \$497,589.30 plus a contingency request of \$74,638.40 bringing the total increase to \$572,227.70. The funding for this is the City of Beaufort ARPA funds that will be administered through an IGA with City of Beaufort. There is no Beaufort County funding required for the change order.                               |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| Staff recommends the approval of the IGA and change order to Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing project for the paving of city-owned roads in Battery Shore neighborhood of \$572,227.70.   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| Motion to approve/deny the IGA with City of Beaufort approval of a change order to Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing project for the paving of city-owned roads in Battery Shore neighborhood of \$572,227.70.<br><br><i>Move forward to County Council to approve/deny motion on 10/28/24.</i>                            |



Blythe Construction, Inc.

## QUOTATION

| 9/25/2024<br>Battery Shores Change Order |   |           |      |             |                     |
|--|---|-----------|------|-------------|---------------------|
| ITEM NO.                                 | DESCRIPTION   | QUANTITY  | UNIT | BID AMOUNT  | TOTAL               |
| 1  | Mobilization  | 1.00      | LS   | \$11,675.00 | \$11,675.00         |
| 2  | Traffic Control   | 1.00      | LS   | \$22,350.00 | \$22,350.00         |
| <b><u>Paving Operations</u></b>          |   |           |      |             |                     |
| 3  | 2" Surface Patching<br><i>(unit price includes all cost for removal and replacement of damaged asphalt identified during site visit.)</i> | 2,680.00  | SY   | \$17.50     | \$46,900.00         |
| 4  | Leveling Course   | 310.00    | SY   | \$8.50      | \$2,635.00          |
| 5  | 1 1/2" Surface Course Type C<br><i>(unit price includes tack coat.)</i>   | 30,698.00 | SY   | \$12.85     | \$394,469.30        |
| 6  | Edge Milling  | 12,225.00 | LF   | \$1.60      | \$19,560.00         |
| <b>TOTAL</b>                             |   |           |      |             | <b>\$497,589.30</b> |

- Due to volatility in the petroleum market we must index our pricing for this project. Prices for this quote are based on the September 1, 2024 SCDOT Asphalt Liquid Binder Index. The index price for this project is \$596.58 per liquid ton of Asphalt Binder.
- Additional mobilizations for paving or milling crews beyond **(2)** will be an additional \$5,500.00 per mob.
- The pricing above is dependent on the asphalt mixes used on this project are to be SCDOT specified mixes using a PG64-22 asphalt cement binder, as well as testing procedures for both mixes, including but not limited to, compaction testing requirements at the lab and on-site.

Exclusions- We specifically exclude, staking, layout, engineering, borrow material, line striping, geotextiles, herbicide treatment, utility adjustments, undercut excavation, handicap ramps, permits and fees, subgrade preparation, performance and payment bonds, and any other items not mentioned above.

Blythe reserves the right to revisit pricing if not signed by:

October 25, 2024

\*\* Actual in place quantities will be used for billing purposes. If quantities change by more than 10 percent Blythe reserves the right to adjust unit pricing.\*\*

**\*\*Blythe CANNOT GUARANTEE DRAINAGE ON AREAS LESS THAN 1% GRADE\*\***

### GENERAL TERMS AND CONDITIONS

Terms: on approved credit, the net amount of each invoice shall be due and payable on or before the 10th of each of the following month. A service charge of 1 1/2% a month will be accessed on past due accounts. This is an 18% annual interest rate.

If the final lift of asphalt will not be placed w/in 60 days after the first lift of asphalt has been placed, the retainage will not be held for work invoiced to that point.

No conditions, verbal or otherwise, that are not incorporated above will be recognized.

Contingencies: We will not be responsible for the failure to complete work covered by this proposal when prevented by strikes, labor troubles, raw material supply/availability, accidents or necessary repairs to machinery, fire, flood, adverse weather conditions, or by reason of other contingencies beyond our control.

All work is to be completed in a neat, and workmanlike manner and only materials meeting South Carolina Highway specifications for the type construction will be used. Blythe provides a one year warranty against defects in workmanship or materials from date of substantial completion.

All workman's compensation and public liability insurance as required by the State of South Carolina is carried and paid for by Blythe.

All engineering, surveying, soil testing, and permits are to be furnished to Blythe by the owners or others.

If any portion of the contact price is collected by or through an attorney at law after maturity, the purchaser agrees to pay reasonable attorneys fees equal to 15% of the outstanding balance.

Actual quantities built that are 25% less or more than estimated maybe cause for unit price adjustments based increased/decreased cost as it relates to the volume of work, per SCDOT formula.

Blythe is to be given as much notice as possible to schedule work, but a minimum of a two weeks notice is required to proceed.

Blythe is not responsible for the omission or errors in the plans or specifications that may cause increases in time, or additional costs, to complete the work.

Proposal accepted as a contract:

Approved as Contract:

Beaufort County, SC

Blythe Construction, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND CITY OF BEAUFORT FOR ROADWAY RESURFACING

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between Beaufort County and City of Beaufort is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024.

WHEREAS, Battery Shores, a neighborhood in City of Beaufort jurisdictional boundaries, has been identified as containing roadways in need of improvement; and

WHEREAS, approximately two and one-half miles of paved roadways exist in the neighborhood.

WHEREAS, the estimated construction cost of the resurfacing project is \$497,589.30 (hereinafter “Project”), and

WHEREAS, Beaufort County has previously contracted for roadway resurfacing services, and

WHEREAS, City of Beaufort is committed to funding \$497,589.30 construction costs, and

WHEREAS, in the event of any project overruns to the project including but not limited to construction, construction administration, right-of-way acquisition, utility relocation, will be funded by City of Beaufort, and

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the City and the County hereby agree as follows:

1. Construction will be funded by each party as follows:

|                                 |        |
|---------------------------------|--------|
| \$497,589.30 – City of Beaufort | (100%) |
| <u>\$0 - Beaufort</u> County    | (0%)   |
| \$497,589.30                    |        |

2. Beaufort County shall assume responsibility for the planning, award, administration, and management of all contracts concerning, relating and pertaining to the Project.
3. In the interest of continuity, timely response to issues which arise and fiscal control over the Project, Beaufort County will be responsible for day to day oversight of the Project.
4. City of Beaufort has agreed to the scope of the planned resurfacing.
5. Beaufort County shall deduct ten (10%) percent from the construction contractor payment as retainage. Retainage may, in Beaufort County’s sole discretion, be reduced to five (5%) percent upon fifty (50%) percent completion of the Project. All retainage will be paid upon satisfactory completion of the Project as required by the Contract Documents.
6. Any notice under this Agreement shall be delivered in writing to the following:



To the County of Beaufort:      Mr. Michael Moore  
    County Administrator  
    P. O. Drawer 1228  
    Beaufort, SC 29901-1228

To the City of Beaufort:      Mr. Scott Marshall  
    City Manager  
    1911 Boundary St  
    Beaufort, SC 29902

7. All parties agree that procurement of goods or services in the furtherance of the Project shall be pursuant to Beaufort County procurement policies, ordinances and/or guidelines as well as any relevant state or federal procurement requirements which may be applicable if state and/or federal grant funding is received. The parties expressly agree to be bound by the County's interpretation of the same.
8. This Agreement constitutes the full and complete agreement between the parties relative to the Project. Neither party relies upon, or has the right to rely upon, any representation regarding the terms of this Agreement regardless of whether such representations are oral or written, consistent or inconsistent with the terms set forth herein. This Agreement supersedes and replaces all previous Agreements discussion between the parties relating to the Project. To the extent any term or condition of this Agreement contradicts a term or condition in a previous Agreement or discussion, the terms and conditions set forth herein shall prevail.
9. This Agreement cannot be amended except in writing and with the mutual consent of the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

Michael Moore, Beaufort County  
 County Administrator

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Scott Marshall, City of Beaufort City  
 Manager

\_\_\_\_\_

