



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, April 22, 2024
3:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - March 25, 2024
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

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

- [7.](#) ASSISTANT COUNTY ADMINISTRATOR REPORT- Jared Fralix

AGENDA ITEMS

- [8.](#) PRESENTATION ON THE UPDATED STATUS OF THE BROAD RIVER FISHING PIER - *Bryan Bauer, Transportation Construction Manager*
- [9.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH SC 802 SAMS POINT ROAD RIGHT TURN LANE (**FISCAL IMPACT: these properties have already been purchased through the 2018 Sales Tax Program per an IGA with**

SCDOT. There is no financial consideration for the transfer of ownership from Beaufort County to SCDOT)

-Jared Fralix, ACA- Infrastructure

10. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000 (**FISCAL IMPACT: purchase price of \$22,390.56 plus seller and purchaser closing costs. Account balance \$54,455.64, Account # 5402-90-0000-571320; costs to be reimbursed by grant funds (23-025) awarded by the South Carolina Aeronautics Commission**) - Jon Rembold, Airports Director
11. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND M&L MOBILE DETAILING (**FISCAL IMPACT: Beaufort County Executive Airport will receive \$75.00 for each detailing transaction. Beaufort County will not incur any costs or expenses associated with this agreement**) - Jon Rembold, Airports Director
12. RECOMMEND APPROVAL TO COUNCIL TO AWARD A CONTRACT TO TALBERT, BRIGHT, & ELLINGTON FOR PROFESSIONAL AIRPORT PLANNING SERVICES (**FISCAL IMPACT: Projects executed under this agreement will be planned using the FAA's Capital Improvement Project (CIP) process and will be primarily grant-funded. GL#: 5402-90-0000-57130 available balance is \$53,455**) - Jon Rembold, Airports Director
13. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION FOR PORTIONS OF PARCELS R120 003 000 0609 0000 & R120 003 000 0682 0000 ASSOCIATED WITH RIGHT OF WAY ACQUISITION FOR A PATHWAY LOCATED ON DEPOT ROAD AS PART OF THE 2018 ONE CENT REFERENDUM (**FISCAL IMPACT: R120 003 000 0609 0000 is \$32,795.00; R120 003 000 0682 0000 is \$23,860.00. Funded by 2018 One Cent Referendum account# 4705-80-0000-PTHWY**) - Jared Fralix, ACA - Infrastructure
14. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT THE USDA COMPOSTING AND FOOD WASTE REDUCTION PROGRAM GRANT IN THE AMOUNT OF \$273,600 FOR A COUNTY PILOT COMPOST PROGRAM (**FISCAL IMPACT: The grant is a 75/25 match. 75% from USDA and 25% from local match. The county's match is \$68,400 will be from solid waste funds 2555-10-0000-43780. It is anticipated that \$50,000 of the local match will be expended in FY25 and remaining in FY26. Funds for the first \$50,000 in expenses have been budgeted for FY25**) - Jared Fralix, ACA Infrastructure
15. RECOMMEND APPROVAL TO COUNCIL TO AWARD A CONTRACT TO J.H. HIERS CONSTRUCTION FOR RFP #032124 DIRT ROAD PAVING CONTRACT #55 IN THE AMOUNT OF \$2,966,517.00 (**FISCAL IMPACT: The contract fee is for design, materials, and construction of the base scope roads in the amount of \$2,541,846.00. The design alternative, Fredericka Ln, is included for the amount of \$37,734.00. Staff recommends a 15% contingency of \$386,397.00, bringing the projects total cost to \$2,966,517.00. The funding for this project will be TAG Road Improvements account #2342-30-0000-54500 with a current balance of \$3,601,556.76**) - Jared Fralix, ACA- Infrastructure
16. RECOMMEND APPROVAL TO COUNCIL FOR A REQUEST TO PURCHASE A TEK84 BODY SCANNER FOR THE DETENTION CENTER (**FISCAL IMPACT: total funds requested are the bid amount \$207,000 plus a contingency of \$20,700 for a total cost of \$227,700. Funding is coming from the Detention Center fund, 1040-80-1250-54300. Current account balance is \$750,500.00**) - John Robinson, Interim County Administrator

EXECUTIVE SESSION

17. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) TO ENGAGE IN DISCUSSION AND NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS (EXECUTIVE SEARCH)

END OF EXECUTIVE SESSION

- 18. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 19. ADJOURNMENT

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



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, March 25, 2024
3:00 PM

MINUTES

A recording of this meeting is available on the county's website. You can listen to the council's discussion on a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/300683>

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER

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

PRESENT

Committee Chair Logan Cunningham
Committee Vice-Chair David Bartholomew
Chairman Joseph Passiment
Council Member Thomas Reitz
Council Member Paula Brown
Council Member Anna Maria Tabernik
Council Member Alice Howard
Council Member York Glover

ABSENT

Vice-Chairman Lawrence McElynn
Council Member Mark Lawson
Council Member Gerald Dawson

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance.

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

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

4. APPROVAL OF AGENDA

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

The Vote: motion was approved with no objections.

5. APPROVAL OF MINUTES- February 26, 2024

Motion: It was moved by Council Member Tabernik, seconded by Council Member Howard to the approve the minutes from February 26, 2024.

The Vote: motion was approved without objection.

6. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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

There were no citizen comments.

7. ASSISTANT COUNTY ADMINISTRATOR REPORT - Detention Center Update by Col. Quandara Grant, Beaufort County Detention Center Director

Colonel Grant, Director of the Beaufort County Detention Center, gave Council an update on the operations of the Detention Center.

Presentation is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=125>

AGENDA ITEMS

8. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES - Brian Hulbert, Deputy County Attorney

Staff have become aware of the need to clarify language in our Stormwater Ordinance to clarify what properties in Beaufort County are subject to Stormwater Fees. There is a requirement to define the language addressing penalties for late payment and when they are imposed. The maximum penalty that may be imposed for a violation is also being amended to keep it within the jurisdictional maximum allowed under state law for a local ordinance that is prosecuted in magistrate court. It is recommended that the

Stormwater Ordinance be amended to clarify the penalty language and to amend the maximum penalty that may be imposed for a violation adjudicated in the magistrate's court.

Motion: It is moved by Council Chairman Passiment, Seconded by Committee Chair Bartholomew, to Recommend Approval to Council for First Reading of an Ordinance Amending Chapter 99 Stormwater Management, Article II Stormwater Management Utility Sections 110, Stormwater Service Fee Billing, Delinquencies and Collections; and 113, Enforcement and Penalties of the Beaufort County Code of Ordinances.

The Vote: motion was approved without objection.

Presentation and discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=586>

9. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AMENDING ORDINANCE 2023/32 AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE - Brian Hulbert, Deputy County Attorney

In September 2023, the Council adopted Ordinance 2023/32 to amend the road use fee ordinance and to set the current motorized vehicle road use fee at \$20.00. The staff has become aware of a need to clarify language in the road use fee ordinance to clarify which motor vehicles in Beaufort County are subject to the road use fees. This amendment will clarify that only motor vehicles required to be licensed and carried on the tax records in Beaufort County will be subject to the road use fee in Beaufort County. The recommendation is to amend the road use fee ordinance to clarify language in the road use fee ordinance to clarify which motorized vehicles in Beaufort County are subject to road use fees.

Motion: It was moved by Council Chairman Passiment, seconded by Committee Vice Chair Bartholomew, to Recommend Approval to Council for a First Reading of an Ordinance 2023/32, an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

The Vote: motion was approved without objection.

Presentation and discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=874>

10. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES - Brian Hulbert, Deputy County Attorney

In 1993, the Beaufort County Council adopted an ordinance to establish a road use fee in Section 2-437 of the Beaufort County Code of Ordinances. The road use fee ordinance was amended in 2012, 2015, 2018, 2020, and 2023. In 2023 Council amended the ordinance to increase the road use fee to \$20.00. Currently, Section 2-437 requires the fee to be evaluated annually and to be established in the annual County Operations Budget. This amendment would remove this annual requirement. Additionally, Section 2-437 requires the road use fee collected to be deposited in the County's general fund. Ordinance 2023/32 clarified the requirement to collect the road use fee into a special road maintenance account and be specifically used to maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements. This amendment will match the language of 2-437 with Ordinance 2023/32 and the 1993 Ordinance language. Recommend to amend Section 2-437 road use fee ordinance to bring it into compliance with Ordinance 2023/32 and Ordinance 1993/20.

Motion: It was moved by Council Chairman Passiment, seconded by Council Member Howard to Recommend Approval for a First Reading of an Ordinance to Amend Chapter 2 Administration, Article VII Finance, Division 2 Fees and Service Charges Generally, Section 2-437 Road Use Fee of the Beaufort County Code of Ordinances.

The Vote: motion was approved without objection.

Presentation and discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=995>

11. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC - *Jared Fralix, Assistant County Administrator & Neil Desai, Public Works Director*

On December 15, 2014, Beaufort County entered into a Development Agreement with Cherokee Beaufort, LLC, and Burton Development LLC via County Council Ordinance 2014/2. Under Section IX, subsection C(ii) of the Agreement, which states, "All such improvements (the "Cherokee Farms Road Improvements") shall adhere to applicable road and right of way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County. Beaufort County staff have been working with the developers associated with designs outlined in the Development Agreement. Part of the agreement outlines conditions for the conveyance of Cherokee Farms Right of Way to be donated to the County. Beaufort County desires to fulfill the conditions of the Development Agreement by accepting Cherokee Farms Right of Way identified in EXH01, EXH02, and EXH03 on Cherokee Farms Road Right of Way Plans.

Motion: It was moved by Council Member Howards, seconded by Committee Vice-Chair Bartholomew, to Recommend Approval to Council for a First Reading of an Ordinance Authorizing the Interim County Administrator to Execute Any and All Necessary Documents for the Acceptance of Properties Pursuant to a Development Agreement Between Beaufort County and Cherokee Beaufort, LLC.

The Vote: motion approved without objection.

Presentation and discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=1097>

12. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AND AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND HILTON HEAD ISLAND FOR WILLIAM HILTON PARKWAY SAFETY AND PEDESTRIAN IMPROVEMENTS (*FISCAL IMPACT: not to exceed amount of \$600,000 to be funded from the Hilton Head Island/Daufuskie Island Road Impact Fees account 2300-30-0000-54500-12300 with a remaining balance of \$800,000. The Town shall submit paid invoicing documentation to the County for reimbursement*) - *Jared Fralix, Assistant County Administrator*

Beaufort County and the Town of Hilton Head Island seek to establish an agreement whereby the County offers aid and assistance to the Town for safety improvements and pedestrian accommodations along sections of William Hilton Parkway (US 278) in 2024. The two safety projects are located on William Hilton Parkway:

- a) William Hilton Parkway - Northridge Area Segment 3 Safety Improvements.

- This project will update the crosswalk pavement markings and replace existing pedestrian signs with a push-button rectangular rapid flash beacon (RRFP), in pavement crosswalk lighting and roadway lighting.
- b) William Hilton Parkway and Palmetto Bay Road Intersection Improvements, Signage, and Pavement Marking.
 - This project will update pavement marking, street signs, and make minor safety improvements to intersections.

Motion: It was moved by Council Chairman Passiment, Seconded by Council Member Tabernik, to Recommend Approval to Council of a Resolution and an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements.

The Vote: motion approved without objection.

Presentation and discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=1171>

- 13. RECOMMEND APPROVAL TO COUNCIL FOR A REQUEST TO PURCHASE 48 RECYCLING ROLL-OFF CONTAINERS (\$408,530). (FISCAL IMPACT: Per the original ARPA ordinance (2022/06), \$2,000,000 of ARPA funds were allocated to Solid Waste & Recycling. Those funds have already been transferred to the Solid Waste Enterprise Fund and the funds have been divided into separate line items within the Solid Waste account. The quote for the purchase of these containers is for \$408,530. The remaining Solid Waste & Recycling ARPA funds will be \$1,591,470. The funding for this item is from account the Solid Waste & Recycling non-capital equipment account: 5010-90-1340-52600 with an available balance of \$408,747.01) - Jared Fralix, Assistant County Administrator & Neil Desai, Public Works Director**

The current vendor, Waste Management, owns and leases the recycling roll-off containers to the county. In the fall of 2023, an RFP for recycling services was issued. I2 Recycle was awarded the contract. The contract award from I2 Recycle included a fee to lease the containers from I2 as the new vendor. Upon additional review, it was determined by Solid Waste & Recycling staff that it would be advantageous to purchase the containers versus rent them. Similar to our initial plans, it is intended for I2 to source the containers through their contract. Pending approval, we will amend the I2 contract to remove the multi-year cost of leasing the containers with an on-time cost of purchasing containers.

Solid Waste & Recycling needs to purchase 48 roll-off containers, with recycle hip roof with sliding doors, for use by its new contractor, i2 Recycle. To place Beaufort County logos and the Rerun image on the units it is necessary to purchase the roll-off containers. In addition to the quote provided by I2 Recycle. Two additional quotes (one being from the state contract vendor) and have found the quote from I2 as comparable.

Motion: It is moved by Council Member Tabernik, Seconded by Council Member Brown, to Recommend Approval to Council for a request to Purchase 48 Recycling Roll-Off Containers.

The Vote: motion was approved without objection.

Presentation and discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=1424>

- 14. RECOMMEND APPROVAL OF REQUEST TO PURCHASE QTY-13 WASTE COMPACTOR UNITS FOR BEAUFORT COUNTY CONVENIENCE CENTERS (FISCAL IMPACT: \$624,021.42) - Jared Fralix, Assistant County Administrator & Neil Desai, Public Works Director**

Compactor units at the Convenience Centers have surpassed their recommended service life of 10 years. They experience mechanical issues, and services at the Convenience Centers are negatively affected by this. The selected vendor is under a state contract. Quote prices were compared with those of other vendors with similar units. The state contract is preferable as it provides all services needed: installing metal guards, removing existing units, and installing new units. Based on the individual needs of each center the following units are being proposed for purchase: Bluffton-RJ-0450HD (5), RJ-450 (4) total: \$460,875.32, St. Helena- RJ-450 (3) total: \$122,193.47, and Hilton Head- RJ-450 (1) total: 440,952.63. The total cost of the 13 units and additional parts is \$642,021.42.

Solid Waste & Recycling would like to replace compactor units that are in disrepair. Staff requests to move forward with the purchase of the compactor units under the state contract with Becker Complete Compactor Inc. The estimated cost for the purchase has been budgeted for FY24. A quote has been provided for the units at each center.

Motion: It was moved by Council Member Howard, Seconded by Council Member Brown to Recommend Approval of Request to Purchase qty-13 Waste Compactor Units for Beaufort County Convenience Centers.

The Vote: motion approved without objection.

Presentation and Discussion is available on the County's website:

<https://beaufortcountysc.new.swagit.com/videos/300683?ts=1537>

EXECUTIVE SESSION

15. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO ENGAGE IN DISCUSSIONS AND NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS (EXECUTIVE SEARCH)

Motion: It was moved by Council Chairman Passiment, Seconded by Council Member Brown, to move into Executive Session.

The Vote: motion was approved without an objection.

Executive Session: 3:27 PM - 3:49 PM

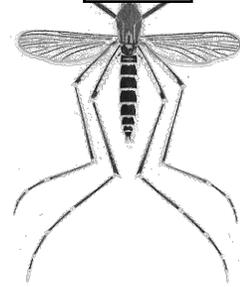
16. MATTERS ARISING OUT OF EXECUTIVE SESSION

No matters arising out of Executive Session.

17. ADJOURNMENT

Meeting adjourned at 3:49 PM.

Ratified:



Beaufort County Mosquito Control

Robert Cartner, Director

Public Facilities and Safety Committee

April 22, 2024

Overview

Item 7.

- **Aerial Operations**
- **Precautions**
- **Surveillance**
- **Other Pests**
- **Training & Outreach**
- **ArcGIS Integration**



Aerial Operations

MD 500D

Adult and Larval
Mosquito Control



OV-10D Bronco

Adult Mosquito Control

Aerial Operations - Larviciding

Item 7.

Controlling the aquatic stage (larvae) of mosquitoes

- Why** To control mosquito larvae before they become flying adults
- How** 100-150ft, 65-95 mph, 2 broadcast spreaders
- When** Daylight; after rainfall or spring tides; 1-5 days after eggs hatch
- What** Granules with natural bacteria (*Bti*, *Bs*, *spinosad*) and/or insect growth regulator (*methoprene*)
- Where** Large or remote areas



Why we need aerial larviciding

Item 7.



Why we need aerial larviciding

Item 7.



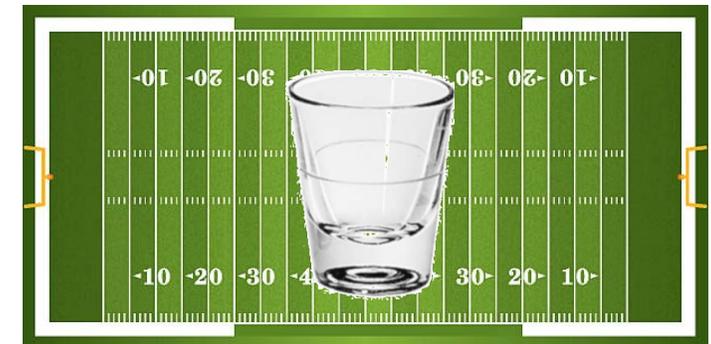


Aerial Operations - Adulticiding



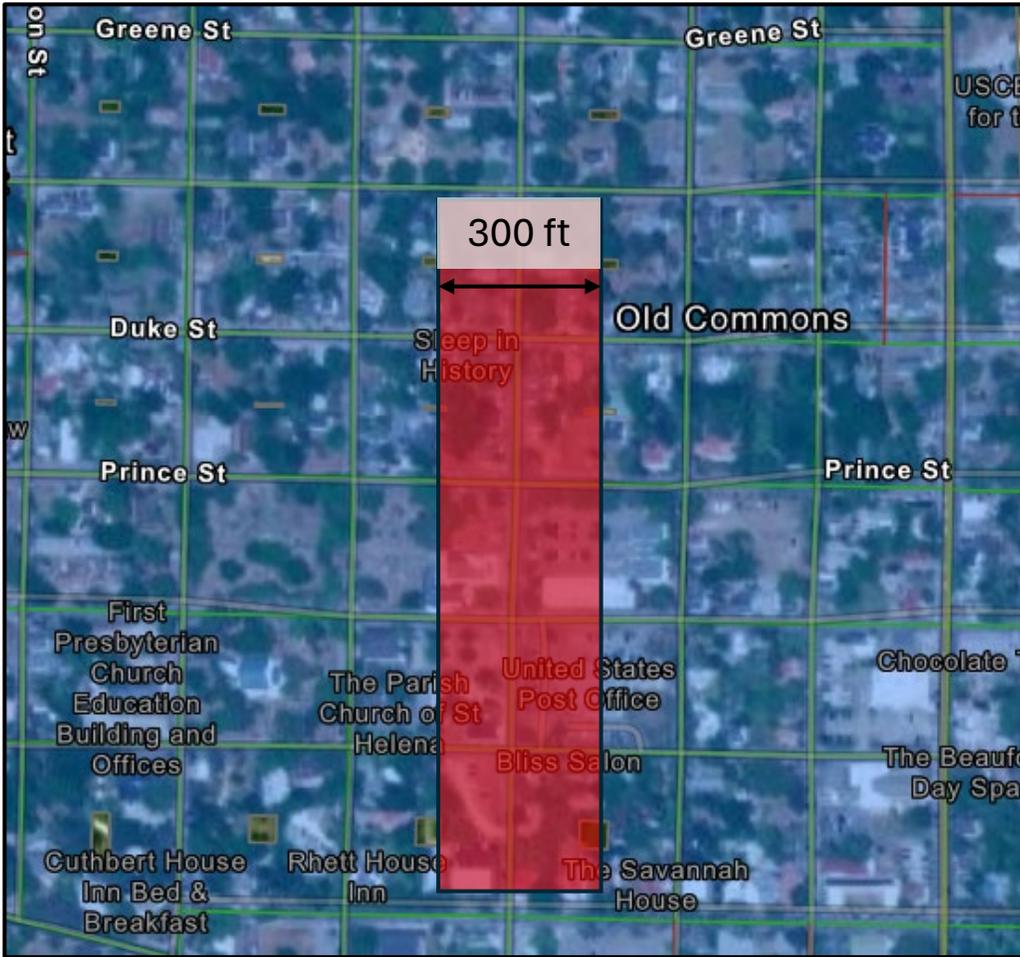
Controlling the adult stage of mosquitoes

- Why** Prevent/reduce disease; reduce pest mosquito populations
- How** 200ft, 95mph / 180mph, Ultra Low Volume (ULV) nozzles
- When** Dusk (peak mosquito activity; reduced non-target activity)
- What** Synthetic pyrethroids or organophosphates; prevents resistance
- How Much** 0.6-0.8 oz/acre, 30 μ m droplets (~1/3 size of human hair)
- Where** Dictated by surveillance



Why we need aerial aduulticiding

Item 7.





Item 7.



Precautions



Larviciding

ENVIRONMENTAL HAZARDS:

Do not contaminate water when disposing of equipment washwaters or rinsate. Do not apply to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

DIRECTIONS FOR USE

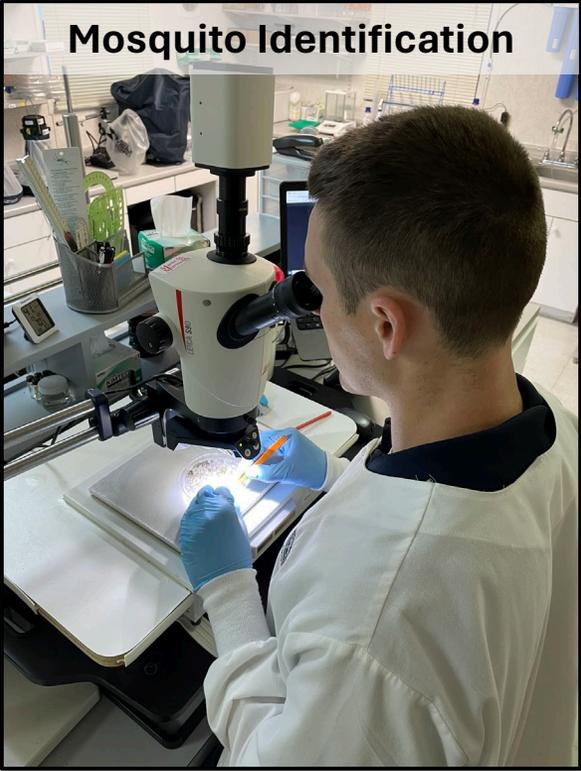
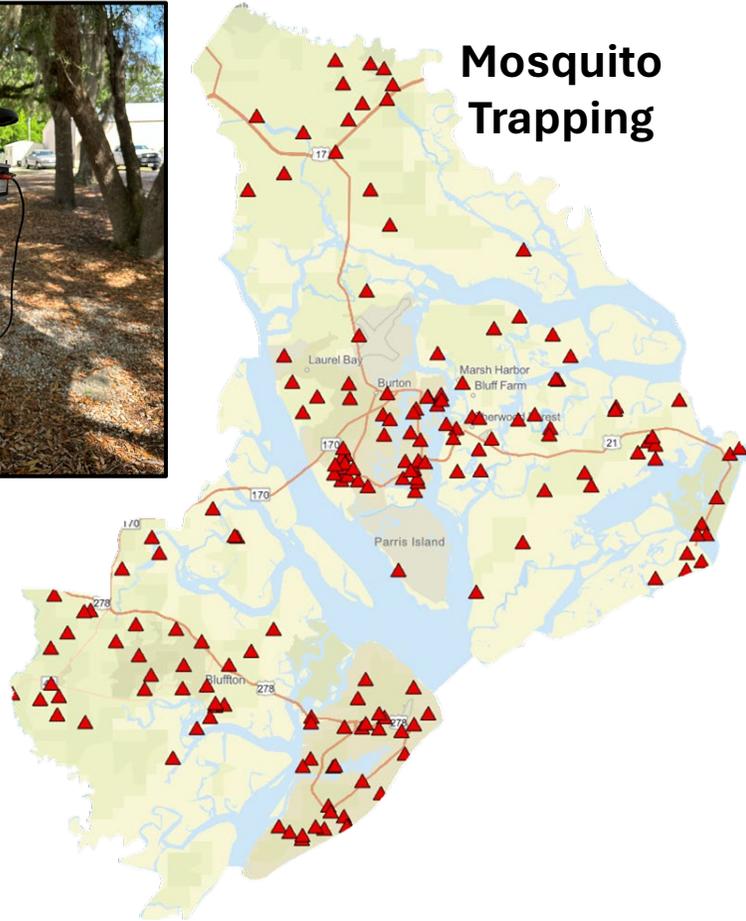
It is a violation of Federal law to apply this product in a manner inconsistent with its labeling.

Adulticiding

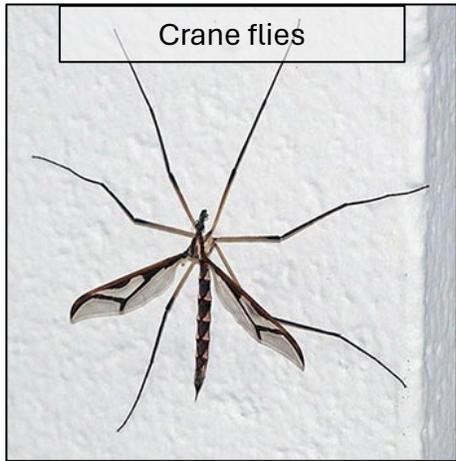
- Dusk to Evening
- Beekeeper locations
- Automated notification list
- No residual impact from products



Surveillance



Pests we don't control



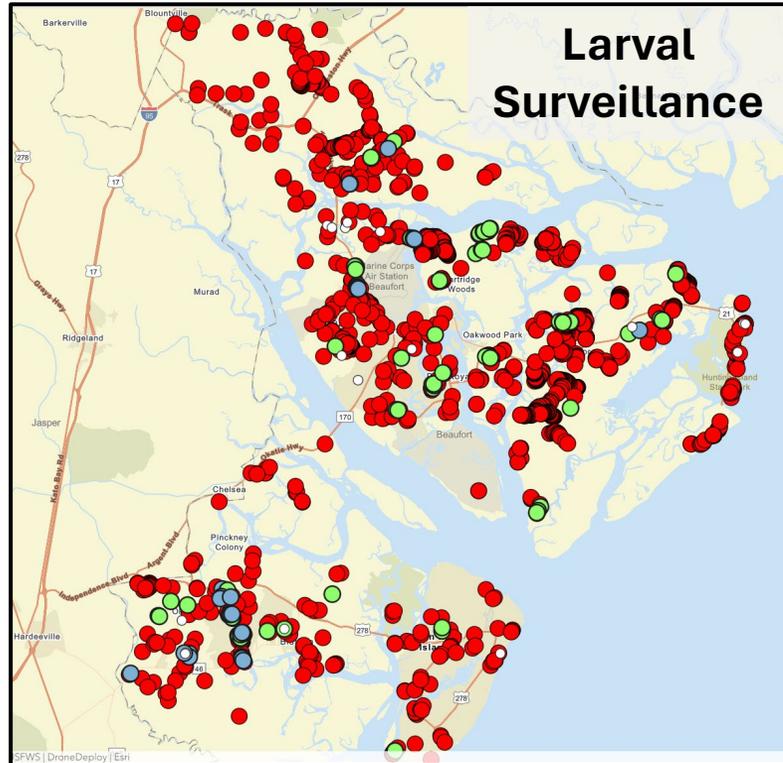
Training & Outreach



Training & Outreach



ArcGIS Integration



Mosquito Service Request Overview

Search by Address | Search by Requester Name | Search by Assigned To | Search by Phone Number | Search by Service Request ID

Incoming Requests

0

Assigned

6

In Progress

1

Service Requests

Completed

79

Under Review

3

Declined

0

Status	Date Request Sub.	Staff Assigned to d.	Address	Requester Name	Requester Phone	Requester E-Mail	Service Request ID	Landing Rate Co.	Staff Completing %	Date Request Comp.
Assigned	April 22, 2024	Charles Edwards	10 Myrtle Island Ln.	Beth Colwell	(843) 384-3913		0000020			
Assigned	April 22, 2024	Charles Edwards	143 Graves Rd. Ok.	Judy Graves	(843) 368-5200		0000051			
Assigned	April 19, 2024	Steven Lantier	135 Harbor Dr. Har.	Kim Lowmyer	(401) 378-8642		0000049			
Under Review	April 18, 2024	Steven Lantier	17204 Seaboard	Diana Cox	(707) 876-7773	diana@beyond.com	0000047	16		

Trap Inspection and Pools

1 of 9

Brays Is. / Count Instance: 217

Trap Type: Trap Net

Date Trap Inspected: 11/09/2023

Date Sample Collected: 11/09/2023

Notes: 1753

Trap Malfunction?: No

Editor:

Test Agent: NAME E Multiple

Test Type: Real Time RT-PCR

Test Status: Pending

Pool Size: 5

Date Created: 11/22/2023, 12:00 AM

Date Results Entered: 11/22/2023, 12:00 AM

Trap Number:

Species:

Mosquito Traps

Trap Inspections & Species List

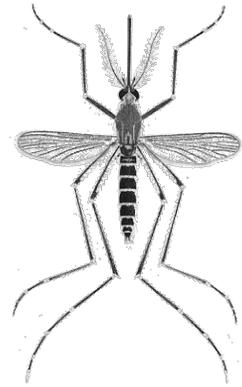
- ▲ Azalea Square / Instance ID: 134
- ▲ Azalea 1
- ▲ Caller: 1
- ▲ CPC: 8
- ▲ Azalea Square / Instance ID: 140
- ▲ Azalea 2
- ▲ CPC: 1
- ▲ Caller: 1
- ▲ Azalea Square / Instance ID: 207
- ▲ Azalea 1
- ▲ Azalea 12
- ▲ Azalea Square / Instance ID: 214
- ▲ Azalea 1
- ▲ Azalea 1
- ▲ Azalea 1
- ▲ Azalea Square / Instance ID: 220
- ▲ Azalea Square / Instance ID: 289
- ▲ Azalea Square / Instance ID: 370
- ▲ Azalea Square / Instance ID: 374
- ▲ Azalea Square / Instance ID: 398
- ▲ Azalea Square / Instance ID: 465
- ▲ Azalea Square / Instance ID: 479
- ▲ Azalea Square / Instance ID: 500
- ▲ Bull Park Rd / Instance ID: 25
- ▲ Azalea 2
- ▲ Azalea 1
- ▲ Azalea 4
- ▲ Azalea 5
- ▲ Azalea 5a
- ▲ Azalea 7
- ▲ Azalea 8
- ▲ Azalea 9
- ▲ Azalea 9
- ▲ Azalea 8
- ▲ Azalea 8

Trap Status: Pending

Trap Species: Trap Sites/Pool Size



Thank You for your time





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Update presentation on Broad River Fishing Pier
MEETING NAME AND DATE:
Public Facilities and Safety Committee – April 22, 2024
PRESENTER INFORMATION:
Bryan Bauer, Transportation Construction Manager (15 mins) Bill Barna, McSweeney Engineers
ITEM BACKGROUND:
Dating back to 2015, McSweeney Engineers has been conducting annual inspections and providing repair recommendations for the Broad River Fishing Pier. In 2018, repairs to the pier were performed by O’Quinn Marine Construction based on McSweeney’s recommendations. In 2021, a design team, including McSweeney and O’Quinn, was selected by the County for design and engineering of a fishing pier replacement. Phase 1 has been completed and included survey, preliminary geotechnical investigation, preliminary site design, concept selection, and preliminary structural design. Phase 2, still to be funded and completed, includes final design, permitting, demolition plans, cost estimating and construction documents.
PROJECT / ITEM NARRATIVE:
Presentation to update status of Broad River Fishing Pier design and replacement.
FISCAL IMPACT:
For Information only.
STAFF RECOMMENDATIONS TO COUNCIL:
For information only
OPTIONS FOR COUNCIL MOTION:
For information only.

BROAD RIVER FISHING PIER 2024

Item 8.



McSweeney
McSweeney Engineers

BROAD RIVER FISHING PIER

BACKGROUND

- Originally SCDOT Bridge
- Constructed 1957
- 1,820 ft long
- Ownership transferred to Beaufort County
- Converted into a fishing pier



McSweeney

McSweeney Engineers

BROAD RIVER FISHING PIER

2014

- Beaufort County Design Build RFP

2015 to 2017

- Comprehensive inspection
- Post-event inspection
- Material testing
- Load rating analysis
- Preliminary repair concepts and plans

2018 - Preserve Existing Structural Capacity

- Repairs to Beams (Above Water)
- Repairs to Bents 8 and 9 (Underwater)
- Stop Gap

2019 to Current

- Continued annual safety inspections
- Design and Permitting Phase 1 Complete



McSweeney

McSweeney Engineers

BROAD RIVER FISHING PIER

2023 Inspection Findings

- Advance beam section loss
- Extensive concrete spalling w/exposed steel
- Compromised prestressing steel
- 2018 repairs are failing
- Recommend proceeding with Broad River Fishing Pier Phase 2 Design and Permitting



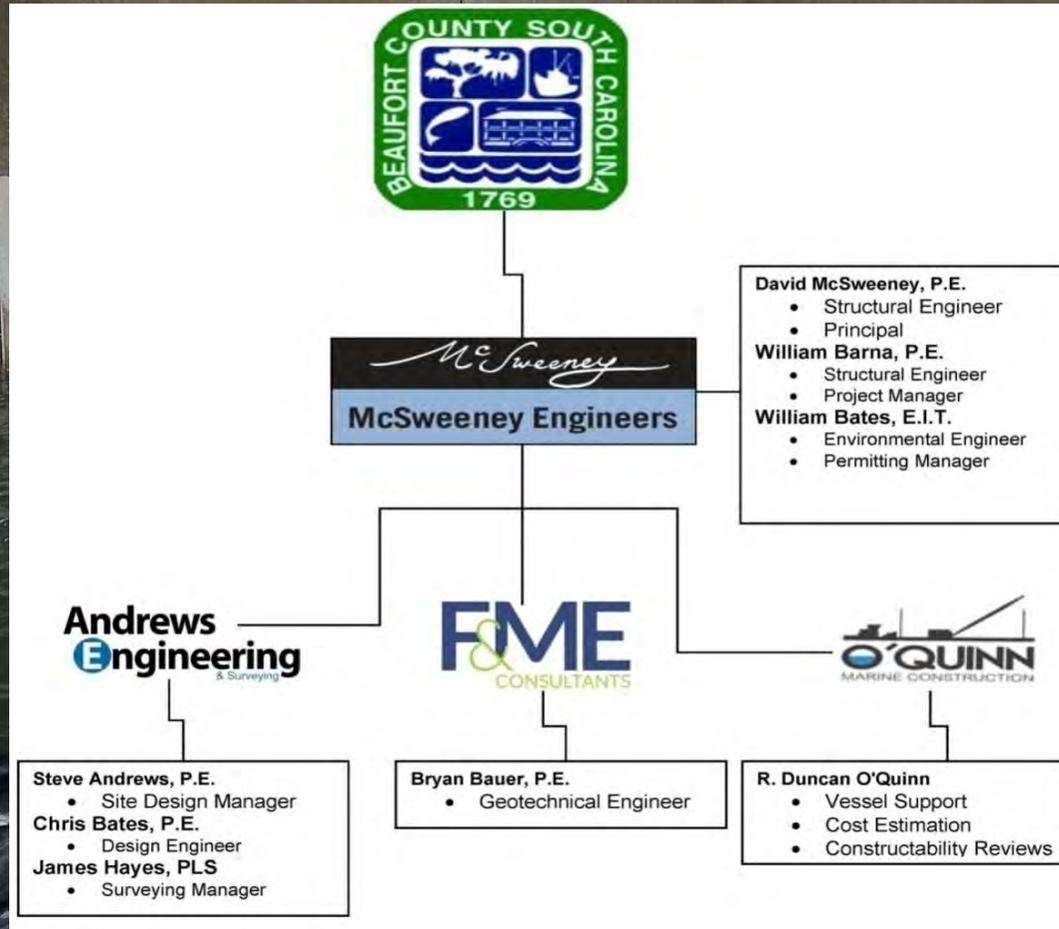
McSweeney

McSweeney Engineer

BROAD RIVER FISHING PIER:

RFP 081321E

New Broad River Fishing Pier - Design and Engineering



Project Goals

Item 8.

Goal 1: Ensure Public Safety of Existing Pier

- Continued Inspection and Reporting

Goal 2: Design and Permit a New Fishing Pier

Goal 3: Provide Value to Beaufort County

- Utilization of Existing Assets
- Investigation of grant and funding opportunities
- Early contractor involvement (realistic cost estimates)
- Value Engineering
- Minimize Long-Term Maintenance Issues

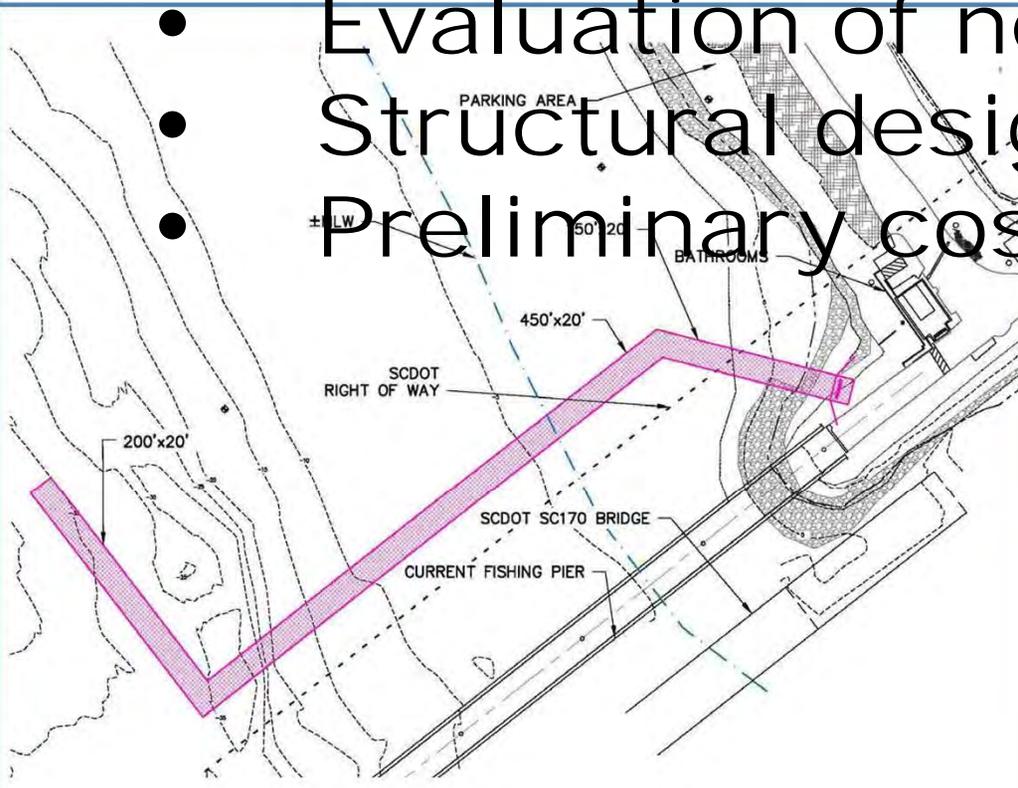
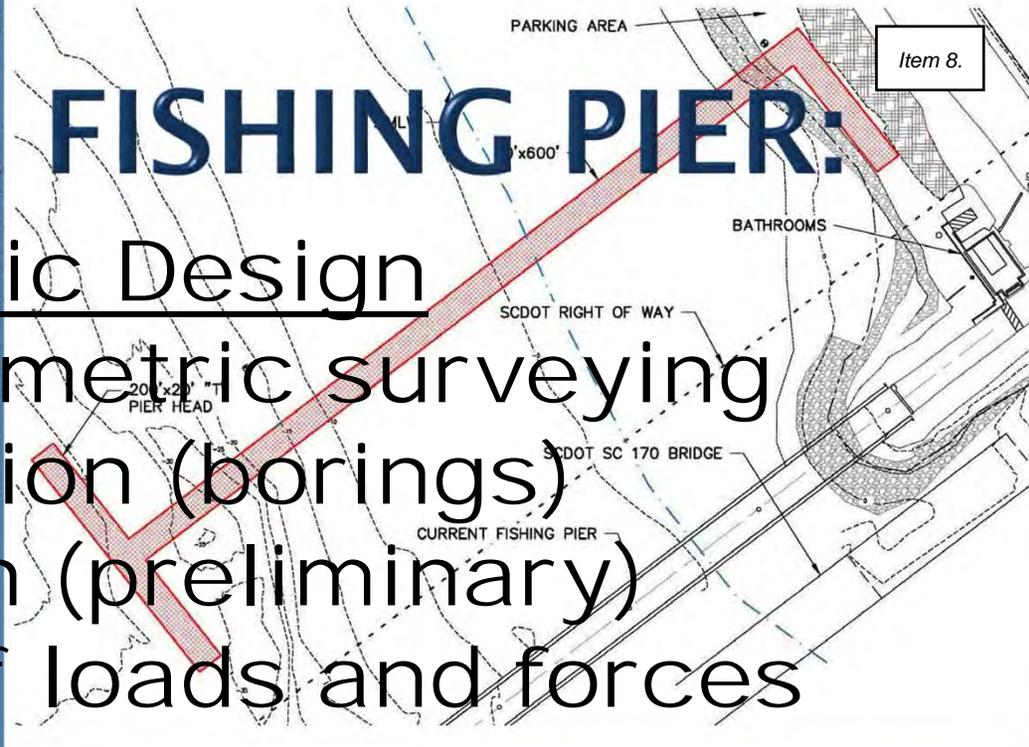
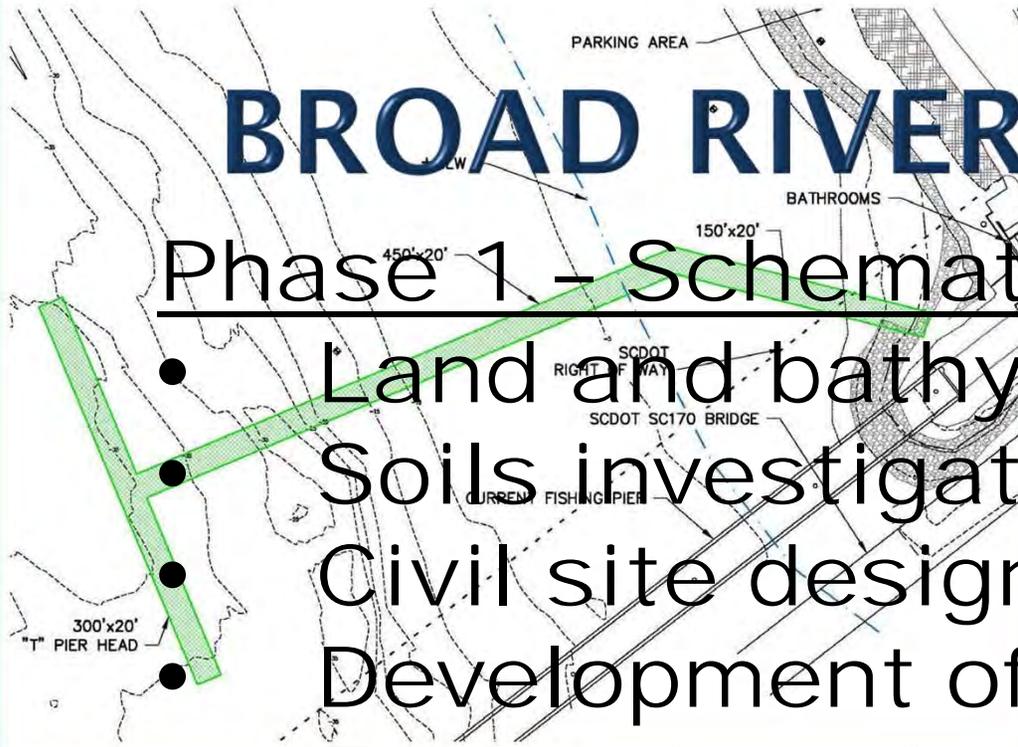
Goal 4: Environmental Stewardship

- Minimize Negative Impacts – Enhance Existing Ecology
- Old Pier as new fishing reef

BROAD RIVER FISHING PIER:

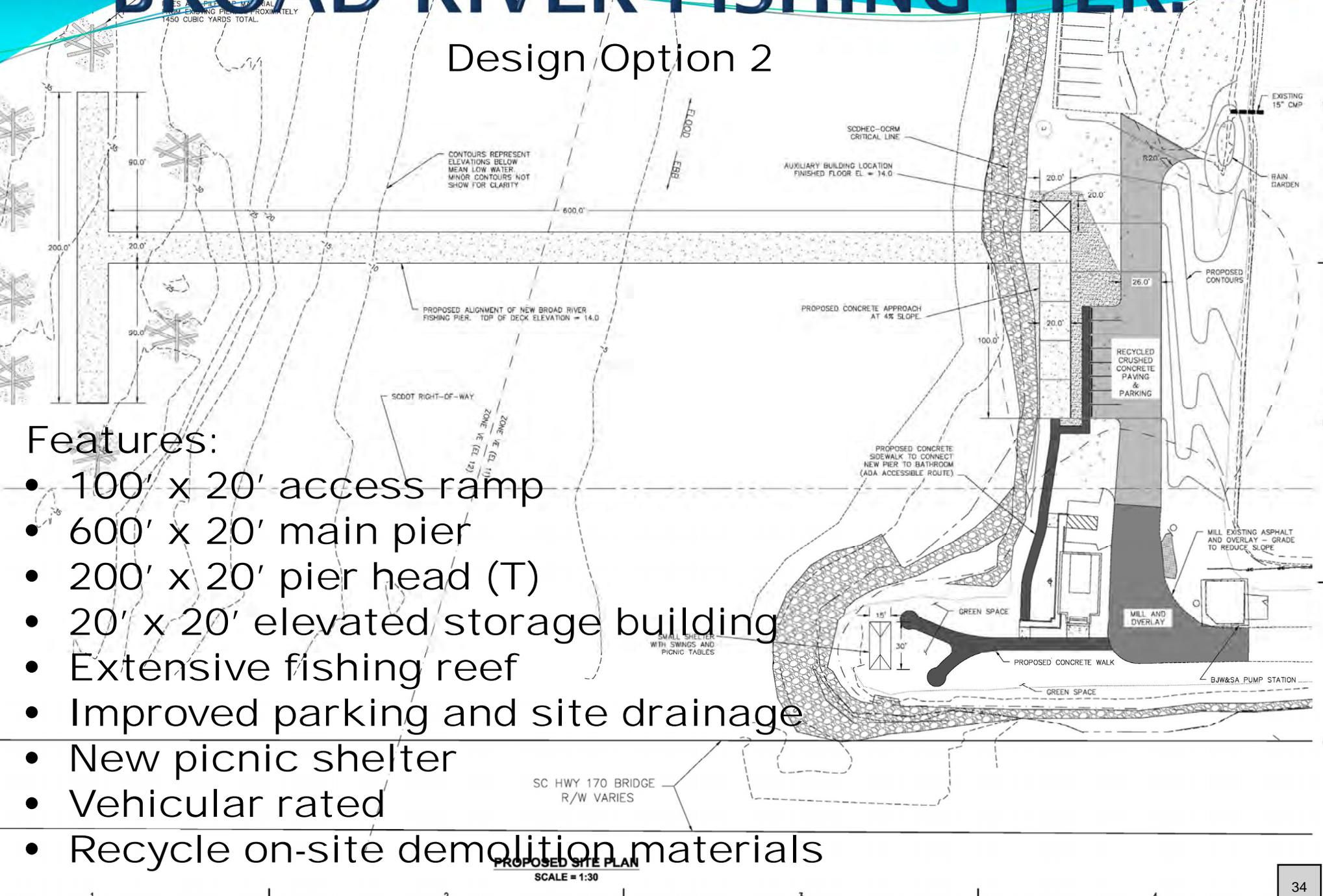
Phase 1 - Schematic Design

- Land and bathymetric surveying
- Soils investigation (borings)
- Civil site design (preliminary)
- Development of loads and forces
- Evaluation of new pier alignments
- Structural design (preliminary)
- Preliminary cost estimation



BROAD RIVER FISHING PIER:

Design Option 2



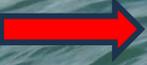
Features:

- 100' x 20' access ramp
- 600' x 20' main pier
- 200' x 20' pier head (T)
- 20' x 20' elevated storage building
- Extensive fishing reef
- Improved parking and site drainage
- New picnic shelter
- Vehicular rated
- Recycle on-site demolition materials

BROAD RIVER FISHING PIER:

Table 1 - Alternatives and Cost

Design Option	Cost	Commentary
<p><u>Option 1</u> Rebuild new pier to exact size and dimensions as existing pier</p>	<p>\$31,914,157 To \$35,743,856</p>	<p>New 1820 ft long by 29 ft wide fishing pier with vehicular loading</p>
<p><u>Option 2</u> Rebuild new smaller pier with vehicular loading</p>	<p>\$12,055,344 To \$13,649,826</p>	<p>New 600 ft long by 20 ft wide pier with 200 ft by 20 ft wide "T" pier head with vehicular loading</p>
<p><u>Option 3</u> Rebuild smaller pier with pedestrian only loading</p>	<p>\$12,088,784 To \$13,539,439</p>	<p>New 600 ft long by 20 ft wide pier with 200 ft by 20 ft wide "T" pier head with pedestrian loading</p>
<p>Demolition of existing pier</p>	<p>\$2,825,000 To \$3,164,000</p>	<p>Considers repurposing of demolition material for site improvements</p>



BROAD RIVER FISHING PIER:

Phase 2 – Remaining Tasks

- Final structural design
- Electrical design
- Site design
- Architectural design
- Final geotechnical engineering
- Submission of permits
SCDOT, DHEC, CZC, OCRM, MS4, DRT, CRB
- Demolition plans and specifications
- Final cost estimates
- Construction documents
- Committee/council meetings as required
- \$278,500

THANK YOU



Plan Year	NAME OF ROAD	COUNCIL DISTRICT	LENGTH (MILES)	ROW Score (Max 35 points)	Roadway Condition (Max 6 Points)	ADT (Max 25 Points)	A Score (MAX 66)	B Score (Max 34)	Overall Results (A+B) (Max = 100)	Overall Rank	Cost to design and build	Annual Program Cost
2025	Gibson Drive	10	0.15	35	4.80	4.59	44.39	30.94	75.33	1	\$ 375,473.48	\$ 1,998,934.65
	Fredericka Taylor Ln	3	0.13	35	3.84	1.53	40.37	22.49	62.86	17	\$ 376,008.88	
	Ihly Farm Road	1	0.29	35	3.60	2.55	41.15	33.46	74.61	3	\$ 719,696.97	
	Alice Ladson Drive	1	0.17	35	4.80	2.55	42.35	16.73	59.08	23	\$ 527,755.32	
2026	Gillison Loop	1	0.24	35	4.56	2.04	41.60	30.58	72.18	5	\$ 622,940.34	\$ 1,849,928.98
	Montgomery lane	1	0.24	35	4.08	1.02	40.10	29.86	69.96	6	\$ 629,403.41	
	Davis Road	7	0.23	35	4.80	14.29	54.09	14.21	68.30	7	\$ 597,585.23	
2027	Harbor Oaks Lane	3	0.11	35	4.8	1.53	41.33	25.37	66.70	9	\$ 303,291.90	\$ 1,969,720.39
	Pritchard Farm Lane	9	0.24	35	4.08	6.12	45.20	21.05	66.25	10	\$ 649,911.22	
	Flora Drive	1	0.29	35	4.80	4.08	43.88	16.73	60.61	20	\$ 871,918.55	
	Old Country Drive	1	0.05	35	5.04	2.55	42.59	22.67	65.26	12	\$ 144,598.72	
2028	Kato Lane	1	0.20	35	4.56	4.59	44.15	29.68	73.83	4	\$ 515,056.82	\$ 1,645,275.92
	Glass Road	1	0.12	35	3.36	1.53	39.89	23.03	62.92	16	\$ 359,017.22	
	N Sea Pines Dr		0.25	21	3.60	18.88	43.48	17.99	61.47	19	\$ 771,201.88	
2029	Milkweed Lane	2	0.09	35	4.80	1.53	41.33	33.82	75.15	2	\$ 215,909.09	\$ 2,800,521.07
	Sawgrass Drive	2	0.26	35	3.84	5.61	44.45	23.21	67.66	8	\$ 646,780.30	
	Oxeye Lane	2	0.09	35	4.32	1.02	40.34	25.37	65.71	11	\$ 254,744.32	
	Spartina Street	2	0.25	35	4.08	2.04	41.12	24.11	65.23	13	\$ 694,282.67	
	Purslane Drive	2	0.12	35	4.08	0.51	39.59	25.37	64.96	14	\$ 351,891.69	
	Scurpus Ct.	2	0.12	35	3.36	1.02	39.38	25.37	64.75	15	\$ 335,996.27	
	Arum Circle South	2	0.10	35	3.36	1.02	39.38	23.21	62.59	18	\$ 300,916.73	

Beaufort County Dirt Road Paving - 5 Year Plan - Revised

23-Nov-20

Year 1 In Progress

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ACTUAL COSTS
Dirt Road Paving #51A							
5	Rice Road	0.25	complete	79.96	5	Broad River Blvd to Inwood Plantation Rd.	\$ 382,518
3	Salicornia Drive	0.29	complete	70.27	9	Marsh Hawk Dr to Terminus	\$ 424,092
3	Wards Landing Road	0.44	complete	64.52	17	Sea Island Pkwy to Worthington Rd	\$ 559,854
1	George Williams Lane	0.62	complete	95.17	2	Wm. Campbell Ln to Kelly Rd	\$ 729,697
Miles 51A		1.60				Contract #51A	\$ 2,096,161
							Year 1 - cost per mile
							\$ 1,310,101

Year 2 Recommendations (BP #52)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
10	Wright Place	0.24	complete	78.90	7	Squire Pope to Terminus	\$ 330,145
5	Wickecliff Place	0.08	complete	67.11	13	Palomino Dr to Terminus	\$ 110,048
3	David Green Road	0.46	complete	68.70	11	Capers Island to Terminus	\$ 632,779
6	Harrison Island Road	0.65	underway	95.73	1	Pinckney Colony to Terminus	\$ 894,144
Total Miles		1.43				Cost Estimate Total	\$ 1,967,116
							Year 2 - Estimate
							\$ 1,375,606

Year 3 Recommendations (BP #53)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
1	Twickenham Road	0.92	underway	80.36	4	Old Sheldon Church to Terminus	\$ 1,301,716
1	Northview Drive	0.42	none	75.26	8	Perry Clear Dr to Northview Dr (Pvt)	\$ 594,262
7	Rainbow Road	0.32	none	67.88	12	Gibbet Rd to Rainbow (Pvt)	\$ 452,771
Total Miles		1.66				Cost Estimate Total	\$ 2,348,748
							Year 3 - Estimate
							\$ 1,414,909

Year 4 Recommendations (BP #54) - *minor grading for drainage & 6" GABC*

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
9	Frances Jones	0.35	none	69.16	10	Pappy's Landing to Billy Burn Ln	\$ 420,000
9	Church Road	0.63	none	66.09	14	Haig Point Rd to School Rd	\$ 756,000
9	School Road	1.58	none	65.20	15	Benjies Point Rd to Oakridge Ln	\$ 1,896,000
Total Miles		2.56				Cost Estimate Total	\$ 3,072,000
							Year 4 - Estimate
							\$ 1,200,000

Year 5 Recommendations (BP #55)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
3	James D Washington	0.70	complete	63.54	18	Storyteller Rd to Orange Grove Rd.	\$ 1,054,631
5	Leo Green Road	0.38	underway	61.64	19	Broad River Blvd to Leo Green (Pvt)	\$ 572,514
2	Dolphin Watch Point	0.07	complete	60.66	20	Coosaw River Dr to Palmetto Grove Ln	\$ 105,463
Total Miles		1.15				Cost Estimate Total	\$ 1,732,608
							Year 5 - Estimate
							\$ 1,506,616



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH SC 802 SAMS POINT ROAD RIGHT TURN LANE
MEETING NAME AND DATE:
Public Facilities and Safety Committee Meeting April 22, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
On November 6, 2018 -Project was included in the 2018 Sales Tax Referendum that was approved by voters. County Council approved associated condemnations of properties in Resolution 2020-27.
PROJECT / ITEM NARRATIVE:
As identified in our IGA with SCDOT, all of the right-of-way purchases as part of our transportation sales tax programs are initially purchased in Beaufort County's name. At the conclusion of the project, a single deed is established to convey all of the parcels at one time to SCDOT for long-term right-of-way ownership. Beaufort County staff, with support of legal and design consultants through the sales tax program, has completed the right-of-way process and is prepared to convey the said properties to SCDOT.
FISCAL IMPACT:
These properties have already been purchased through the 2018 Sales Tax Program and per our IGA with SCDOT there is no financial consideration for the transfer of ownership from Beaufort County to SCDOT.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the approval of an ordinance authorizing the conveyance of multiple parcels of real properties from Beaufort County to South Carolina Department of Transportation in connection with SC 802 Sams Point Road Right Turn Lane.
OPTIONS FOR COUNCIL MOTION:
Motion to either approve, deny or amend an ordinance authorizing the conveyance of multiple parcels of real properties from Beaufort County to South Carolina Department of Transportation in connection with SC 802 Sams Point Road Right Turn Lane.
Next Step – Move to County Council on 5/13/24 for 1 st Reading.

“EXHIBIT A”

SC 802 Sams Point Road Right Turn Lane Transfer Deed to SCDOT

EXHIBIT A

Prepared by:
Beaufort County Engineering Department
104 Industrial Village Rd. Bldg 3, Beaufort, SC 29906

TITLE TO REAL ESTATE

THE STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Approximate Survey Station
10+23.93 To 14+15.68 Lt
SC Route 802

Road/Route.....S.C. 802
Encroachment Permit No. 240081
File 7.514
Tract 45A (Consisting of Tracts 1, 2, & 3 acquired by Beaufort County)

WHEREAS, Beaufort County acquired certain rights-of-way from Three (3) conveyances in connection with the construction of a dedicated right turn lane on Sams Point Road (SC-802) at Sea Island Parkway (US 21); and

WHEREAS, Beaufort County wishes to convey these rights-of-way to the South Carolina Department of Transportation.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that **Beaufort County**, a political subdivision of the State of South Carolina, P.O. Drawer 1228, Beaufort, SC 29901-1228 (“Grantor”), in consideration of the sum of **Ten and No/100 (\$10.00) Dollars** to it in hand paid and before the sealing of these presents by the **South Carolina Department of Transportation, Columbia, South Carolina (“Grantee”)**, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all those certain real properties of the Grantor in fee simple along **SC Highway 802**, State and County aforesaid, and identified in plans prepared by Infrastructure, Consulting & Engineering, entitled “Plan and Profile of Sams Point Road (SC-802) Right Turn Lane at Sea Island Parkway (US 21),” and dated January 18, 2024.

SPECIAL PROVISIONS: The above consideration is for all those certain 3 conveyances of land, or portions thereof containing 0.121 acres (5,229 SF), more or less, and all improvements thereon, if any, owned by the County of Beaufort, shown as “Area[s] of Acquisition” on Exhibit A attached hereto and made a part hereof and on the aforementioned plans. Said plans are stored in the Office of the Beaufort County Records Management located at 113 Industrial Village Road, Beaufort, SC 29906.

File No. 7.514 **SC Route 802** **Tract** 45A

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the **South Carolina Department of Transportation** its successors and assigns, forever.

IN WITNESS ITS HAND(S) AND SEAL(S) this _____ day of _____, 2024.

Signed, sealed and delivered in the presence of:

COUNTY OF BEAUFORT

1st Witness

By: John C. Robinson Grantor (L.S.)
Its: Interim County Administrator

2nd Witness

Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____
by John C. Robinson, Its Interim County Administrator.

Signature of Notary Public

Printed Name of Notary Public

**NOTARY PUBLIC FOR THE STATE
OF**

My Commission Expires: _____
(Affix seal if outside SC)

Project ID No. _____

Tract _____

Page 3 of 4 pages

File No. 7.514

SC Route 802

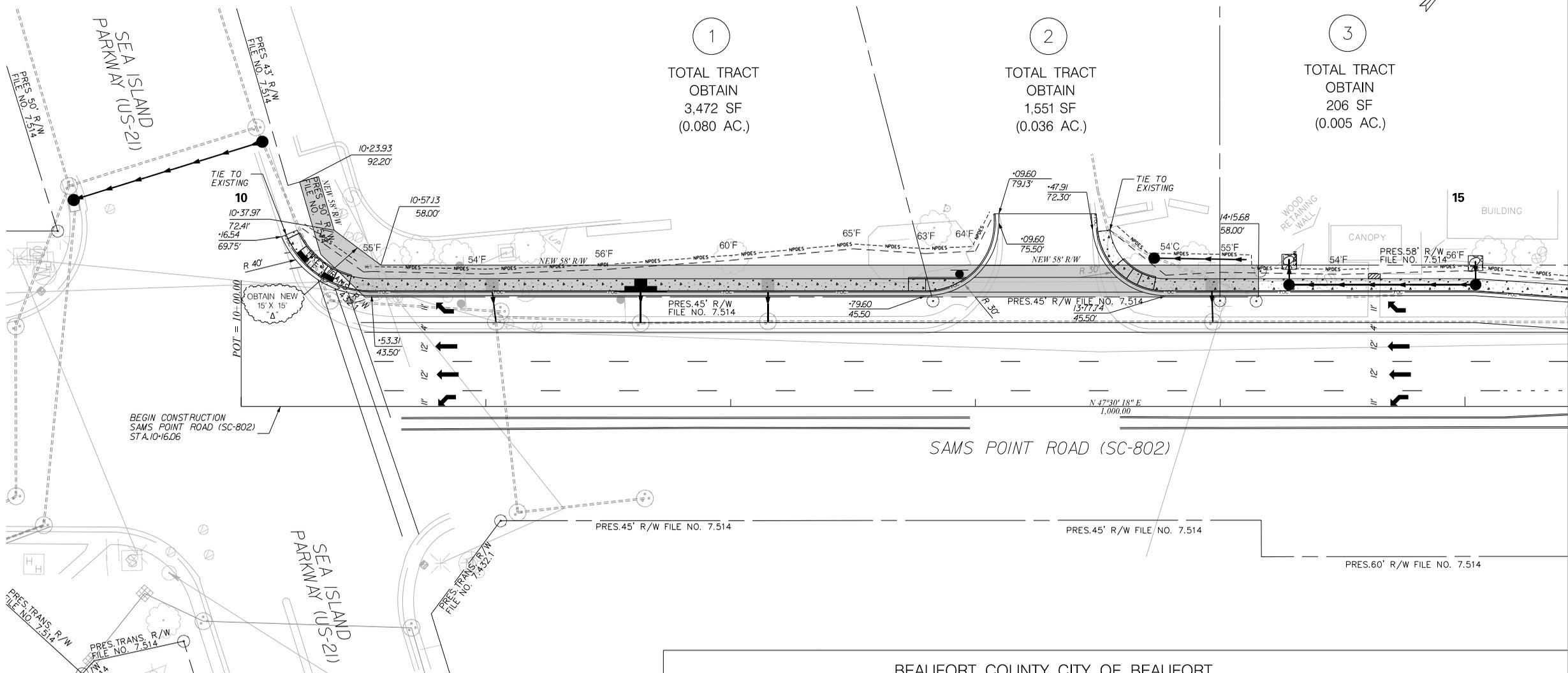
Tract 45A

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201, ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

TRACT 45A
TOTAL OBTAIN
5,229 SF
(0.121 AC)

Item 9.



BEGIN CONSTRUCTION
SAMS POINT ROAD (SC-802)
STA. 10+16.06

SAMS POINT ROAD (SC-802)

BEAUFORT COUNTY, CITY OF BEAUFORT
SAMS POINT ROAD (SC-802)

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 45A

NOTE:
TRACT 45A CONSISTS OF TRACTS 1, 2, AND 3 ACQUIRED BY BEAUFORT COUNTY.

PREPARED 07 /22 /2020

SCALE 0 25 50 100 FEET



ORDINANCE NO. 2024/_____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH SC 802 SAMS POINT ROAD RIGHT TURN LANE

WHEREAS, on November 6, 2018, Beaufort County voters approved an ordinance authorizing the imposition of a Transportation Sales and Use Tax to finance transportation-related projects in Beaufort County; and

WHEREAS, the Transportation Sales and Use Tax funds were used for the acquisition of certain real property; and

WHEREAS, Beaufort County now owns certain real properties along US 802 (Sams Point Road Right Turn Lane) and wishes to convey to South Carolina Department of Transportation (SCDOT) the properties as shown on the attached **Exhibit A** and more particularly described in the Title to Real Estate formally granting the real properties to the SCDOT; and

WHEREAS, Beaufort County believes that it is in the best interests of its citizens to forever relinquish any claim of right it may have over the properties along US 802 Sams Point Road Right Turn Lane and convey these lands to the SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby authorize the Interim County Administrator to execute the necessary documents to convey to South Carolina Department of Transportation the properties along US 802 (Sams Point Road Right Turn Lane as shown on the attached **Exhibit A** and more particularly described in the Title to Real Estate.

DONE 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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
RECOMMEND TO COUNCIL TO APPROVE AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000
MEETING NAME AND DATE:
Public Facilities & Safety Committee – April 22, 2024
PRESENTER INFORMATION:
Jon Rembold, Airports Director; 5 minutes
ITEM BACKGROUND:
June 12, 2023, County Council approved Resolution 2023/29 authorizing the purchase of the real property for \$19,800 plus County closing costs
PROJECT / ITEM NARRATIVE:
When Hilton Head Island Airport (“HXD”) executed the taxiway relocation in 2017, a portion of the taxiway was located on a portion of ExecAir’s real property effectively making the real property a part of HXD since there was airfield infrastructure installed as part of the FAA project. ExecAir’s real property is located on Summit Drive, Hilton Head Island, Beaufort County, SC 29926, with a tax parcel number R510 005 000 271A 0000 (“Property”). A commercial appraisal was obtained establishing the fair market value at \$19,800.00 was the basis for the offer, the appraised value was confirmed by a review appraisal. On June 12, 2023, County Council approved Resolution 2023/29 authorizing the purchase of the Property. Additional negotiations have occurred between the County and ExecAir, where an increase of \$2,590.56 plus seller closing costs has been requested to cover additional costs that have been incurred since initial negotiations occurred. The full costs associated with the purchase of Property will be reimbursed by Grant Funds (23-025) awarded by the SC Aeronautics Commission.
FISCAL IMPACT:
Purchase price of \$22,390.56 plus seller and purchaser closing costs (Account Balance \$53,455.64, Acct #5402-90-0000-57130); costs to be reimbursed by grant funds (23-025) awarded by the South Carolina Aeronautics Commission
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the purchase of a portion of the real property owned by the Exec Air/Hilton Head Owners Association, Inc. for a purchase price of \$22,390.56 plus seller and purchaser closing costs.
OPTIONS FOR COUNCIL MOTION:
Motion to move to Council an ordinance authorizing the Interim County Administrator to execute the necessary documents for the purchase of a portion of the real property abutting the Hilton Head Island Airport located on Summit Drive with TMS No. R510 005 000 271A <i>Next step: Move forward to County Council on May 13, 2024 for first reading of an ordinance (public hearing needed)</i>

ORDINANCE 2024/ _____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000

WHEREAS, Beaufort County ("County") desires to purchase a portion of the real property owned by the Exec Air/Hilton Head Owners Association, Inc. ("ExecAir") located on Summit Drive, Hilton Head Island, Beaufort County, SC 29926 with Tax Parcel Number R510 005 000 271A 0000 ("Property"); and

WHEREAS, the Hilton Head Island Airport ("Airport") relocated Taxiway A, which affected the location of drainage, lighting, and utilities. Due to the new location of the aforementioned infrastructure, the Property is now located within the active airfield and pursuant to Federal Aviation Administration ("FAA") guidelines the said Property must be owned by the County in order to be in compliance with FAA guidelines; and

WHEREAS, the County agrees to purchase, and the Seller agrees to sell the Property at the fair market value rate as determined by a licensed real estate appraiser. The parties have agreed to a final purchase price of \$22,390.56 plus seller and purchaser closing costs; to be funded by the Airport Operating Budget and reimbursed by previously awarded grant funds (23-025) from the South Carolina Aeronautics Commission; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property in order to comply with the aforementioned FAA guidelines.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding for the purchase of a portion of real property abutting the Hilton Head Island Airport located on Summit Drive with TMS No. R510 005 000 271A 0000 from Exec Air/Hilton Head Owners Association, Inc.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

RESOLUTION 2023/29

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

WHEREAS, Beaufort County (“County”) desires to purchase a portion of the real property owned by the Exec Air/Hilton Head Owners Association, Inc. (“Exec Air”) located on Summit Drive, Hilton Head Island, Beaufort County, SC 29926 with Tax Parcel Number R510 005 000 271A 0000 (“Property”); and

WHEREAS, the Hilton Head Island Airport (“Airport”) relocated Taxiway A which effected the location of drainage, lighting and utilities. Due to the new location of the aforementioned infrastructure the Property is now located within the active airfield and pursuant to Federal Aviation Administration (“FAA”) guidelines the said Property must be owned by the County in order to be in compliance with FAA guidelines; and

WHEREAS, the County agrees to purchase, and the Seller agrees to sell the Property at the fair market value rate as determined by a licensed real estate appraiser. The parties have agreed to a purchase price of \$19,800 plus closing costs to be funded by the Airport Operating Budget and to be reimbursed by previously awarded grant funds from the South Carolina Aeronautics Commission.

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property in order to comply with the aforementioned FAA guidelines.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents for the purchase of a portion of real property abutting the Hilton Head Island Airport located on Summit Drive with TMS No. 510 005 000 271A 0000 from Exec Air/Hilton Head Owners Association, Inc.

Adopted this 12th day of June 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Joseph Passiment
Joseph Passiment, Chairman

ATTEST:
Sarah W. Brock
Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND M&L MOBILE DETAILING.
MEETING NAME AND DATE:
Public Facilities & Safety Committee – March 25, 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 January 18, 2024.
PROJECT / ITEM NARRATIVE:
M&L Mobile Detailing engages in the business of airplane detailing. The owner approached Airport staff about expanding their business to Beaufort Executive Airport. Airport tenants are supportive of this opportunity to have this detailing service available to them. This agreement will produce revenue for the airport with no cost to the airport.
FISCAL IMPACT:
Beaufort County/Beaufort Executive Airport will receive \$75.00 for each occurrence of aircraft detailing. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and M&L Mobile Detailing and forward to County Council for approval
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and M&L Mobile Detailing.
Next step: County Council Meeting – April 8, 2024

RESOLUTION 2024/_____

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND M&L MOBILE DETAILING, LLC

WHEREAS, the Beaufort Executive Airport (“Airport”) desires to enter into a Non-tenant Commercial Operating Agreement with M&L Mobile Detailing, LLC ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, the Operator will engage in the business of aircraft detailing, and desires to use certain areas and facilities owned by the 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 grounds 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 Interim County Administrator to enter into a Non-tenant Commercial Operating Agreement with M&L Mobile Detailing, LLC 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 Interim County Administrator to enter into a Non-tenant Commercial Operating Agreement with M&L Mobile Detailing, LLC 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

it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft Detailing

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress and egress to the Airport and to public areas and public facilities at the Airport.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

**ARTICLE III
ADDITIONAL PRIVILEGES**

Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of operating area, runways, taxiways, terminal facilities, aircraft parking areas and vehicle parking areas designed by County.

ARTICLE IV
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **AIRPORT ACCESS FEE OF \$75.00 PER CUSTOMER FOR AIRCRAFT DETAILING.**

- (a) All payments herein are to be made in lawful money of the United States of America and are payable to Beaufort County Council.

Mail To (or hand deliver): Airport Director, Beaufort Executive Airport
39 Airport Circle
Beaufort, SC 29907

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

3. Monthly Activity Report. Operator shall furnish to County on or before the fifteenth (15th) day of each month an accurate report (EXHIBIT A) setting forth all data necessary to calculate fees and charges due under this Agreement. Said statements are to be signed by a responsible individual employed by Operator.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE V
PERFORMANCE AND SERVICE STANDARDS

1. Type of Operation. Operator shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. Operator shall maintain and operate its business in a first-class manner and shall keep it in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to County. Service shall be prompt, courteous and efficient.

Operator and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the aeronautical services of Operator and its compatibility with the best interests of the public at the Airport.

2. Management. The management, maintenance and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing Operator, who shall be subject at all times to the direction and control of Operator. Such manager shall be available upon reasonable request during normal business hours.

3. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE VI INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:
- a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars (\$1,000,000) per occurrence.
 - b. Automobile Liability
 - c. Worker's Compensation (if applicable)

Please ensure that the Certificate Holder is listed as Beaufort County (not the airport name), PO Box 1228, Beaufort, SC 29902.

Evidence of coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VII INDEMNIFICATION

Operator 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 Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VIII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE IX RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE X DEFAULT AND TERMINATION

1. Termination by Operator. This Agreement shall be subject to termination by Operator in the event of any one or more of the following defaults:

- (a) The abandonment of the Airport as an airport;
- (b) The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy, to Operator's satisfaction, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same; or
- (c) Damage to or destruction of all or a material part of the Airport facilities necessary to the operation of Operator's business.

2. Termination by County. This Agreement shall be subject to termination by County in the event of any one or more of the following defaults:

- (a) Failure by Operator to pay County any payments due hereunder within the time as provided by this Agreement;
- (b) Failure by Operator to observe and perform any covenant, condition or agreement on its part as herein provided or failure to provide authorized services to the public during normal business hours or normal business days for a period of ten (10) days after written notice to do so by County;
- (c) Dissolution or liquidation of Operator or by the filing by Operator of a voluntary petition in bankruptcy;
- (d) Insolvency of Operator, or if Operator makes a general assignment for the benefit of creditors;
- (e) Consent by Operator to the appointment of a receiver, trustee or liquidator of all or essentially all of the property;
- (f) Desertion, abandonment or vacation of Operator's operations at the Airport.

3. Default. Upon default as above provided:

- (a) County may expel Operator or those claiming under it and may act in any way necessary to ensure the continuing and proper operation of the Airport. In such event, the term of this Agreement shall end.
- (b) County may take any other action at law or in equity that it may deem appropriate, necessary or desirable to collect any amounts due from Operator and to enforce performance and observance of any obligation, agreement or covenant of Operator under this Agreement.

4. Causes of Breach; Waiver. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Operator to pay fees, rents or other charges to County.

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

5. Termination of Agreement for Convenience. In addition to the grounds of default and termination provided herein, this Agreement may be terminated for convenience upon thirty (30) days' notice to Operator by the County or to County by Operator.

ARTICLE XI
NO PARTNERSHIP OR JOINT VENTURE

No partnership or joint venture between the parties is intended to or shall be created hereunder. In conducting its business hereunder, Operator acts independently and not as an agent of County. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator and County shall not attempt to exercise any control over the business activities of Operator or daily performance of duties by Operator's employees.

ARTICLE XII
ASSIGNMENT AND SUBLETTING

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of County.

ARTICLE XIII
ARBITRATION

Any controversy which shall arise between County and Operator regarding the rights, duties or liabilities of any party hereunder shall be settled by binding arbitration pursuant to the rules of the American Arbitration Association, and judgment upon the award shall be entered in accordance with the South Carolina Uniform Arbitration Act. The parties agree, subject to the consent of the American Arbitration Association, that such arbitration shall be processed pursuant to the American Arbitration Association "Expedited Procedure" notwithstanding that the amount in controversy may exceed the limits set for such procedure. If any action, including arbitration, shall be brought by any party to recover any sums hereunder, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees. If an arbitration proceeding is brought by any party to this Agreement, a request shall be made by the parties to the arbitrator that in the event a prevailing party is not determined by the outcome of the action, the arbitrator shall make a final determination concerning payment of all costs and expenses (including reasonable attorney's fees) by one or both parties, as the arbitrator deems appropriate based upon the facts and circumstances of the case.

ARTICLE XIV
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:

Airport Director/Supervisor
39 Airport Circle
Beaufort, SC 29907

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

AS TO OPERATOR:

M&L Mobile Detailing LLC
8439 Dorchester Road 523
North Charleston, SC 29420

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend to Council to award a contract to Talbert, Bright & Ellington for Professional Airport Planning Services
MEETING NAME AND DATE:
Public Facilities and Safety Committee – April 22, 2024
PRESENTER INFORMATION:
Jon Rembold, Airports Director - 5 minutes
ITEM BACKGROUND:
<p>The Federal Aviation Administration (FAA) requires airport sponsors to advertise for proposals/qualifications for professional services every five years. Accordingly, Beaufort County issued a Request for Qualifications (RFQ# 030724) to solicit proposals from qualified firms to provide expert professional, technical, and advisory services. The staff evaluation committee (Antonacci, Fralix, Parry, Rembold) reviewed the proposals for capability, the firm’s experience, performance capability, and proposed cost. The panel ranked the firms according to the RFQ selection criteria and determined Talbert, Bright & Ellington to be the top-ranked firm.</p> <p>The Airports Board reviewed and recommended approval of the contract award at its monthly meeting on March 21, 2024.</p>
PROJECT / ITEM NARRATIVE:
<p>Services will be for a period not to exceed five (5) years.</p> <p>For each project performed under the Master Contract, a detailed scope of work will be developed and agreed to by the aviation consulting firm and Beaufort County. This scope of work and associated fee will be developed into a work authorization and included as an attachment to the Master Contract. The Master Contract may be canceled by either party for any reason at any time.</p> <p>There will be multiple projects during the contract duration. The first project will be an update of the Airport Layout Plan for HXD (the primary guiding document for the airport). This is a ~\$750,000 effort. This project will be 100% grant-funded. The second project is the Phase I Environmental Documentation for the St. James Baptist Church project. That is a ~\$370,000 item. The airport will be responsible for approximately \$40,000.</p>
FISCAL IMPACT:
Projects executed under this agreement will be planned using the FAA’s Capital Improvements Project (CIP) process and will be primarily grant-funded. The GL is: 5401-90-0000-57130 The available balance is: \$53,455
STAFF RECOMMENDATIONS TO COUNCIL:
Approve contract award to Talbert, Bright & Ellington for Professional Airport Planning Services.
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny contract award to Talbert, Bright & Ellington for Professional Airport Planning Services
Next step: County Council Meeting – May 13, 2024

Professional Airport Planning Services			
RFQ 030724			
Summary Score Sheet			
Evaluators	Name of Company	Name of Company	Name of Company
	<u>Goodwyn Mills Cawood</u>	<u>Parrish & Partners</u>	<u>Talbert Bright & Ellington</u>
Antonacci - Ogden	80	79	91
Fralix	80	79	93
Parry	96	94	99
Rembold	90	87	98
TOTALS:	346	339	381
1. Talbert Bright & Ellington	381		
2. Goodwyn Mills Cawood	346		
3. Parrish & Partners	339		

TALBERT, BRIGHT & ELLINGTON, INC.

STANDARD BILLING RATES

Effective December 1, 2023

<u>Position</u>	<u>Standard Bill Rate</u>
Principal	290.00
Senior Project Manager	250.00
Project Manager	230.00
Project Manager's Assist. I	80.00
Project Manager's Assist. II	95.00
Project Manager's Assist. III	132.00
Project Manager's Assist. IV	138.00
Engineer I	96.00
Engineer II	120.00
Engineer III	145.00
Engineer IV	160.00
Engineer V	185.00
Planner I	70.00
Planner II	85.00
Planner III	95.00
Planner IV	120.00
Planner V	135.00
Senior Planner	171.00
Senior Designer	130.00
Technician I	60.00
Technician II	75.00
Technician III	92.00
Technician IV	115.00
Technician V	141.00
Admin I	58.00
Admin II	66.00
Admin III	75.00
Admin IV	85.00
Admin V	90.00



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION FOR PORTIONS OF PARCELS R120 003 000 0609 0000 & R120 003 000 0682 0000 ASSOCIATED WITH RIGHT OF WAY ACQUISITION FOR A PATHWAY LOCATED ON DEPOT ROAD AS PART OF THE 2018 ONE CENT REFERENDUM
MEETING NAME AND DATE:
Public Facilities and Safety Committee Meeting April 22, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator - Infrastructure (5 minutes)
ITEM BACKGROUND:
On November 6, 2018 -Depot Road pathway Project was included 2018 Sales Tax Referendum that was approved by voters. Resolution 2019/44 outlines the need for R/W acquisition from property owners to include eminent domain.
PROJECT / ITEM NARRATIVE:
County legal representatives have made contact with the property owners of tracts 20 and 29 for needed R/W associated with the Depot Road pathway project. Written and verbal communication have not been successful in reaching an agreement with property owners. Consultants and staff recommend condemnation to move forward with the project.
FISCAL IMPACT:
Condemnation expenses range from \$5,000-\$15,000 Plus owner compensation for R/W: R120 003 000 0609 0000 "Tract 20" (appraised value for 2,161 SF Land = \$32,095.00 & 270 SF Temp R/W = \$700.00 Total Appraised value = \$32,795.00) R120 003 000 0682 0000 "Tract 29" (appraised value for 1,794 SF Land = \$23,130.00 & 316 SF Temp R/W = \$730.00 Total Appraised value = \$23,860.00) Funded by 2018 One Cent Referendum Account # 4705-80-0000-PTHWY
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a resolution authorizing the County Administrator to pursue condemnation for portions of parcels R120 003 000 0609 0000 & R120 003 000 0682 0000 associated with right of way acquisition for a pathway located on Depot Road as part of the 2018 One Cent Referendum.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/Deny/Amend a resolution authorizing the County Administrator to pursue condemnation for portions of parcels R120 003 000 0609 0000 & R120 003 000 0682 0000 associated with right of way acquisition for a pathway located on Depot Road as part of the 2018 One Cent Referendum. (Next Step - Move forward to County Council for Approval)

RESOLUTION NO. 2024/

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION FOR PORTIONS OF PARCELS R120 003 000 0609 0000 & R120 003 000 0682 0000 ASSOCIATED WITH RIGHT OF WAY ACQUISITION FOR A PATHWAY LOCATED ON DEPOT ROAD AS PART OF THE 2018 ONE CENT REFERENDUM

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

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

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

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of constructing additional pathways on Depot Road as outlined in Resolution 2019/44; and

WHEREAS, County legal representatives have attempted both written and verbal communication with property owners for Right of Way (R/W) to be acquired from parcels R120 003 000 0609 0000 “**Tract 20**” (R/W needed 2,161 SF of land and 270 SF of temporary right of way) and R120 003 000 0682 0000 “**Tract 29**” (R/W needed 1,794 SF of land and 316 SF of temporary right of way) as specified on attached EXHIBIT “A”; and

WHEREAS, County legal representatives have made contact with the property owners of tracts 20 and 29 resulting in unsuccessful written and verbal communication efforts; and

WHEREAS, County Engineering Staff and legal representatives have determined that condemnation efforts may be necessary for R/W acquisitions associated with tracts 20 and 29 for construction of the Depot Road pathway as specified on attached EXHIBIT “A”; and

WHEREAS, condemnation of the aforementioned tracts will benefit the County by providing a safe multiuse pathway that leads to the Spanish Moss Trail; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to pursue condemnation of parcels R120 003 000 0609 0000 “**Tract 20**” (R/W needed 2,161 SF

of land and 270 SF of temporary right of way) and R120 003 000 0682 0000 “**Tract 29**” (R/W needed 1,794 SF of land and 316 SF of temporary right of way) for construction of the Deport Road pathway as specified on attached EXHIBIT “A”.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby authorizes the Interim County Administrator to pursue condemnation of parcels R120 003 000 0609 0000 “**Tract 20**” (R/W needed 2,161 SF of land and 270 SF of temporary right of way) and R120 003 000 0682 0000 “**Tract 29**” (R/W needed 1,794 SF of land and 316 SF of temporary right of way) for construction of the Deport Road pathway as specified on attached EXHIBIT “A”.

ADOPTED this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

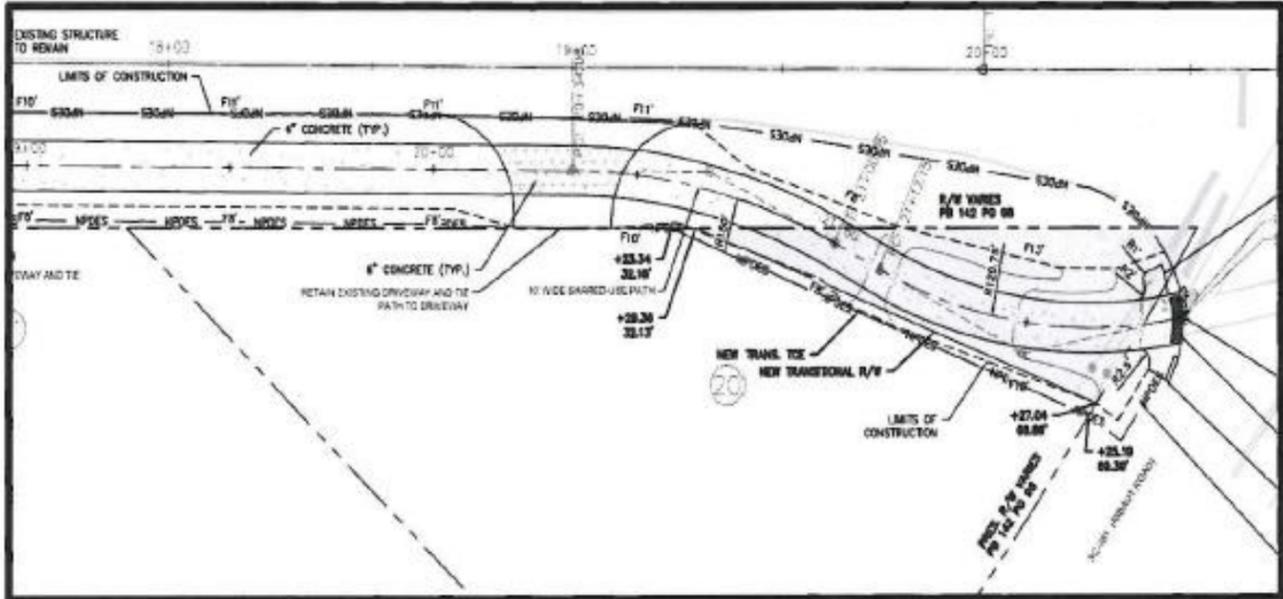
Sarah W. Brock, Clerk to Council

EXHIBIT "A"

APPRAISAL REVIEW

Project ID No.:	P041778	Road/Route:	Depot Road	County:	Beaufort
				Tract No.:	20
	Before Value	After Value	Acquisition Value		
Appraisal No. 1	\$344,470	\$311,675	\$32,795		
Appraisal No. 2			\$0		
Appraiser Name/Certification	Debi Wilcox, MAI, CCIM	Date of Value:	December 6, 2023	Report Date:	December 13, 2023
Land Acquired	\$32,095.00 (Including Site Improvements)				
Improvements Acquired					
Damages to Remainder					
Cost to Cure					
Less Benefits to Remainder					
(1) Total	\$32,095.00				
Plus Uneconomic Remainder					
(2) Total	\$32,095.00				
Temporary Right of Way:	\$700.00	for	270 sf	sf/acres of land.	
Fair Market Rent:	(From Paragraph 33 of Standard Report)				
Right of Way:	\$32,095.00	For:	2,161 SF	land, site improvements	
Damages (minus benefits):	\$0.00				
(1) Total:	\$32,095.00				
OR					
Plus Uneconomic Remainder:	\$0.00	(Enter value of uneconomic remainder.)			
(2) Total:	\$32,095.00	for:	n/a		

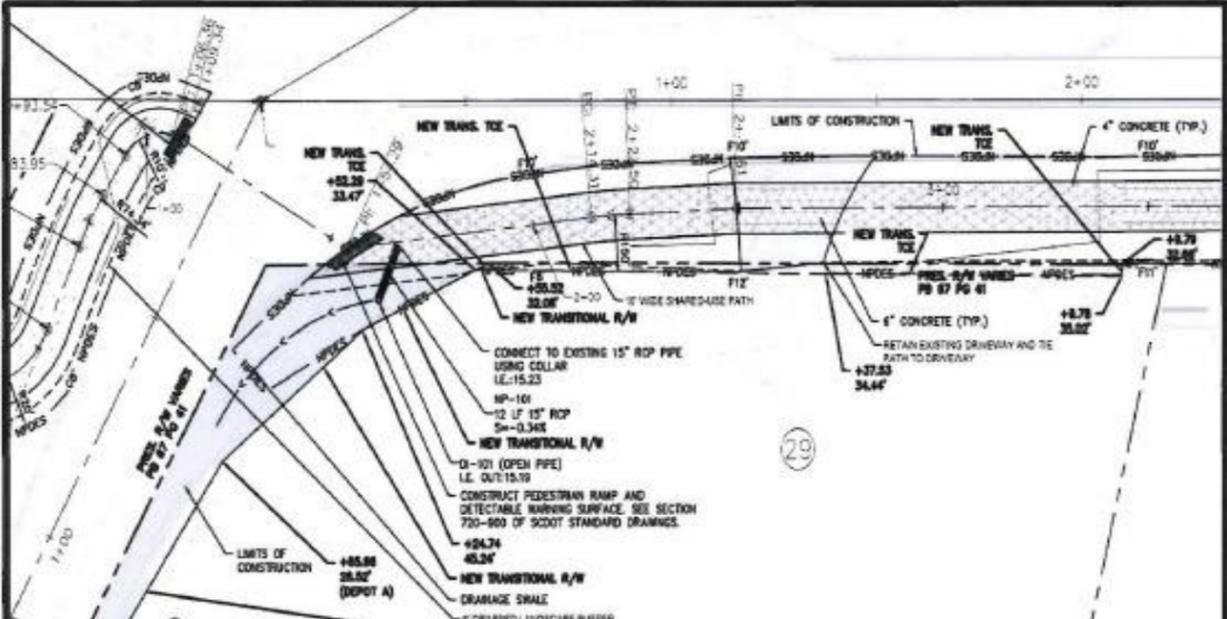
The area to be acquired includes 0.05 acres/2,161 square feet of land along the Depot Road frontage. It will include new transitional right of way, a portion of the gravel drive and trees, bushes, and grass. A temporary construction easement will encumber an additional 270 square feet for two (2) years.



APPRAISAL REVIEW

Project ID No.:	P041778	Road/Route:	Depot Road	County:	Beaufort
				Tract No.:	29
	Before Value	After Value	Acquisition Value		
Appraisal No. 1	\$584,320	\$560,460	\$23,860		
Appraisal No. 2			\$0		
Appraiser Name/Certification	Debi Wilcox, MAI, CCIM	Date of Value:	December 6, 2023	Report Date:	December 13, 2023
Land Acquired	\$23,130.00 (Including Site Improvements)				
Improvements Acquired					
Damages to Remainder					
Cost to Cure					
Less Benefits to Remainder					
(1) Total	\$23,130.00				
Plus Uneconomic Remainder					
(2) Total	\$23,130.00				
Temporary Right of Way:	\$730.00	for	316	sf/acres of land.	
Fair Market Rent:	(From Paragraph 33 of Standard Report)				
Right of Way:	\$23,130.00	For:	1,794 SF	land, site improvements, TCE	
Damages (minus benefits):	\$0.00				
(1) Total:	\$23,130.00				
OR					
Plus Uneconomic Remainder:	\$0.00	(Enter value of uneconomic remainder.)			
(2) Total:	\$23,130.00	for:	n/a		

The area to be acquired includes 0.041 acres/1,794 square feet of land at the intersection of Depot Road and Depot Street. It will include new transitional right of way and will extend along Depot Street southward. The acquisition will include chain link fencing, shrubbery, grass, and a portion of the driveway on Depot Street. A temporary construction easement will encumber an additional 316 square feet for two (2) years.



RESOLUTION 2019 / 44

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

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

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

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

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

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

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

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

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

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

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

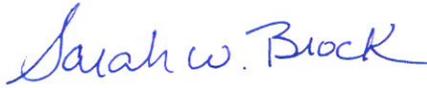
IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways,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

Adopted this 18th day of November, 2019.

COUNTY COUNCIL OF BEAUFORT
COUNTY

By: 
Stewart H. Rodman , Chairman

Attest:


Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend approval to Council of a Resolution to accept the USDA Composting and Food Waste Reduction Program grant in the amount of \$273,600 for a County pilot compost program.
MEETING NAME AND DATE:
Public Facilities & Safety Committee Meeting - April 22, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E. - Assistant County Administrator - Infrastructure Neil Desai, P.E. - Public Works Director (5 mins)
ITEM BACKGROUND:
Beaufort County's Solid Waste & Recycling Department applied for the USDA Composting and Food Waste Prevention Reduction Program grant in the summer of 2023. The grant funds will help the Solid Waste Department create a pilot compost program. The grant was awarded on January 26, 2024.
PROJECT / ITEM NARRATIVE:
The Solid Waste and Recycling Department has been looking for opportunities to limit the amount of organic material that makes it into our waste stream. By collecting food waste from the source, we can begin to divert it from entering the waste stream and through processing, can create a compostable material. The pilot project would provide for the collection of food waste from residents and restaurants, implement an educational campaign, and purchase an in-vessel composting machine to process the material. This pilot would be a small-scale project to prove proof of concept. If successful, we will explore ideas on how to expand the program.
FISCAL IMPACT:
The grant is a 75/25 match: 75% from USDA and 25% from Local Match. The grant award is for a total \$273,600. The County's match of \$68,400 will be from Solid Waste funds in account 2555-10-0000-43780. The duration of the project is expected to run for the next two years (FY25-FY26). It is anticipated that \$50,000 of the local match will be expended in FY 25 and the remaining in FY 26. Funds for the first \$50,000 in expenses have been budgeted for in the FY 25 budget.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Resolution to accept the USDA Composting and Food Waste Reduction Program grant in the amount of \$273,600.00 for a County pilot compost program.
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the Resolution to accept the USDA Composting and Food Waste Reduction Program grant in the amount of \$273,600.00 for a County pilot compost program. <i>(Next Step –Move to County Council 5/13/24.)</i>

RESOLUTION 2024 /__

A RESOLUTION TO ACCEPT THE COMPOSTING AND FOOD WASTE REDUCTION PROJECT COOPERATIVE GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) FOR THE AMOUNT OF \$273,600 FOR THE SOLID WASTE AND RECYCLING PILOT COMPOST PROGRAM

WHEREAS Beaufort County Solid Waste and Recycling Department aims to reduce the amount of organic material that enters our waste stream; and

WHEREAS composting is a more sustainable approach to disposing of organic material as it saves room in the landfill and creates a marketable by-product that can be reintroduced into our food production life cycle; and

WHEREAS by developing a program that collects food waste from the source, hauling, and disposal costs for the County can be reduced; and

WHEREAS Beaufort County Solid Waste and Recycling Department applied for funding to meet South Carolina Waste Diversion goals on June 15th, 2023 for the amount of \$273,600; and

WHEREAS Beaufort County Solid Waste and Recycling was awarded \$273,600 from the USDA Composting and Food Waste Reduction Project, with a \$68,400 match from the County; 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 Composting and Food WASTE Reduction cooperative agreement from the USDA for the amount of \$273,600.00 for the Beaufort County Pilot Composting Project.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

Item 14.

1. Award No. 2024-70510-41958	2. Amendment No.	3. Proposal Number 2023-12444	4. Period of Performance 06/01/2024 through 05/31/2026	5. Type of Instrument Cooperative Agreement
6. Type of Action New	7. CFDA Number 10.935	8. FAIN 20247051041958	9. Method of Payment ASAP 70510419587051023000	10. CRIS Number 1031787

11. Authority. 7 U.S.C. 6923, Section 12302 of P.L 115-334, Composting and Food Waste Reduction cooperative agreement pilot program

12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 805 Pennsylvania Ave Kansas City, MO 64105	13. Awardee Organization COUNTY OF BEAUFORT BEAUFORT, SC 29901
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14. Program Point of Contact: Lydia Kaume Telephone: 000-000-0000 lydia.kaume@usda.gov	Administrative Point of Contact: Jenifer Denison Telephone: 208-512-5069 jenifer.denison@usda.gov	15. Project Director/Performing Organization Victoria Hoffman COUNTY OF BEAUFORT Beaufort, SC 29902-4453
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16. Funding:	<u>Federal</u>	<u>Non-Federal</u>	17. Funds Chargeable	<u>Amount</u>	<u>FY-TAS-FDC</u>	<u>Amount</u>
Previous Total	\$0.00	\$0.00	<u>FY-TAS-FDC</u>			
+ or -	\$273,600.00	\$68,400.00	21-12X0502-70510	\$273,600.00		
Total	\$273,600.00	\$68,400.00				
Grand Total	\$342,000.00					

18. Title of Proposal
Beaufort County- Organics Diversion Pilot Program

PROVISIONS

This Award incorporates the following:

- Funds in the amount of \$273,600 are withheld pending NIFA's receipt of a counter-signed Award Face Sheet (NIFA Form 2009). The Authorized Representative's signature certifies two requirements. First, that the recipient understands and accepts the Cooperative Agreement as represented in Attachment A. Second, that the recipient understands their responsibility in ensuring the program's 25% matching condition is met per the requirements and standards in 2 CFR 200.306 and that match documentation must be available upon request for audit purposes. Once signed, return a PDF copy of the Award Face Sheet to awards@usda.gov and the Administrative Point of Contact listed in Block 14 above. Award funds will not be made available until the counter-signed document is received.
- In addition to the Cooperative Agreement, as applicable, the March 2024 USDA/FPAC General Award Terms and Conditions (available at <https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>) and January 2024 USDA/NIFA Research Terms and Conditions (available at: <https://www.nifa.usda.gov/grants/regulations-and-guidelines/terms-conditions>) apply.
- Indirect cost recovery has been voluntarily waived by the applicant as evidenced by the application budget submitted.
- Failure to submit complete, accurate, and timely reports may result in possible award delays or enforcement actions. Federal Financial SF-425 forms are to be sent to awards@usda.gov. Project progress reports are to be completed in the REEport portal located at <https://portal.nifa.usda.gov>. Questions regarding access to REEport should be directed to electronic@usda.gov. Additional information regarding grant management and closeout can be found at: <https://www.nifa.usda.gov/grants/lifecycle/post-award> and <https://www.nifa.usda.gov/grants/lifecycle/close-out>.
- The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

Typed Name Mark Heap Authorized Departmental Officer	Signature MARK.HEAP	Date 03/28/2024
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FOR THE PERFORMING ORGANIZATION

Signature of person authorized by the governing body of the performing organization to incur contractual obligations.
Signature indicates acceptance when a cooperative agreement is cited in Type of Instrument (block 5) above.

Typed Name and Title	Signature	Date
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**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

Item 14.

1. Award No. 2024-70510-41958	2. Amendment No.	3. Proposal Number 2023-12444	4. Period of Performance 06/01/2024 through 05/31/2026	5. Type of Instrument Cooperative Agreement
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Previous Total	\$0.00	\$0.00				
+ or -	\$273,600.00	\$68,400.00	21-12X0502-70510	\$273,600.00		
Total	\$273,600.00	\$68,400.00				
Grand Total	\$342,000.00					

18. Title of Proposal
Beaufort County- Organics Diversion Pilot Program

PROVISIONS

- asapcustomerservice@usda.gov.
- Prohibition against using funds under Grants and Cooperative Agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>.
 - Form AD-1048 or other NIFA approved format must be completed by the approved consultant(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA (available at: <https://www.usda.gov/sites/default/files/documents/ad-1048.pdf>).
 - Equipment and/or other property acquired under this award is subject to requirements of award terms and conditions and 2 CFR 200.310-316 Property Standards.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

United States Department of Agriculture
National Institute of Food and Agriculture

COOPERATIVE AGREEMENT No. 2024-70510-41958

Between

COUNTY OF BEAUFORT

and the

U.S. DEPARTMENT OF AGRICULTURE

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE (NIFA)

and the

OFFICE OF URBAN AGRICULTURE AND INNOVATIVE PRODUCTION (OUAIP)

I. Introduction and Purpose:

The U.S. Department of Agriculture (USDA) is committed to addressing the problem of food loss and waste through its programs, policies, and guidance. USDA's Office of Urban Agriculture and Innovative Production (OUAIP) was formed through the 2018 Farm Bill to improve USDA's support for urban and innovative farming operations through cooperative agreements and oversees the Compost Food Waste and Reduction (CFWR) Pilot Program. The National Institute of Food and Agriculture (NIFA) ' is part of USDA's Research, Education, and Economics (REE) mission area. The agency administers federal funding to address the agricultural issues impacting people's daily lives and the nation's future.

OUAIP, in partnership with NIFA will be managing the FY23 CFWR awards to enhance cross-agency support for awardees and allow for interagency data collection and strategic collaboration of composting and food loss and waste issues at the national level. The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans.

The United States Department of Agriculture (USDA) and the County of Beaufort in South Carolina hereafter referred to as the Cooperator, enter into this agreement and work cooperatively as they develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans towards completion of the purposes and activities outlined in the County of Beaufort's CFWR Application entitled: Beaufort County- Organics Diversion Pilot Program

South Carolina's Department of Health and Environmental Control's (SCDHEC) 2022 Solid Waste Management Annual Report recommended local government's maximize food waste reduction and recovery. Nationally, U.S. Department of Agriculture (USDA), the U.S. Environmental Protection Agency (EPA) and the U.S. Food and Drug Administration (FDA) has set a goal of reducing food loss and waste by 50% by 2030. Beaufort County has made a commitment to re-evaluate its solid waste management program to meet SCDHEC and national food loss and waste goals. The County currently has no access to composting infrastructure. This investment will support development of a plan to allow the County to explore their capacity to operate, finance, and retain participation in a county-wide organics program. The key objectives of this project are to: (i) increase residential education; (ii) encourage food waste prevention; (iii) produce nutrient-rich compost; and (iii) protect agricultural lands and culture through the promotion of sustainable agriculture practices. Through the education and investments of this pilot program, Beaufort County residents will directly benefit. These benefits include, utilizing high-quality compost to improve the quality of their soils aiding in water retention; promote crop growth, and reduce greenhouse gases associated with landfill disposal. To bring the pilot program plan to fruition and ensure its success, the County will collaborate with local stakeholders and formalize partnerships with a local composting company, a local organic hauling company and a local consulting firm to assist in the management of the study. The success of the education and outreach program will be measured based on the numbers and outcomes reported by residents and stakeholders, as well as the number of outreach materials produced throughout the program. For the pilot compost program, the quantity organic of materials collected, the compost product produced, and the end-user consumption and use of the product will be documented to assess the program's effectiveness. Other counties with limited access to composting will also be able to use the results of this study to help develop and implement their own food waste diversion programs.

II. Authority:

The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923. Funding was made available by the American Rescue Plan Act of 2021, Public Law 117-2. NIFA is authorized to enter into this agreement pursuant to Section 1006 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), as amended by Section 22007 of the Inflation Reduction Act of 2022 (Pub. L. 117'169), and 7 U.S.C. 3318(c) pertaining to cooperative agreements.

III. Agreement:

NIFA alongside OUAIP will coordinate the substantial federal involvement required by this agreement on behalf of USDA.

A. It is agreed that the County of Beaufort ('cooperator'), NIFA, and OUAIP, together referred to as the 'Parties,' will cooperate for their mutual benefit to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans as outlined in the cooperator's Composting and Food Waste Reduction CFWR Application. This agreement will be effective from June 1, 2024, through May 31, 2026.

B. The signatories hereby certify that they have authority to enter into this agreement, and by their signatures do hereby enter into this agreement. NIFA Award Face Sheet will be the official award and obligating document. NIFA Authorized Departmental Officer and the cooperator's signatory will be required to both sign the award Face Sheet for a legally binding agreement.

IV. Funding Information:

County of Beaufort's UEI is XFSKWHHQM58 and EIN is 57-6000311.

V. Points of Contact:

A. For USDA Programmatic Contact: Program Leader listed in block 14 of the NIFA Award Face Sheet.

B. For USDA Administrative Contact: NIFA's Authorized Departmental Officer (ADO) listed in block 14 of the Award Face Sheet.

C. For County of Beaufort: Victoria Hoffman, Solid Waste & Recycling Program Manager, (843) 255-2735, victoria.hoffman@bcgov.net, or their designee or successor will serve as lead Project Director.

D. For County of Beaufort: Christine Webb, Finance Compliance Director, (843) 812-3947, christine.webb@bcgov.net, or their designee or successor will serve as the Authorized Representative (AOR).

VI. Responsibilities of the Parties:

A. County of Beaufort agrees to:

1. Assure and certify that in addition to terms stated in this cooperative agreement it has and/or will comply and require subrecipients to comply with the requirements contained in the NIFA Research Terms and Conditions for Grants and Cooperative Agreements, as well as the reporting requirements specified below.

2. Participate in ongoing coordination with USDA in the planning and delivery of activities.

3. Carefully manage project funds to complete deliverables, as outlined in the grant application.

4. Share Cooperator expertise and experiences with other cooperators and USDA to better inform USDA's approach to addressing food loss and waste.

5. Reporting: Financial

a. NIFA requires all cooperators to submit a Federal Financial Report Form SF-425, annually no later than 90 days after the award anniversary date. The final SF-425 is due no later than 120 days after the termination date of the grant. The form should be emailed as a PDF attachment to both: awards@usda.gov and urbanagriculture@usda.gov. All questions relating to the SF-425 reports should be directed to the Administrative Contact listed in block 14 of the Award Face Sheet.

b. NIFA requires all cooperators to submit a Project Financial Report through REEport on an annual basis, due February 1st of each year. Assistance for submitting online forms through REEport should be directed to REEport Customer Service at electronic@usda.gov

6. Reporting: Annual Progress

a. NIFA requires all cooperators to submit an annual technical progress report through REEport, due within 90 days after the award anniversary date. Progress reports must cover only the most recent annual budget period and should adequately describe the project's progress toward performance objectives and clearly highlight the major accomplishments achieved during the reporting period.

b. OUAIP requires OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, must be submitted to urbanagriculture@usda.gov annually, due within 90 days after the award anniversary.

7. Reporting: Final Technical Report

a. NIFA requires all cooperators to submit a final technical progress report through REEport, due within 120 days of the expiration of the award. The final progress report are required to cover the duration of the project, from start to end date. Reports should adequately describe how performance objectives were achieved and highlight the major accomplishments and non-technical impacts of the project.

b. OUAIP requires all cooperators to submit a final OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, to urbanagriculture@usda.gov within 120 days of the expiration of the award.

B. The USDA agrees to:

1. Assign a NIFA National Program Leader (NPL) with appropriate expertise who will monitor the project, make recommendations concerning planning and procedures to be followed, and ensure that objectives are being fulfilled.

2. Provide funds in the amount of \$273,600 in this funding authorization under the U.S. Department of Treasury Autom

Standard Application for Payment (ASAP) system. The total cost to NIFA under this Agreement will not exceed \$273,600.

3. Reimburse the Cooperator for allowable, allocable, and reasonable costs as specified on the Award Face Sheet, Form NIFA-2009 and the approved budget. Tuition remission is unallowable.
4. Provide guidance in the evaluation process and other technical assistance as needed.
5. Collaborate with the cooperator in evaluating, accepting and achieving the milestones for the project as proposed by the cooperator.
6. Provide technical direction to the overall program, as well as the individual program elements as it is determined to be necessary and appropriate by USDA.
7. Participate during the full duration of the project and will have continuing rights to conduct ongoing negotiations with the cooperator regarding the technical direction of the work conducted under this agreement.
8. Attend meetings and participate in the formation and direction of scope of the key development activities.
9. Ensure the Program Leader named in block 14 of the NIFA Award Face Sheet will participate in the development, review and approval of all statements of work, including subcontractor statement of work, prior to execution of any subcontract.
10. Review technical progress reports and provide input to these reports as deemed necessary. USDA will use these reports to evaluate the cooperative agreement deliverables; thus, providing an additional measure of technical progress.
11. Collaborate with the cooperator in the allocation of funds budgeted for this agreement. Further as work progresses, funding needs may change and depending upon availability of funds, as appropriate. USDA will work with the cooperator to reallocate funds budgeted between different programs and projects, if necessary.
12. Monitor all phases of the cooperator's activities, including the participation in the cooperator's review of its contractors' and subawardees' activities and review of the contractors' and subawardees' reports to the cooperator.
13. USDA will actively participate in the cooperator's process of reviewing and approving each phase of the proposed programs and projects.

C. It is mutually agreed that:

1. This Agreement shall be deemed effective as of June 1, 2024, and shall remain in effect until May 31, 2026, unless extended by mutual consent.
2. USDA's NIFA will utilize its normal payment management system to make the federal financial assistance funding available to the cooperator. After the agreement is fully signed and the federal funds are recorded as an obligation, NIFA will authorize the agreement amount in the Department of Treasury application known as the Automated Standard Application for Payments (ASAP) system. NIFA will also provide to the cooperator enrollment instructions for the ASAP system through which the cooperator will access their funding. The cooperator may obtain assistance with the ASAP system from NIFA at asapcustomerservice@usda.gov. For more information on the amounts and timing of ASAP drawdowns, see 2 CFR Part 200.305, 'Federal payment.' Funds must be drawn on an as-needed basis only. Should there be unobligated funds remaining at the conclusion of the project, such funds shall be refunded to the NIFA-USDA and any undrawn authorization under the ASAP System shall be revoked.
3. Provisions of the approved proposal on which this Agreement is based that may not be explicitly stated herein are considered an integral part of this Agreement.
4. The provisions of Executive Order No. 11246 dated September 24, 1965, Sec. 202, para. (1) through (7) are made a part of this Agreement. As appearing throughout these paragraphs, the word "contract" shall be construed to mean "agreement" and the word "contractor" shall be construed to mean County of Beaufort.
5. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
6. All travel using Federal funds must be directly related to the work required under this agreement. All travel must comply with 31 U.S.C. ' 1345, Federal Travel Regulations, and applicable cost principles.
7. This agreement may be amended at any time by mutual written agreement of the parties and will be amended in writing by the Authorized Departmental Officer.
8. Nothing in this agreement may be interpreted to imply that USDA endorses any product, service, or policy of the cooperator or the cooperator's partners, contractors, and/or subawardees. The cooperator will not take any action or make any statement that suggests or implies an endorsement.
9. As a condition of this Cooperative Agreement, the recipient assures and certifies that it is in compliance with, and will comply in the course of the Agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements specifically stated in this agreement and otherwise applicable. These regulations include the protection of human subjects with the requirements set out in 7 CFR 1c.103 and in the Department of Health and Human Services regulations in 45 CFR part 46, as amended, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.
10. In accordance with 2 CFR part 418, the recipient (and any subtier recipient) is prohibited from making any payments from Federal funds for lobbying a Member of Congress, an officer or employee of Congress, an employee of Congress or any Federal agency in connection with the awarding, renewal, extension, continuation, amendment or modification of a part

contract, cooperative agreement, grant, or loan. If any lobbying activity from non-appropriated funds occurs and the application or award action exceeds \$100,000, then the recipient (and any sub-tier recipient, if applicable) must file certification and disclosure forms (instructions found in Appendix A & B of 2 CFR part 418). Primary recipients are required to collect the certification and disclosure forms from their sub-tier recipients and submit them to NIFA-USDA. If required as stated above, certification and disclosure forms must be executed before an award action which exceeds \$100,000 is made.

11. Pursuant to the provisions of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 417, subpart C, the recipient agrees as a condition of this award that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction, unless specifically authorized by NIFA-USDA.

12. Recipient must comply with applicable National Policy Requirements attached to all NIFA awards and listed here on this link, <https://www.nifa.usda.gov/nifa-21-002-appendix-i-national-policy-requirements>. For questions regarding applicability contact the Program Leader identified listed in block 14 of the NIFA Award Face Sheet.

13. Pursuant to the provisions of 2 CFR Part 421, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), you as the recipient must comply with the Drug-Free workplace requirements in Subpart B or (Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 8101-8106).

14. Except as otherwise provided in the terms and conditions of this Agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable material developed in the course of or under this Agreement, but the Federal sponsoring agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

15. This award, and sub-awards at any tier under this award, shall be governed to the extent applicable by the provisions of 2 CFR Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. The OMB guidance found in subparts A through F of 2 CFR part 200 is both adopted and supplemented in 2 CFR part 400. Part 400, along with the adopted 2 CFR part 200, acts as USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow up. In addition, this award or agreement is governed by the following administrative provisions: (a) 2 CFR 415, General program administrative regulations (b) 2 CFR 416, General program administrative regulations for grants and cooperative agreements to state and local governments In addition to any other terms and conditions attached hereto, or stated herein, recipients of awards shall be bound by the Administrative Provisions established for particular programs.

16. The substantial involvement by USDA under this agreement will remain in effect for the term of the cooperative agreement award.

17. Work performed pursuant to this agreement may be subject to the National Environmental Policy Act (NEPA). If applicable, prior to any ground-disturbing activities related to NRCS funding, the awardee must work with NRCS staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend to Council to award a contract to J.H. Hiers Construction for RFP # 032124 Dirt Road Paving Contract #55 in the amount of \$2,966,517.00.
MEETING NAME AND DATE:
Public Facilities and Safety Committee – April 22, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure (5 mins)
ITEM BACKGROUND:
On February 16, 2024, Beaufort County published RFP # 032124 Dirt Road Paving Contract #55 requesting qualifications for the design and construction of all aspects and scope of James D. Washington Rd, Leo Green Dr, and Dolphin Watch Pt. On March 21, 2024, The County received 2 proposals. J.H. Hiers Construction was ranked the highest and upon review, their proposed bid was acceptable.
PROJECT / ITEM NARRATIVE:
Resolution 2019/24 established a 5-year Dirt Road paving program. Resolution 2021/1 amended this resolution. The project will consist of design and construction services for the roads included in the proposal. Year five of the program includes James D. Washington Rd, Leo Green Dr, and Dolphin Watch Pt. An alternate for the design of Fredricka Taylor Ln was included.
FISCAL IMPACT:
The contract fee is for design, materials, and construction of the base scope roads in the amount of \$2,541,846.00. The design of the alternative, Fredericka Taylor Ln, is included for the amount of \$37,734.00. Staff recommends a 15% contingency of \$386,397.00, bringing the project's total cost to \$2,966,517.00. The funding for this project will be TAG Road Improvements account #2342-30-0000-54500 with a current balance of \$3,601,556.76.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award to J.H. Hiers Construction for RFP # 032124 Dirt Road Paving Contract #55.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to award J.H. Hiers Construction for RFP # 032124 Dirt Road Paving Contract #55. <i>Next Step: Move forward to County Council on 5/13/24 to award J.H. Hiers Construction for RFP # 032124 Dirt Road Paving Contract #55.</i>

Beaufort County Dirt Road Contract #55			
RFP 032124			
Summary Score Sheet			
Evaluators	Name of Company	Name of Company	Name of Company
	<u>APAC Atlantic</u>	<u>J.H. Hiers</u>	
Bauer	87	96	
Bratz	97	100	
Harriott	90	100	
Larson	85	88	
TOTALS:	359	384	0
1. J.H. Hiers	384		
2. APAC Atlantic	359		



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval to Council of a request to purchase a Tek84 Body Scanner for the Detention Center (\$207,000)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – April 22, 2024
PRESENTER INFORMATION:
John Robinson, Interim County Administrator (5 mins)
ITEM BACKGROUND:
On February 13, 2023, a proposal was received from Tek84 for the Intercept Tek84 Body Scanner for the Detention Center, in the amount of \$207,000. During the SCDHEC permit application process, we also became aware of a new Federal Subaward for the Tek84 Body Scanner that would cover up to \$218,700 of the equipment purchase price. We are in the process of applying for this Subaward according to the SCDHEC requirements.
PROJECT / ITEM NARRATIVE:
Beaufort County Detention Center wishes to add the Tek84 Body Scanner as part of the booking process for inmates. The X-ray body scanner detects the presence of drugs and other forms of contraband both internally and externally on the body. The total funds requested are the bid amount (plus a contingency) (\$207,000 + \$20,700 = \$227,700) Purchasing has not submitted a draft contract to Legal. This will occur after contract award.
FISCAL IMPACT:
\$227,000. Funding comes from Detention Center Fund, 1040-80-1250-54300. Current account balance is \$750,500.00
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the purchase of a Tek84 Body Scanner for the Detention Center in the amount of \$207,000 with a \$20,700 contingency fund for a total of \$227,700.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award Tek84 for Detention Center Body Scanner. <i>Next Step: Move forward to County Council to award Tek84 for Detention Center Body Scanner.</i>



Quote

March 29, 2024

Colonel Quandara Grant
Beaufort County Sheriff's Office
2001 Duke Street
Beaufort SC
843-255-5218

QUO 2023-02-13 R3

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan (2) Your agency's logo on the scanner as well as on each scan report. (3) Training by a medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time grab or your JMS database to upload the current list of subjects currently and previously in your facility. (5) 1 year parts and labor warranty

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to Beaufort SC	\$ 3,500.00	\$ 3,500.00
1	INT-WARRANTY	Initial One (1) Year Parts and Labor on Entire System from Time of Delivery	Included	\$ -
1	INT-Training	2.5 days Formal, classroom, on-site	Included	\$ -
		OPTIONAL		
1	INT-PN 13282	Bundled ICI Thermal Scanner - For Temperature Scanning	\$ 20,000.00	\$ 20,000.00
5	INT-EXT-WAR	Years of Additional Warranty Starting Month 13	\$ 8,900.00	\$ 44,500.00
		*\$8900/yr if selected at the time of initial purchase	disco	\$ (4,500.00)
		Total		\$ 207,000.00 **

** Up to Five Additional years of addition warranty can be purchased. (Indicate as necessary)

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at www.Tek84.com.

This quote will expire on: 05/28/24
Delivered-at-place: Beaufort SC
Terms: Net 30
Taxes: Circle one Exemption certificate attached Tax rate provided here:
*if taxes apply, please request updated quote

Accepted By:
Printed Name and Title: _____
Authorized Signature _____
Date _____

Prepared by:
Margo McNeely, Regional Sales Manager

3/29/2024

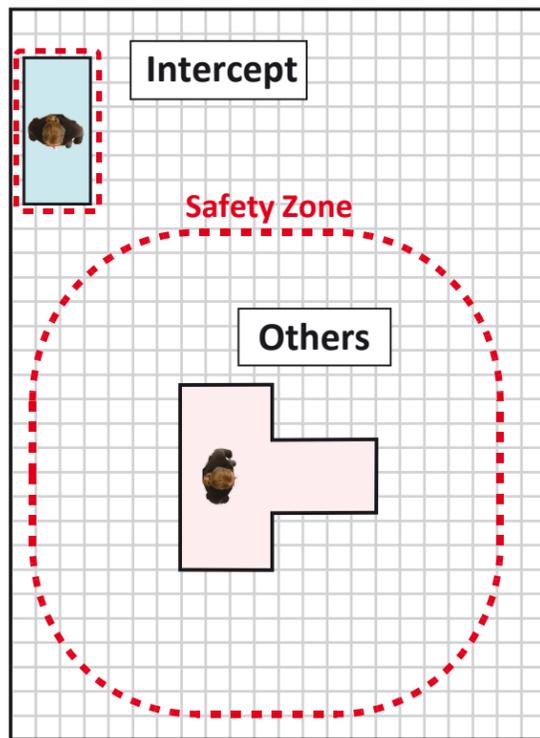
INTERCEPT™

Quick, Convenient, Reliable

Ultra-Small Footprint and Safety Zone

Intercept is extremely compact, requiring a floor space of only 34" x 72". Other body scanners require three times this area. But more important is the **Safety Zone**, where bystanders & operators must be excluded during operation. The Safety Zone for Intercept is nothing more than the scanner footprint. The Safety Zone for other scanners is enormous, 5 to 8 feet away in all directions.

The small footprint, no additional Safety Zone and easy movement allows Intercept to fit just about anywhere. Many facilities even operate Intercept in a hallway, with nothing more than a standard wall plug being needed.



Each square = one foot



Intercept is shipped fully assembled and can be pushed through standard doorways. A typical installation is less than 2-hours. Other body scanners must be shipped on multiple pallets and built at the site over several days.

Intercept™ Specifications

Physical

Footprint: 34" x 72" (86 x 183 cm)
 Height: 90" (211 cm) Assembled
 79" (201 cm) top removed for transport
 Weight: 720 lbs (328 kg)

Electrical

Power: 100/120/230 VAC, 50/60 Hz, 800 watt
 Tolerant of poorly regulated power

Environmental

Operating: 32-120°F (0-50°C)
 Humidity: Less than 95%, noncondensing

Radiation Safety

Dose: General-use: 0.25 uSv (25 uRem) per scan, suitable for daily screening;
 Limited-use: up to 2.0 uSv (200 uRem) per scan, suitable for weekly screening;
 effective dose to subject measured in accordance with ANSI/HPS N43-17-2009
 Leakage: Inspection zone is the scanner footprint;
 <20 uGy (2 mR) in any 1 hour
 Standards: Complies with ANSI/HPS N43.17-2009 (Body Scanner Radiation Safety)
 Complies with ANSI/IEEE N42.47-2010 (Body Scanner Image Quality)

Intercept is protected under U.S. patents: 10,481,295, 10,705,244, 10,705,245, and 10,845,500. International and other U.S. patents pending.

INTERCEPT™ Item 16.



Full Body Scanner– External and Internal



Detects both metallic and nonmetallic threats, including weapons, drugs, cell phones and other contraband. Screens from below the feet to above the head, revealing items under the clothing and within the body.

- ✓ Widely used in US jails
- ✓ Subject doesn't move
- ✓ Quick 3.8 second scan
- ✓ Ultra-small footprint
- ✓ 2-hour installation
- ✓ Photo ID tied to scan
- ✓ Buy with Covid ARP funds!!



13495 Gregg Street, Poway, CA 92064
 858-676-5382 Sales@Tek84.com

Tek84 develops and manufactures high-technology security products for screening and surveillance. For over three decades we have pioneered the use of ultra-low-dose x-ray imaging. Our products rapidly & safely screen for weapons, explosives, drugs, and other contraband. Our engineers created the world's first body scanner (1991); highest resolution surveillance camera (2001); the first drive-through car bomb detection portal (2009); and Intercept, the first inmate scanner with vertical scanning technology (2018).



INTERCEPT™

Internal and External Threat Detection

Easy to use – Widely Accepted

More than 2,000 jails, prisons and other detention facilities rely on x-ray body scanners to search inmates. The subject simply stands on the Intercept stationary platform for a quick 3.8 second scan. Instantly, a detailed x-ray image appears on the high-resolution monitor, showing objects hidden under the clothing and within body cavities.

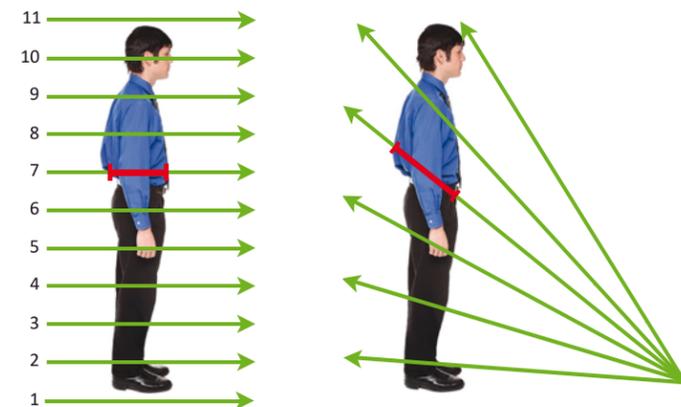
Extremely Safe – Regulated by the FDA

Airport body scanners only detect items hidden under the clothing, not within the body. Intercept is different, transmitting a weak x-ray beam completely through the subject. The scanned images appear similar to medical exams, but use less than 1% of the x-ray level. Federal safety standards allow each person to be screened up to 1,000 times per year on the lowest setting, allowing daily use. Intercept's highest setting produces more detailed images, with up to 125 scans per year.

Better Images, Lower Dose, No Distortion

As shown below, Intercept's scanning beam passes through the person directly from back to front. This is the shortest distance possible through the body, about 11 inches in thickness. In contrast, other products scan at an *angle*, requiring the beam to pass through about 16 inches of tissue. This five inches of extra thickness has a devastating effect on image quality and dose, making a 140 lbs person look like 300 lbs!

Just as important, this means that Intercept's images have no distortion; the belly button appears directly in front of the small of the back, as it should. With angled x-ray scanning, the belly button appears at the same location as the shoulder blades, making image analysis extremely difficult.



The Intercept beam passes through about 11 inches of body tissue in the torso.

Other scanners use an angled path, making the beam pass through about 16 inches.

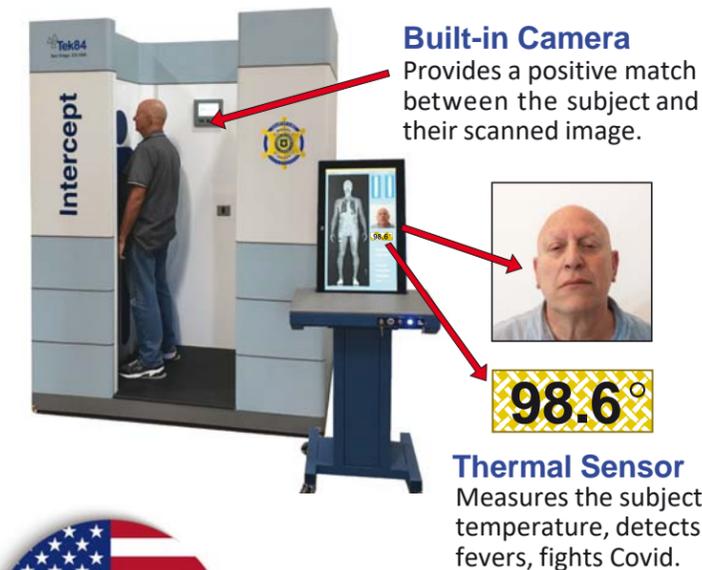


A typical image from Intercept on the lowest setting, 0.25 uSv. Items: teeth fillings, neck chain, object in shoe heel, ring and zipper. Intercept can operate at up to 200 uRem for even better image quality.

The Critical Difference: Vertical Scanning

Intercept is a true breakthrough. Other scanners require the person to stand for 7-14 seconds on a moving conveyor belt or platform, transporting them *horizontally* through the x-ray beam. Intercept's patented technology is different; the subject remains stationary, while the scanning apparatus moves *vertically* around them. Why is this better?

- **Best image quality, lowest dose.** Because the beam always passes through the minimum body thickness.
- **Subject safety.** Subjects are often handcuffed, intoxicated, and/or combative. The last place you want them standing is on moving equipment.
- **A quick 3.8 second scan.** Other body scanners require 7-14 seconds, the fastest you can move a person on a conveyor.
- **Ultra-small footprint.** At only 34" deep and 72" wide, Intercept can fit just about anywhere. The footprint of other scanners needs to be about 8' x 8' to move the person.
- **Ultra-small safety zone.** Federal standards require a safety zone around body scanners, where operators and bystanders are prohibited during operation. This is typically a 20' diameter circle around other scanners. Intercept's unique construction allows sophisticated internal radiation shielding, making the safety zone nothing more than the *footprint of the scanner*.
- **Easy installation and relocation.** Intercept installs like a refrigerator. It ships fully assembled on wheels, rolls through standard doorways, and plugs into a standard wall socket. A typical installation is 2-hours. Other scanners are too large to install this way; they ship on multiple pallets and build on site.



Tek84 proudly makes Intercept in the USA. Competing products are imported from China, Brazil, Belarus & Western Europe.

Case Study: Internal Detection of Drugs

An actual seizure from a US Jail in 2020. A ro Item 16. at booking showed a dark anomaly, consistent with an object concealed in the rectum. When confronted, the subject removed two balloons, one containing cannabis gummies and the other sleeping pills.



Join Hundreds of Jails & Prisons Using CARES and ARP Funds to Buy Body Scanners

Intercept detects concealed threats while reducing Covid transmission— making it an ideal purchase for your unused CARES and American Rescue Plan funds. One staff member can screen up to 180 subjects per hour while maintaining the required 6-foot Covid-safe distance. An FDA approved thermal camera measures the body temperature of each subject to provide indication of Covid-19 and other infections.



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