

Finance Committee Beaufort County, SC

This meeting will be at the County Council Chambers, 100 Ribaut Road, Beaufort and virtually through Zoom

#### Monday, June 20, 2022 2:00 PM

#### AGENDA

#### **COMMITTEE MEMBERS:**

MARK LAWSON, CHAIRMAN GERALD DAWSON STEWART RODMAN CHRIS HERVOCHON, VICE CHAIRMAN BRIAN FLEWELLING

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF MINUTES- May 16, 2022
- 6. CITIZEN COMMENTS (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)
- 7. DIVISION UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, DALE BUTTS

#### AGENDA ITEMS

- 8. DISCUSSION AND PRESENTATION OF YEAR-TO-DATE FINANCIAL STATEMENTS FOR 2022, CHIEF FINANCIAL OFFICER, HAYES WILLIAMS
- 9. PRESENTATION OF THE 2022-2023 MARKETING PLAN FOR THE GREATER BEAUFORT- PORT ROYAL CONVENTION AND VISITORS BUREAU
- 10. RECOMMEND APPROVAL OF A RESOLUTION AMENDING THE BEAUFORT COUNTY PERSONNEL HANDBOOK SECTION 4.1.2 "HOLIDAYS" (FISCAL IMPACT: WILL BE DETERMINED YEARLY IF THE HOLIDAY IS OBSERVED)
- 11. RECOMMEND APPROVAL OF A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN NECESSARY DOCUMENTS WITH BEAUFORT MEMORIAL HOSPITAL (BMH) FOR THE FUNDING AND LAUNCH

OF A PILOT PROGRAM TO ENHANCE THE NURSING WORKFORCE (FISCAL IMPACT: THIS PROGRAM IS FUNDED BY ARPA FUNDS- TWO YEAR PROGRAM COST OF \$700,000)

- 12. RECOMMEND APPROVAL OF A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN NECESSARY DOCUMENTS WITH BEAUFORT MEMORIAL HOSPITAL FOR MENTAL HEALTH SERVICES AT THE DETENTION CENTER (FISCAL IMPACT: \$1,000,000 OF ARPA FUNDS; 3 YEAR INITIAL TERM CONTRACT WITH ANNUAL RENEWALS BY CONSENT OF THE PARTIES- BUDGETING \$250,000 ANNUALLY)
- 13. RECOMMEND APPROVAL OF A RESOLUTION TO ADOPT A FEE SCHEDULE FOR PLANNING AND ZONING PERMITS
- 14. BOARD OF ASSESSMENT & APPEALS VACANCIES 4 VACANCIES/ NON DISTRICT SPECIFIC
- 15. ADJOURNMENT

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

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



Finance Committee Beaufort County, SC

This meeting was both in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

#### Monday, May 16, 2022 2:00 PM

MINUTES

To hear Council's full discussion on a specific topic, or the complete meeting, watch the video stream available on the County's website. <u>https://beaufortcountysc.new.swagit.com/videos/173759</u>

\*\*Items 1-6 are available without audio; part of item 7 is without audio\*\*

#### 1. CALL TO ORDER

Committee Chairman Lawson called the meeting to order at 2:00 PM

#### **PRESENT**

Vice-Chairman D. Paul Sommerville

Council Member Gerald Dawson Council Member York Glover Council Member Chris Hervochon Council Member Alice Howard Council Member Mark Lawson Council Member Lawrence McElynn Council Member Stu Rodman

#### ABSENT

Chairman Joseph F. Passiment Council Member Brian Flewelling Council Member Logan Cunningham

#### 2. PLEDGE OF ALLEGIANCE

Committee Chairman Lawson 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 Lawson 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 Howard, Seconded by Council Member Hervochon to approve the agenda

The Vote: The motion was approved without objection

#### 5. APPROVAL OF MINUTES- April 18, 2022

Motion: It was moved by Council Member Howard, Seconded by Council Member Dawson to approve the minutes from April 18, 2022.

The Vote: The motion was approved without objection

6. CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

No Citizen Comments

#### AGENDA ITEMS

# 7. PRESENTATION OF THE 2022-2023 SOUTHERN BEAUFORT MARKETING PLAN- HILTON HEAD ISLAND/BLUFFTON CHAMBER OF COMMERCE

Presentation of the 2022-2023 Southern Beaufort Marketing Plan- Hilton Head Island/ Bluffton Chamber of Commerce- Ariana Pernice and Ray Deal

#### 8. DISCUSSION AND PRESENTATION OF YEAR TO DATE FINANCIAL STATEMENTS FOR FY 2022

Discussion and Presentation of Year to Date Financial Statements for FY 2022- Chief Financial Officer, Hayes Williams

#### 9. DISCUSSION OF GENERAL FUND- FUND BALANCE

Discussion of General Fund- Fund Balance- Chief Financial Officer, Hayes Williams

# 10. PRESENTATION OF FY2022-2023 BUDGET REQUESTS BY LADY'S ISLAND-ST. HELENA AND BURTON FIRE DISTRICTS.

Presentation of FY2022-2023 budget requests by Lady's Island, St. Helena, and Burton Fire Districts

Fire Chief Kline, Lady's Island/St. Helena Fire District

Fire Chief Rountree, Burton Fire District

#### 11. PRESENTATION OF FY2022-2023 LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY (LRTA) BUDGET

Presentation of FY2022-2023 Lowcountry Regional Transportation Authority (LRTA) budget- Henry Criss, Director of Finance and Administration

#### 12. FY2023 BEAUFORT COUNTY SHERIFF'S OFFICE BUDGET PRESENTATION

Presentation of the FY2023 Beaufort County Sheriff's office budget presentation- Suzanne Cook, Financial Officer

#### 13. FY2023 TREASURER'S OFFICE BUDGET PRESENTATION

Presentation of the FY2023 Treasurer's Office budget presentation- Maria Walls, Treasurer

#### 14. FY2023 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET PRESENTATION

Presentation of the FY2023 Beaufort County School District Budget Presentation - Tonya Crosby, Chief Financial Officer

- Council Member Rodman present

#### 15. RECOMMEND APPROVAL OF AN ORDINANCE TO MAKE APPROPRIATIONS FOR COUNTY GOVERNMENT, SPECIAL PURPOSE DISTRICTS FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023

Presentation of an Ordinance to make appropriations for County Government, Special Purpose Districts for Beaufort County for the fiscal year beginning July 1, 2022, and ending June 30, 2023- Pinky Harriott, Budget Director

**Motion:** It was moved by Council Member Howard, seconded by Council Member Rodman to recommend approval of an Ordinance to make appropriations for County Government, Special Purpose Districts for Beaufort County for the fiscal year beginning July 1, 2022, and ending June 30, 2023

The Vote: The motion was approved without objection

Status: Forward to Council for approval

#### 16. AGENCIES, BOARDS AND COMMISSIONS VACANCIES

Board of Assessment Appeals - 6 Vacancies

#### 17. ADJOURNMENT

Adjournment: 4:22

Ratified:

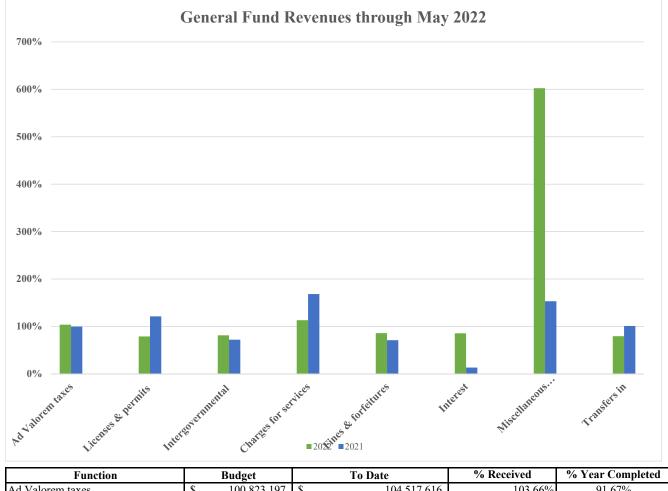


ITEM TITLE:					
Discussion and presentation of year to date financial statements for FY 2022.					
MEETING NAME AND DATE:					
Finance Committee 06/20/2022					
PRESENTER INFORMATION:					
Hayes Williams Chief Financial Officer					
15 Minutes					
ITEM BACKGROUND:					
Discussion and presentation of the year to date financial reports for FY 2022.					
PROJECT / ITEM NARRATIVE:					
Discussion and presentation of the year to date financial reports for FY 2022.					
FISCAL IMPACT:					
None.					
STAFF RECOMMENDATIONS TO COUNCIL:					
Discussion and related questions.					
OPTIONS FOR COUNCIL MOTION:					
N/A					

#### **Executive Summary of Revenues and Expenditures**

Through May 31, 2022

	Genera	l Fund Revenues
Budget FY 2022:	\$	132,662,999
Revenue Collected to Date:	\$	136,283,076
Revenue Collected Over Budget:	\$	3,620,077
Percent of Total Budget Collected:		102.73%
Percent of Year Completed:		91.67%



Function	Budget	To Date	% Received	% Year Completed
Ad Valorem taxes	\$ 100,823,197	\$ 104,517,616	103.66%	91.67%
Licenses & permits	\$ 4,013,750	\$ 3,163,944	78.83%	91.67%
Intergovernmental	\$ 10,108,473	\$ 8,202,884	81.15%	91.67%
Charges for services	\$ 14,135,800	\$ 15,981,170	113.05%	91.67%
Fines and forfeitures	\$ 692,100	\$ 593,285	85.72%	91.67%
Interest	\$ 175,700	\$ 150,017	85.38%	91.67%
Miscellaneous revenues	\$ 290,900	\$ 1,752,193	602.34%	91.67%
Transfers in	\$ 2,423,079	\$ 1,921,967	79.32%	91.67%

#### For revenues with variances over 5% of the year completed, a brief explanation is provided below:

Ad Valorem taxes - exceeding expectations due to increase in transfers of property and building over the last several years.

Licenses & permits - are currently lagging, they should correct by year end.

Intergovernmental - are currently lagging, they should after last payment of State Aid to Subdivisions.

Charges for services - Register of Deeds continues to have a record year.

Fines and forfeitures - expected to continue upward trending.

Interest - rates were still low we expect to make budget by year end.

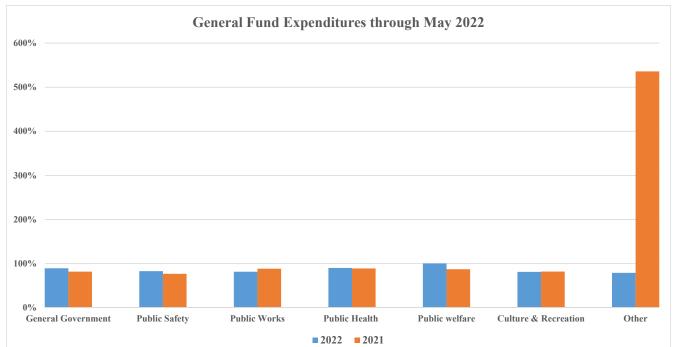
Miscellaneous revenues - increase due to sale of DSN building \$737k, sale of Mrytle Park \$600k sale of Paige Point \$83k.

#### Item 8.

#### **Executive Summary of Revenues and Expenditures**

Through May 31, 2022

	<u>General</u>	Fund Expenditures
Budget FY 2022:	\$	132,402,978
Budget carryover from FY 2021:	\$	3,020,000
Amendments and transfers:	\$	1,903,215
Total revised budget FY 2022:	\$	137,326,193
Actual Expenditures to Date:	\$	113,051,649
Encumbrances:	\$	6,738,174
Total Expensed & Encumbered to Date:	\$	119,789,823
Remaining budget FY 2022	\$	17,536,370
Percent of Total Budget Expended:		87.23%
Percent of Year Completed:		91.67%



Expense Analysis				
Function	Budget	To Date	% Received	% Year Completed
General Government	\$ 55,470,183	\$ 49,678,922	89.56%	91.67%
Public Safety	\$ 51,089,911	\$ 42,427,457	83.04%	91.67%
Public Works	\$ 11,572,682	\$ 9,462,034	81.76%	91.67%
Public Health	\$ 3,491,577	\$ 3,151,672	90.27%	91.67%
Public Welfare	\$ 633,849	\$ 637,248	100.54%	91.67%
Culture & Recreation	\$ 14,644,603	\$ 11,916,259	81.37%	91.67%
Capital Outlay	\$ -	\$ 2,179,100		91.67%
Other	\$ 426.388	\$ 337,131	79.07%	91.67%

For expenditures with variances over 5% of the year completed, a brief explanation is provided below:

Public Safety - these departments are trending lower than expected.

Public Works - these departments are trending lower than expected.

Public Welfare - some departments are running slightly higher than expected.

Culture & Recreation - Libraries, Parks and recreation expeditures are trending lower than expected.

Capital Outlay -Budget to be allocated based on surpluses after year end.

Other - Represents spending from Beaufort Economic Development Corporation.

#### Beaufort County

Detail of Revenues - General Fund For the Period July 1, 2021 - May 31, 2022

	Approved Budget 6/30/2022	Revised Budget 6/30/2022	Actual Spent & Encumbered 5/31/2022	Variances
Ad Valorem taxes				
Current taxes	\$ 89,878,716	\$ 89,878,716	\$ 93,944,438	\$ 4,065,722
Delinquent taxes	1,388,317	1,388,317	2,923,899	1,535,582
Automobile taxes	8,356,164	8,356,164	6,640,789	(1,715,375)
3% & 7% penalties on tax	450,000	450,000	478,990	28,990
5% penalties on tax	750,000	750,000	529,500	(220,500)
Total Ad Valorem taxes	100,823,197	100,823,197	104,517,616	3,694,419
Licenses & permits				
Building permits	1,310,650	1,310,650	1,696,050	385,400
Electricians' licenses	3,000	3,000	-	(3,000)
Mobile home permits	15,000	15,000	19,420	4,420
Marriage licenses	60,000	60,000	64,435	4,435
Cable television franchises	434,300	434,300	225,593	(208,707)
Business license	2,100,000	2,100,000	1,084,641	(1,015,359)
Alcohol beverage license	90,800	90,800	73,405	(17,395)
Total licenses and permits	4,013,750	4,013,750	3,163,944	(849,806)
Intergovernmental State aid to subdivisions	7,269,783	7,269,783	5,538,381	(1,731,402)
Homestead exemption	2,150,000	2,150,000	2,038,600	(1,731,402) (111,400)
Merchants inventory tax	186,310	186,310	186,309	(111,400) (1)
Manufacturer tax exempt program	23,200	23,200	72,277	(1) 49,077
Motor carrier payments	215,000	215,000	196,253	(18,747)
Payments in lieu of taxes	210,000	210,000	82,780	(127,220)
Payments in lieu of taxes - federal	17,000	17,000	7,421	(9,579)
Local assessment fee UBER	8,500	8,500	5,063	(3,437)
Veteran's Officer stipend	5,480	5,480	4,211	(1,269)
Voter regulation and election stipends	11,000	11,000	13,125	2,125
Salary supplements for state	7,200	7,200	5,905	(1,295)
Poll	5,000	5,000	1,020	(3,980)
FEMA grant	-	-	51,539	51,539
Total intergovernmental	10,108,473	10,108,473	8,202,884	(1,905,589)
Charges for services				
Register of Deeds	8,457,900	8,457,900	10,763,899	2,305,999
Sheriff's fees	43,900	43,900	33,020	(10,880)
Probate fees	595,100	595,100	561,401	(33,699)
Solicitor fees	1,600	1,600	-	(1,600)
Magistrate fees	142,000	142,000	103,916	(38,084)
Clerk of Court fees	115,000	115,000	95,834	(19,166)
Family Court fees	274,000	274,000	252,001	(21,999)
Master in Equity fees	291,000	291,000	79,648	(211,352)
Treasurer fees	28,600	28,600	29,043	443
Emergency Medical Service Fees	3,362,500	3,362,500	3,306,951	(55,549)
DSO fees	95,500	95,500	69,723	(25,777)
Animal Shelter fees	5,000	5,000	9,555	4,555
Library copy fees	2,000	2,000	2,788	788
Other fees	7,500	7,500	6,362	(1,138)
Video Production	36,800	36,800	83,875	47,075
Telephone services others	14,500	14,500	591	(13,909)
Detention Center Daywatch	3,300	3,300	-	(3,300)
Hilton Head Island holding facilities	34,800	34,800	-	(34,800)
Payroll services to Fire Departments	13,800	13,800	10,080	(3,720)
Credit card convenience fees	163,700	163,700	51,859	(111,841)
Parks and recreation fees	447,300	447,300	510,649	63,349
Project income		-	9,975	9,975
Total charges for services	14,135,800	14,135,800	15,981,170	1,845,370

#### Beaufort County Detail of Revenues - General Fund For the Period July 1, 2021 - May 31, 2022

	Approved Budget 6/30/2022	Revised Budget 6/30/2022	Actual Spent & Encumbered 5/31/2022	Variances
Fines and forfeitures				
General Sessions fines	11,500	11,500	9,108	(2,392)
Bonds escreatment	15,000	15,000	3,064	(11,936)
Magistrate fines	537,600	537,600	464,990	(72,610)
Other fines	15,000	15,000	-	(15,000)
Library fines	25,000	25,000	36,719	11,719
Forfeiture	3,000	3,000	-	(3,000)
Late penalties - Business Services	85,000	85,000	79,404	(5,596)
Total fines and forfeitures	692,100	692,100	593,285	(98,815)
Interest	175,700	175,700	150,017	(25,683)
Miscellaneous revenues				
Miscellaneous revenues	52,200	52,200	97,473	45,273
Rental of property to others	75,800	75,800	36,226	(39,574)
Sale of County property	162,900	162,900	1,618,494	1,455,594
Total miscellaneous revenues	290,900	290,900	1,752,193	1,461,293
Transfers in				
Transfers in other funds	2,423,079	2,423,079	1,921,967	(501,112)
Total transfers in	2,423,079	2,423,079	1,921,967	(501,112)
Total revenues General Fund	\$ 132,662,999	\$ 132,662,999	\$ 136,283,076	\$ 3,620,077

#### Beaufort County Detail of Expenditures - General Fund For the Period July 1, 2021 - May 31, 2022

	 Approved Budget 6/30/2022	 Revised Budget 6/30/2022	Actual Spent & ncumbered 5/31/2022	 Variances
General Government				
Magistrate's Court	\$ 2,281,963	\$ 2,281,963	\$ 1,938,610	\$ 343,353
Clerk of Court and Family Court	1,610,387	1,751,971	1,314,908	437,063
Treasurer	2,276,591	2,276,591	2,015,541	261,050
Solicitor	1,887,500	1,887,500	1,887,500	-
Probate Court	944,724	944,724	761,492	183,232
County Council	977,085	1,102,085	784,586	317,499
Purchase of land - Dowling Lots	-	1,900,000	1,904,590	(4,590)
Auditor	1,136,470	1,136,470	982,694	153,776
Coroner	794,875	805,807	639,540	166,267
Master in Equity	426,427	426,427	317,485	108,942
Legislative Delegation	68,789	68,789	43,950	24,839
County Administrator	1,940,950	2,027,623	1,630,475	397,148
Communications & accountability	303,609	303,609	243,287	60,322
Broadcast services	398,429	398,429	321,663	76,766
County Attorney	860,112	860,112	807,693	52,419
Finance	1,361,024	1,361,024	1,088,868	272,156
Risk management	4,885,446	4,903,446	4,561,020	342,426
Purchasing	208,686	237,903	187,694	50,209
Assessor	2,132,180	2,132,180	1,636,656	495,524
Register of deeds	528,477	539,595	418,860	120,735
Community planning and development	996,984	996,984	786,285	210,699
Business services	387,329	387,329	290,321	97,008
Voter registration and elections	935,486	935,486	872,194	63,292
Management & Geographical information systems	5,839,546	5,813,428	5,246,787	566,641
Records Management	669,218	669,218	486,734	182,484
Employee services	828,664	828,664	619,215	209,449
Nondepartmental	18,616,955	18,492,826	17,890,274	602,552
Total General Government	 53,297,906	 55,470,183	 49,678,922	 5,791,261
Public Safety				
Sheriff's office	27,947,144	29,275,788	25,015,599	4,260,189
Emergency Management - COVID-19 Supplies	-	-	62,350	(62,350)
EMS Emergency Medical Service	10,373,104	10,996,151	9,484,323	1,511,828
Traffic and transportation engineering	817,597	787,691	371,872	415,819
Detention Center	7,278,666	7,249,738	5,444,335	1,805,403
Building and codes enforcement	1,368,572	1,368,572	913,501	455,071
Animal services	1,287,016	1,411,971	1,135,477	276,494
Total Public Safety	 49,072,099	 51,089,911	 42,427,457	 8,662,454
Public Works				
Public works general support	4,808,699	4,874,309	4,062,264	812,045
Engineering	499,816	502,816	425,613	77,203
Facilities maintenance	5,969,922	6,160,146	4,938,746	1,221,400
Solid waste & recycling - carryover	-	35,411	35,411	-
Total Public Works	 11,278,437	 11,572,682	 9,462,034	 2,110,648
Public Health				
Mosquito control	1,662,599	1,705,027	1,365,122	339,905
Medical indigent act contributions	1,786,550	1,786,550	1,786,550	-
Total Public Health	 3,449,149	 3,491,577	 3,151,672	 339,905
.our une realth	 5, 475, 145	 5,751,577	 3,131,072	 333,303

#### Beaufort County Detail of Expenditures - General Fund For the Period July 1, 2021 - May 31, 2022

	Approved Budget 6/30/2022	Revised Budget 6/30/2022	Actual Spent & Encumbered 5/31/2022	Variances
Public Welfare Services				
Veteran's affairs office	181,182	181,182	187,081	(5,899)
Human services alliance	398,000	398,000	395,500	2,500
Human and social services	54,667	54,667	54,667	-
Total Public Welfare Services	633,849	633,849	637,248	(3,399)
Cultural and Recreational				
Parks and recreation services	5,190,351	5,589,804	3,656,992	1,932,812
Libraries	4,151,343	4,151,343	3,355,811	795,532
Education allocation	4,903,456	4,903,456	4,903,456	-
Total Cultural and Recreational	14,245,150	14,644,603	11,916,259	2,728,344
Capital outlay			2,179,100	(2,179,100)
Other - Economic Development	426,388	426,388	337,131	89,257
Total Expenditures General Fund	\$ 132,402,978	\$ 137,329,193	\$ 119,789,823	\$ 17,539,370

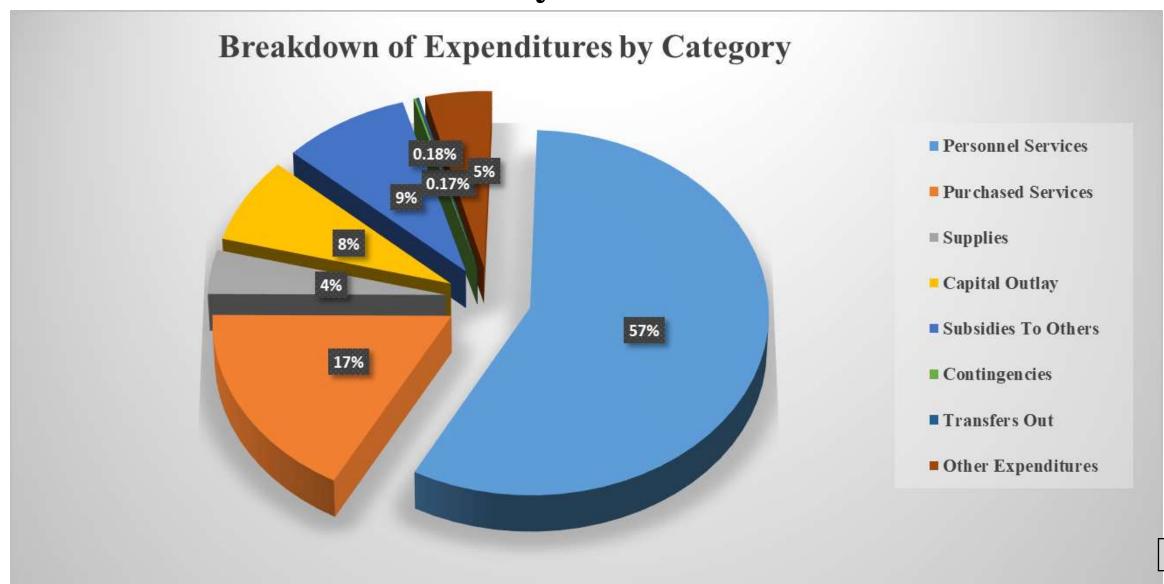


# **Finance Report May 2022**

# **Beaufort County - Financial Highlights May 2022**

- Received Homestead Exemption from the state. The General Fund portion totaled \$2.0 million.
- In accordance with Ordinance 2018/56, Beaufort County made the third Culinary Arts Institute payment to the Technical College of the Lowcountry in the amount of \$800k funding: Multi County Industrial Park (MCIP) Bluffton, Beaufort County School District and the General Fund.
  - $\checkmark$  \$500k from Beaufort County and \$50k from Town of Bluffton paid from MCIP
  - ✓ \$125k paid by Beaufort County School District (BCSD)
  - ✓ \$125k paid from Beaufort County General Fund for the BCSD will be repaid to the County in years 11-20 of this agreement
- Received the second trench of ARPA on 06/09/2022 for \$18 million.
- Sale of Myrtle Park \$600k
- Sale of Paige Point Property \$84k
- Sale of Paige Point Property \$98k

# Beaufort County General Fund – Where has our money gone tlem 8. year?



#### **Executive Summary of Revenues and Expenditures**

Through May 31, 2022

				Ge	<u>neral Fund Re</u>	evenues
Budget FY 2022:			\$	13	32,662,999	
Revenue Collected	Revenue Collected to Date:				13	36,283,076
Revenue Collected Over Budget:				\$		3,620,077
Percent of Total Budget Collected:						102.73%
Percent of Year Co	mpleted	:				91.67%
Function		Budget	1			
Ad Valorem taxes				To Date	% Received	% Year Completed
Licenses & permits	\$	100,823,197	\$	<b>To Date</b> 104,517,616	% Received 103.66%	% Year Completed 91.67%
x 1	\$	-	\$ \$			
Intergovernmental		100,823,197		104,517,616	103.66%	91.67%
Intergovernmental Charges for services	\$	100,823,197 4,013,750	\$	104,517,616 3,163,944	103.66% 78.83%	91.67% 91.67%
<u> </u>	\$ \$	100,823,197 4,013,750 10,108,473	\$ \$	104,517,616 3,163,944 8,202,884	103.66% 78.83% 81.15%	91.67% 91.67% 91.67%
Charges for services	\$ \$ \$	100,823,197 4,013,750 10,108,473 14,135,800	\$ \$ \$	104,517,616 3,163,944 8,202,884 15,981,170	103.66% 78.83% 81.15% 113.05%	91.67% 91.67% 91.67% 91.67%
Charges for services Fines and forfeitures	\$ \$ \$ \$	100,823,197 4,013,750 10,108,473 14,135,800 692,100	\$ \$ \$ \$	104,517,616 3,163,944 8,202,884 15,981,170 593,285	103.66% 78.83% 81.15% 113.05% 85.72%	91.67% 91.67% 91.67% 91.67% 91.67%

For revenues with variances over 5% of the year completed, a brief explanation is provided below:

Ad Valorem taxes - exceeding expectations due to increase in transfers of property and building over the last several years.

Licenses & permits - are currently lagging, they should correct by year end.

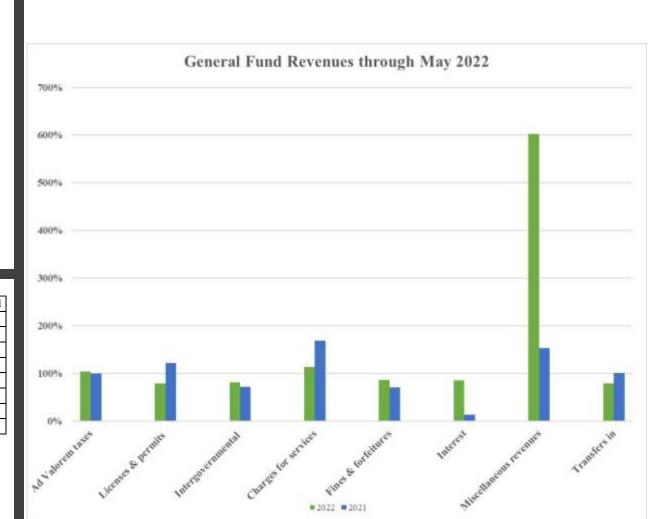
Intergovernmental - are currently lagging, they should after last payment of State Aid to Subdivisions.

Charges for services - Register of Deeds continues to have a record year.

Fines and forfeitures - expected to continue upward trending.

Interest - rates were still low we expect to make budget by year end.

Miscellaneous revenues - increase due to sale of DSN building \$737k, sale of Mrytle Park \$600k sale of Paige Point \$83k.



Item 8.

		111	ougn	101ay 51, 2022		
				Ge	neral Fund Exp	<u>enditures</u>
Budget FY 202	2:			\$	1	32,402,978
Budget carryov	ver from I	FY 2021:		\$		3,020,000
Amendments a				\$		1,903,215
Total revised by	2022:	\$	1	37,326,193		
Actual Expendi	Date:	\$	1	13,051,649		
Encumbrances				\$		6,738,174
Total Expensed	& Encu	mbered to Da	ite.	\$	1	19,789,823
Remaining bud				\$		17,536,370
itemaning budg	5001120	)		Ψ		17,550,570
Percent of Total Budget Expended:						87.23%
Percent of Yea	-	-				91.67%
	ii Compic	icu.				J1.0770
Expense Analysis						
Function		Budget		To Date	% Received	% Year Completed
General Government	\$	55,470,183	\$	45,231,473	81.54%	83.33%
Public Safety	\$	51,089,911		40,565,595	79.40%	83.33%
Public Works	\$	11,572,682		8,555,690	73.93%	83.33%
Public Health	\$	3,491,577	\$	3,039,481	87.05%	83.33%
Public Welfare	\$	633,849	\$	617,519	97.42%	83.33%
Culture & Recreation						
Other	\$ \$	14,644,603 426,388		11,339,595	77.43%	83.33%

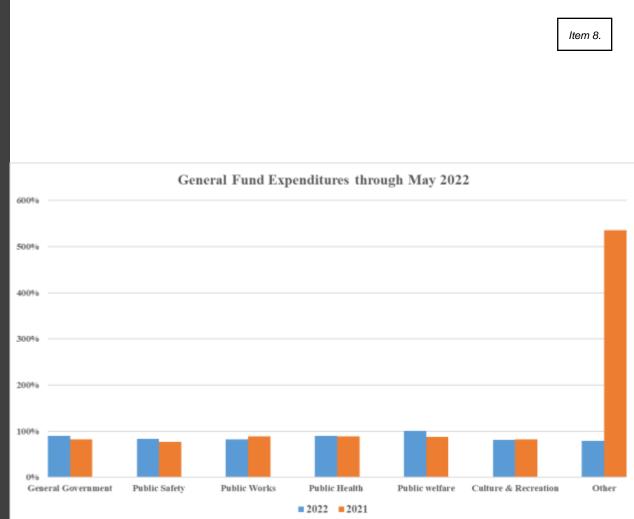
**Executive Summary of Revenues and Expenditures** Through May 31, 2022

For expenditures with variances over 5% of the year completed, a brief explanation is provided below:

Public Works - these departments are trending lower than expected.

Public Welfare - some departments are running slightly higher than expected.

Culture & Recreation - Parks and recreation expeditures are trending lower than expected.





#### **ITEM TITLE:**

**RESOLUTION AMENDING THE BEAUFORT COUNTY PERSONNEL HANDBOOK** SECTION 4.1.2 "HOLIDAYS"

#### MEETING NAME AND DATE:

Executive Committee; June 6, 2022

#### **PRESENTER INFORMATION:**

Brittany Ward, Deputy Attorney

5 Minutes

**ITEM BACKGROUND:** 

#### **PROJECT / ITEM NARRATIVE:**

Amending the Personnel Handbook to provide the County Administrator authority to designate the day after Christmas as a holiday when determined appropriate and as dictated by the calendar.

#### **FISCAL IMPACT:**

Fiscal impact will be determined yearly if the holiday is observed.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Approval

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to approve

Motion to deny

#### RESOLUTION 2022/\_\_\_\_

#### RESOLUTION AMENDING THE BEAUFORT COUNTY PERSONNEL HANDBOOK SECTION 4.1.2 "HOLIDAYS"

**WHEREAS**, Beaufort County Council finds that it is in the best interest of County employees to implement uniform employee practices; and

**WHEREAS,** the current Beaufort County Personnel Handbook was adopted August 1, 2016; and

**WHEREAS,** the Beaufort County Council recognizes that from time to time, certain policies within the Personnel Handbook need to be updated to stay current; and

**WHEREAS**, County Administration has reviewed and recommends changes to Section 4.1.1 "Holidays" to incorporate additional days to be observed as holidays for Beaufort County employees and to amend language as provided in Exhibit A attached hereto and incorporated herein by reference.

**NOW THEREFORE, BE IT RESOLVED,** that the Beaufort County Council hereby amends the County Personnel Handbook Section 4.1.2 "Holidays" issued by the Beaufort County Council, its officers, members and employees, and hereby amends and adopts the <u>underline</u> language provided in Exhibit A attached hereto and incorporated herein by reference.

This Resolution shall be effective July 1, 2022.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council

#### EXHIBIT A

The following days are observed as holidays for Beaufort County employees:

New Year's Day .....January 1 Martin Luther King Jr. Day ...3rd Monday in January Memorial Day .....Last Monday in May Independence Day .....July 4 Labor Day .....July 4 Labor Day ......1st Monday in September Veterans Day ......November 11 Thanksgiving Days ......4th Thursday and Friday in November Christmas Eve ......December 24 Christmas Day ......December 25

1. In addition to the above, <u>the day after Christmas may be an observed holiday as dictated</u> by the calendar and determined by the County Administrator on a yearly basis. Employees <u>may also</u> receive any other days off that are designated as holidays by the County Council.



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

#### ITEM TITLE:

Resolution to authorize the County Administrator to sign necessary documents with Beaufort Memorial Hospital (BMH) for the funding and launch of a pilot program to enhance the nursing workforce.

#### **MEETING NAME AND DATE:**

Executive Committee June 6, 2022

#### **PRESENTER INFORMATION:**

Hank Amundson, Special Projects Director

5 Minutes

#### ITEM BACKGROUND:

The receipt and allocation of ARPA Funds occurred in February 2022. A workforce enhancement program aimed at bolstering the clinical nursing workforce together with BMH, was an approved category/program.

#### **PROJECT / ITEM NARRATIVE:**

Workforce Enhancement – This is a Nursing workforce enhancement program that is designed to attract, train, and advance the career potential of individuals from High Schools, TCL, and USCB, as well as existing non-clinical medical employees. The program is part of BMH's PATH program and will expose young people in high school to the clinical world early as they begin their education in the field. It will grow the number of students coming from higher education at TCL and USCB. Additionally, the program encourages and assists adults already in the workforce, possibly those in non-clinical or non-medical roles, to advance into the clinical world through education without risking financial ruin. This initiative will strengthen healthcare and better the lives of participants by increasing their earning potential and quality of life. This program is not a one-time educational event. It sets these individuals on a career "PATH" with opportunities for growth and advancement so that the medical workforce pipeline is full and flowing at all levels to put our medical system in a better position to serve the community and better respond to future needs.

#### FISCAL IMPACT:

This program is funded by ARPA funds.

Total two-year program cost of \$700,000 will be allocated annually and paid to provider per MOU. Annual review, justification of performance, and required ARPA reporting will be ongoing.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution authorize the County Administrator to sign necessary documents with BMH for the funding of the Nursing Workforce enhancement program with ARPA funds.

#### **OPTIONS FOR COUNCIL MOTION:**

Approve/Deny staff recommendation to approve a resolution authorizing the County Administrator to execute documents with BMH for the funding of the Nursing Workforce enhancement program with ARPA funds.

Next Step: Move forward to County Council to approve/deny the recommended Resolution

#### RESOLUTION 2022/\_\_\_\_

#### A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN NECESSARY DOCUMENTS WITH BEAUFORT MEMORIAL HOSPITAL (BMH) FOR THE FUNDING OF A PILOT NURSING AND HEALTHCARE WORKFORCE ENHANCEMENT PROGRAM

**WHEREAS,** Beaufort County has received ARPA funds and allocated them to support, among other things, workforce development; and

**WHEREAS,** healthcare workforce was identified as a target sector to be supported because the coronavirus pandemic identified weaknesses in the system which must be addressed in order to provide comprehensive, effective, and efficient services to all populations which are affected; and

**WHEREAS,** Beaufort Memorial Hospital is a public provider of service to the rural, uninsured, underinsured, and indigent populations in Beaufort County; and

WHEREAS, Beaufort Memorial Hospital has designed a two-year pilot nursing and healthcare workforce enhancement program with partners that include the Beaufort County School District (BCSD), The Technical College of the Lowcountry(TCL), and The University of South Carolina, Beaufort (USCB); the total cost of the pilot program is anticipated to be approximately \$862,131; Beaufort Memorial Hospital is asking Beaufort County to provide \$700,000 of ARPA funds for the program and to authorize the County Administrator to enter into a Memorandum of Understanding with Beaufort Memorial Hospital regarding the expenditure of those funds; and

WHEREAS, Beaufort County Council desires to support the citizens of Beaufort County, its healthcare system, and the workforce that is required in order to better respond to future public health emergencies by providing financial assistance to improve and enhance the medical services which are available to its citizens and residents; and

**WHEREAS,** Beaufort County Council desires also to assist its citizens in achieving a better quality of life through improved economic opportunity and career enhancement.

**NOW, THEREFORE, BE IT RESOLVED,** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to sign necessary documents with Beaufort Memorial Hospital in order to help fund a pilot nursing and healthcare workforce enhancement program.

DONE this day of , 2022

COUNTY COUNCIL OF BEAUFORT COUNTY

By:\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA	)	
	)	MEMORANDUM OF UNDERSTANDING
	)	ARPA - Workforce Development/Healthcare
COUNTY OF BEAUFORT	)	Nursing and Healthcare Pilot Program

# THIS MEMORANDUM OF UNDERSTANDING, between BeaufortCounty and Beaufort Memorial Hospital, is entered into as of this \_\_\_\_\_\_ day of May, 2022

#### Section I. Purpose

The purpose of this initiative is to utilize American Rescue Plan Act ("ARPA") funding to demonstrate success in building a better pipeline of nurses, patient care techs, certified nursing assistants and other clinical healthcare careers in order to make Beaufort County's healthcare system more resilient and responsive to pandemics, healthcare emergencies and address the looming healthcare workforce shortage in the state of South Carolina. This will be done through coordination, cooperation and shared investment in the recruiting and training. Focus will be on energizing our youth as they make career decisions, as well as providing opportunities for adults already in the workforce, possibly those in non-clinical or non-medical roles, to advance to the clinical world through education without risking financial ruin. This initiative will strengthen healthcare and better the lives of participants that increase their earning potential and quality of life.

#### Section II. Responsibilities of the Parties

#### A. Beaufort Memorial Hospital

- Administer & Coordinate education, and advancement through their proprietary PATH Program
- Recruit internal candidates within the BMH system to elevate career potential.
- Assist Beaufort County Schools in recruiting more students to enter program.
- Assist TCL and USCB in recruiting candidates in their health sciences programs.
- Provide Clinical Faculty to provide increased levels of instruction and conduct rotations for students and interns from BMH, BCSD, TCL, and USCB in the Nursing Pilot program, CNA Program and other health sciences programs in order to expose students to hospital environment.
- Hire and manage a Workforce Development Program Coordinator to ensure that all partners, students, and instructors function in a way to achieve goals.
- Provide measurable outcomes to Beaufort County annually.
- Beaufort Memorial Hospital is classified as a subrecipient under ARPA, which is an entity that receives a subaward from the County to carry out a program on behalf of the County using SLFRF money. As a beneficiary of SLFRF money from the County, BMH must comply with the ARPA guidelines in order to be eligible for a grant under the Program. BMH's compliance responsibilities will generally be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, 2 CFR Part 200.

#### B. Beaufort County

- Provide BMH a subaward in order to receive funding for the folling :
- Pre-Employment Testing, Uniforms, and expenses for CNA Students at BCSD & TCL
- 2 Part Time Clinical Instructors, or 1 Full Time Instructor to allow BMH to perform all clinical rotations at BMH for the increased student load.
- 1 Full Time Workforce Development Program Coordinator

Item 11.

- Provide stipends to employees/participants that choose to go part time in order to increase their educational levels and elevate their career and earning potential.
- Enrollment/Certification cost for all participants through National Health Career Association.
- Child Care Scholarships for participants with children so that they can participate in the program.
- Marketing materials and youth involvement program to better recruit high school students to hospital/healthcare careers.

<u>Section III. Funding</u>Funds shall be allocated as provided in the attached Exhibit A the terms of which are incorporated herein by reference. This will occur in two equal annual payments of \$350,000. Proof of use and compliance must be provided to the County prior to the second payment being issued. Payments shall be made pursuant to Beaufort County Finance Department's policies and procedures.

#### Section IV. Miscellaneous

- A. Funding for this initiative comes from ARPA funding received by Beaufort County. Expenditure of these funds is subject to the limitations and requirement of ARPA. Each party is responsible for following the requirements of ARPA. Expenditures are subject to audit by Beaufort County for ARPA requirements. Failure to follow ARPA requirements shall be subject to the return of funds to Beaufort County by the defaulting party.
- B. Amendments. This Memorandum of Understanding may be amended only by mutual agreement of all parties referenced above.
- C. Cancellation. This Memorandum of Understanding may be cancelled by any party upon giving ninety (90) days written notice to the other parties referenced above. If a party terminates early without achieving the goals set forth herein, that party may be subject to return of the funds provided before termination.
- D. Implementation. This agreement will commence with the signing of the Memorandum of Understanding by the authorized representatives of the parties below.

IN WITNESS WHEREOF, the parties hereto hereby execute this MOU as set forth below.

Eric Greenway, Beaufort County Administrator

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

CEO, Beaufort Memorial Hospital

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

Partnership with Beaufort Memorial Hospital, Technical College of the Lowcountry, Beaufort County School District						
	Estimated Cost 2022	Description	Estimated Cost 2023			
Beaufort County School District (BCSD) will triple CNA enrollment at May River, ACE and Whale Branch (other schools to be added)	\$18,000.00	Costs of pre-employment testing, uniforms, other school expense, 36 students (\$500 per student)	\$18,000.00			
Technical College of the Lowcountry (TCL) will double the number of CNA courses offered in Beaufort County	\$15,000.00	Costs of pre-employment testing, uniforms, other school expense such as books, 30 students (\$500 per student)	\$15,000.00			
Beaufort Memorial will provide clinical faculty and conduct clinical rotations for CNA students for BCSD and TCL	\$98,000	2 Part Time Clinical Instructors or 1 full time instructor to allow BMH to peform all clinical rotations at BMH for increased students or 1 Full time clinical instructor; create MOU with TCL to allow clinical instructor to also work at TCL opening up more CNA slots	\$98,000			
Beaufort Memorial will provide Workforce Development coordinator for various offerings and educational opportunities	\$98,000	1 Full Time PATH Program coordinator that will work with current employees, future employees, BCSD, TCL, and USCB	\$98,000			
Introduce Candy Striper program at Beaufort Memorial Hospital with promotion and sponsorship by BCSD	\$5,000	Marketing program to high school students to include Candy Striper Program; includes uniforms for program	\$5,000			
Provide stipends to BMH employees who are in school to obtain CNA (65 employees per year)	\$97,500	Cost of Living Scholarships for currently employed BMH employees who elect to go back to school and work part time at BMH; \$250/week at 6 weeks at 65 employees (\$1500 per student)	\$97,500			
Enroll and certify PCTs, CMA's, EKG Techs, and phlebotomists through National Health career Association	\$45,500	Create PCT/CMA program at BMH through National Health Career Association; help with career ladder but through internal education, OTJ, and certification; 65 employees	\$45,500			
Child Care Scholarships to BMH Learning Center	\$54,000.00	\$36 per day child care voucher for childcare assistance at BMH daycare or other location. \$36 per day at 6 weeks for 50 students (\$1080 per parent)	\$54,000.00			
Total Students/clincal workers trained per year	131					
Total	\$431,131.00		\$431,000.00	\$862,131.00	Total Progr	am Cost
Total	Ş <del>+</del> 51,151.00		Ç <del>+</del> 3±,000.00	\$700,000		
				(\$162,131.00)		



### BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

#### ITEM TITLE:

Resolution to authorize the County Administrator to sign necessary documents with BMH for Mental Health Services at the detention center with ARPA funds.

#### **MEETING NAME AND DATE:**

Executive Committee June 6, 2022

#### **PRESENTER INFORMATION:**

Hank Amundson, Special Projects Director

Phil Foot, ACA - Public Safety (Alternate)

5 Minutes

#### ITEM BACKGROUND:

The receipt and allocation of ARPA Funds occurred in February 2022. A more robust Mental Health/Tele Health program for the Detention Center was an approved category.

#### **PROJECT / ITEM NARRATIVE:**

A Psychiatry Services Agreement has been worked out with BMH to launch a pilot program designed to better address mental health issues and safety for Detention Center staff and inmates. The objective is to demonstrate that by more comprehensively supporting the needs at the Detention Center with initial psychiatric assessment and diagnosis, as well as follow up care, overall safety for all in the facility is improved greatly. As a result of these resources being in place, we endeavor to experience fewer crisis events, transports, and ER visits which will potentially offset expenditures with savings to the greater system.

#### FISCAL IMPACT:

This program is funded by ARPA funds.

Council approved \$1,000,000 of ARPA funds for psychiatric services to be provided by BMH to the Detention Center. The county has negotiated a multi-year contract (3-year initial term with annual renewals by consent of the parties) with BMH to provide psychiatric services to inmates at the Detention Center. We are budgeting \$250,000 annually. Annual review, justification of performance, and required ARPA reporting will be ongoing.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution to authorize the County Administrator to sign necessary documents with BMH for Mental Health Services at the detention center with ARPA funds.

#### **OPTIONS FOR COUNCIL MOTION:**

Approve/Deny staff recommendation to approve a resolution authorizing the County Administrator to execute documents with BMH in order provide Mental Health Services at the detention center with ARPA funds.

Next Step: Move forward to County Council to approve/deny the recommended Resolution

#### RESOLUTION 2022/\_\_\_\_

#### A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN NECESSARY DOCUMENTS WITH BEAUFORT MEMORIAL HOSPITAL (BMH) FOR THE PROVISION OF INCREASED MENTAL HEALTH SERVICES AT THE COUNTY DETENTION CENTER

WHEREAS, Beaufort County has received ARPA funds and has allocated some of the funds to better support mental health and safety in our Public Safety endeavors to include the Detention Center staff and inmates; and

**WHEREAS,** behavioral/mental healthcare and preventing and responding to violence are specifically mentioned as eligible uses of the ARPA funds; and

WHEREAS, Beaufort County is endeavoring to demonstrate through this ARPA funded program that a new operational model, which will include both in-person and telehealth services for diagnosis and treatment of both potentially and confirmed mentally ill individuals at the Detention Center, will lead to more effective diagnosis and treatment of mental illness at the Detention Center, to a more cost effective solution to cycles of incarceration of the mentally ill, to a safer work environment for staff which will save resources over the long term; and

**WHEREAS,** BMH operates an acute care hospital in Beaufort, South Carolina, and provides professional medical services to patients in the geographic area of Beaufort, South Carolina (the "Beaufort Area").

**NOW, THEREFORE, BE IT RESOLVED,** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into Psychiatry Services Agreement with BMH for the provision of mental health services at the Detention Center.

DONE this

day of

, 2022

COUNTY COUNCIL OF BEAUFORT COUNTY

By:\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

#### STATE OF SOUTH CAROLINA )

**COUNTY OF BEAUFORT** 

#### PSYCHIATRY SERVICES AGREEMENT

This **PSYCHIATRY SERVICES AGREEMENT** (the "Agreement"), is made and entered into by and between **Beaufort Memorial Hospital** ("<u>BMH</u>") and **Beaufort County, on behalf of its detention center** (the "<u>Detention Center</u>"). Detention Center and BMH are sometimes referred to in this Agreement singularly as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

) )

)

WHEREAS, Beaufort County has received ARPA funds and allocated them to better support mental health and safety in our Public Safety endeavors to include the Detention Center staff and inmates; and

**WHEREAS,** behavioral healthcare and preventing and responding to violence are specifically mentioned as eligible uses of the ARPA funds; and

WHEREAS, Beaufort County is endeavoring to demonstrate through this ARPA funded program that with a new operational model, to include both in-person and telehealth services for diagnostics and treatment of both potentially and confirmed mentally ill individuals at the Detention Center, will lead to a safer work environment for staff as well as the more healthy and appropriate treatment of mentally ill inmates which will save resources over the long term; and

WHEREAS, BMH operates an acute care hospital in Beaufort, South Carolina, and provides professional medical services to patients in the geographic area of Beaufort, South Carolina (the "Beaufort Area"); and

**WHEREAS,** Detention Center operates a correctional facility located at 106 Ribaut Road, Beaufort, South Carolina (the "<u>Facility</u>"); and

WHEREAS, Detention Center is in need of certain psychiatric services for inmates of the Facility, and desires for BMH to provide certain Case Management, Weekend/Holiday Call Coverage Services, and Physician Services (as such terms are defined below) for inmates on its behalf; and

**WHEREAS**, BMH employs certain Care Coordinator(s) and BMH Psychiatrist(s) (as defined below) who are qualified to provide such services, and BMH agrees to provide the services at issue, all in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations and warranties set forth in this Agreement and made a part hereof, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **<u>RECITALS</u>**. The above recitals are true and correct and are incorporated herein by reference.

#### 2. <u>OBLIGATIONS AND DUTIES OF BMH.</u>

Education/Training Services. During the Term hereof, BMH shall (a) provide education and training related to the services it renders hereunder to certain employees and contractors of the Detention Center, as determined and selected by Detention Center ("Detention Center Staff"), as follows: (i) initial training for Detention Center Staff on BMH procedures regarding the Case Management and Physician Services described below; (ii) follow-up training on any relevant procedural change that BMH may implement during the Term hereof; (iii) training for Detention Center Staff on utilizing the Columbia Scale screening tool to assess suicide risk (the "C-SSRS"); and (iv) education to Detention Center Staff on mental health topics as reasonably determined by BMH and Detention Center ("Education/Training Services"). The Education/Training Services described above shall be conducted by the Care Coordinator(s), BMH Psychiatrist(s), and/or BMH's Mental Health Department Director, as determined by BMH in its discretion, at times and locations mutually agreed to by BMH and Detention Center. The Parties agree that BMH shall provide the Education/Training Services described above within thirty (30) days of the Commencement Date (as defined below), and at such other times thereafter as reasonably determined by BMH.

Case Management Services. During the Term of this Agreement, BMH (b) shall provide a case manager/social worker ("Care Coordinator") to perform the following "Case Management Services" for the Detention Center during normal working hours on non-holiday business days (*i.e.*, from 8:00 a.m. to 5:00 p.m. each Monday through Friday): (i) performing initial assessments of inmates referred by the Detention Center with potential mental health concerns, and making recommendations to Detention Center regarding mental health treatment options for such individuals ("Mental Health Assessments"); (ii) performing Safe-T suicide screening assessments of inmates referred by Detention Center based on C-SSRS questionnaires administered by Detention Center staff ("Suicide Screening Assessments"); (iii) serving as a liaison between Detention Center and key community partners, to include BMH's Emergency Department and Mental Health Department, Coastal Empire Mental Health Center ("CEMHC"), and South Carolina Department of Mental Health ("SCDMH") hospitals, as applicable; (iv) providing case management services for the benefit of patients of Detention Center's Medical Unit and other inmates, to include referrals of care to appropriate agencies (e.g., the South Carolina Department of Social Services, CEMHC, etc.); (v) triaging inmates with existing or potential mental health concerns for appointments with BMH Psychiatrist(s) or other BMH providers (e.g., inmates with greater need for medication will have priority). Care Coordinator shall render Case Management Services on-site at the Facility for twenty (20) hours per week and for twenty (20) hours per week telephonically (*i.e.*, for a total of for forty (40) hours per week), as determined by BMH

in consultation with Detention Center. In addition to the above, BMH's Behvioral Health Service Line Director, or his or her designee, shall meet with Detention Center staff on a weekly basis to discuss issues related to BMH's delivery of services under this Agreement. BMH shall utilize a telecommunications platform to facilitate its delivery of services on a telephonic basis (the "Telemedicine Platform"). Detention Center shall provide the space and equipment necessary for the Care Coordinator(s) and BMH Psychiatrist(s) to communicate with inmates in a secure manner via the Telemedicine Platform (to include by providing a designated room allowing private communications in accordance with applicable regulations, computer equipment/webcam, and appropriate connections and furnishings). Detention Center and BMH shall communicate the protected health information ("PHI") of inmates, as necessary, via secure communications in accordance with The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the terms and conditions set forth in **Section 3(e)** and **Section 6** below.

(c) <u>Weekend/Holiday Call Coverage Services</u>. Care Coordinator shall also be on-call and readily available to provide Mental Health Assessments and Suicide Screening Assessments for Detention Center between the hours of 8:00 a.m. and 12:00 p.m. on those days when BMH is not providing Case Management Services pursuant to **Section 2(b)** above ("<u>Weekend/Holiday Call Coverage Services</u>") (*i.e.*, from 8:00 a.m. and 12:00 p.m. on Saturdays, Sundays, and holidays). When providing, Weekend/Holiday Call Coverage Services, the Care Coordinator shall provide any Mental Health Assessments and Suicide Screening Assessments via the Telemedicine Platform, or, if requested by Detention Center, on-site at the Facility within a reasonable time of the request for such on-site services.

(d) <u>*Physician Services*</u>. During the Term of this Agreement, one or more BMH employed or contracted psychiatrists ("<u>BMH Psychiatrist(s)</u>") shall provide the following professional psychiatry services for the benefit of inmates at the Facility ("<u>Physician Services</u>") in accordance with the standards required for the professional and ethical practice of medicine: (i) medication management and psychiatric evaluation and management services; and (ii) individual assessments of inmates (*i.e.*, regarding potential inpatient admissions of inmates, suicide watch, close observation, and bond evaluations of inmates requested by a judge) ("<u>Individual Assessments</u>").

The Parties anticipate that BMH Psychiatrists shall provide Physician Services for approximately ten (10) hours per month. BMH Psychiatrists shall perform medication management services, psychiatric evaluation and management services, and Individual Assessments either via the Telemedicine Platform or in person, as appropriate and determined by the BMH Psychiatrist in his or her professional judgement. BMH shall schedule the BMH Psychiatrist(s) to provide non-emergent medication management service and psychiatric evaluation and management services on one (1) day per week, as reasonably determined by BMH in consultation with Detention Center. BMH Psychiatrist(s) shall provide Individual Assessments and emergent medication management services on business days within twenty-four (24) hours of a request from Detention Center for the service at issue (*i.e.*, the 24-hour period will be tolled during weekends and holidays). The parties acknowledge that the Care Coordinator(s) shall be responsible for the scheduling the BMH Psychiatrist(s) to provide the medication management, psychiatric evaluation and management services, and Individual Assessments contemplated herein.

BMH shall document the dates and hours during a BMH Psychiatrist renders Physician Services pursuant to this **Section 2(d)**, and provide such documentation to Detention Center no later than the fifteenth  $(15^{th})$  day of each succeeding month during the Term of this Agreement. In the event a BMH Psychiatrist prescribes medication to an inmate as a result of the Physician Services he or she provides to the inmate pursuant to this **Section 2(d)**, the BMH Psychiatrist shall utilize the formulary designated by Detention Center to the extent such formulary is in accordance with good medical practice in the BMH Psychiatrist's sole professional discretion.

(e) BMH's provision of Case Management Services and Physician Services shall be subject to the confidentiality provisions set forth in **Section 6** below. Without limiting the generality of the foregoing, the Parties agree that the Care Coordinator(s) and BMH Psychiatrist(s) shall not disclose any PHI of the inmates with Detention Center staff except to the extent such PHI is provided for treatment purposes or may otherwise be disclosed to such staff in accordance with HIPAA. Detention Center acknowledges and agrees that it shall adhere to all HIPAA requirements regarding the permitted use and disclosure of the PHI of inmates and shall make all representations required by HIPAA, as applicable, prior to discussing individual patients/inmates with Care Coordinator(s) and/or BMH Psychiatrist(s). Detention Center further acknowledges and agrees that it will not seek Case Management Services/Physician Services from Care Coordinator(s) and/or BMH Psychiatrist(s) with respect to an individual patient/inmate where the disclosure of PHI by the Care Coordinator(s) or BMH Psychiatrist(s) to Detention Center will result in a HIPAA violation.

(f) BMH represents and warrants that it is not bound by any contract or agreement that will be breached by: (i) its acceptance of, and adherence to, the terms of this Agreement; or (ii) by its provision of Education/Training Services, Case Management Services, Weekend/Holiday Call Coverage Services, and Physician Services pursuant to Section 2(a), Section 2(b), and Section 2(c) above, respectively. BMH shall be solely responsible for providing professional medical insurance coverage for the services provided by BMH under this Agreement.

#### 3. <u>**Responsibilities of Detention Center.</u>**</u>

(a) **Facilities, Equipment and Supplies.** Detention Center will take reasonable measures to have and maintain safe, secure, and quality facilities, equipment, and supplies necessary for BMH's provision of Case Management Services and Physician Services in order to ensure that BMH is able to perform its required duties hereunder in a timely and uninterrupted manner. The responsibilities of Detention Center pursuant to this **Section 3** shall, in all circumstances, be subject to the usual purchasing practices of Detention Center, budget limitations, and all applicable laws and regulations.

(b) **Staffing of Non-Physician Personnel**. Detention Center will provide support staffing levels for BMH's provision of Case Management Services and Physician Services that are reasonably necessary to ensure that BMH is able to perform its required duties hereunder in a timely and uninterrupted manner. The selection, job functions, job descriptions and job responsibilities, compensation, discharge, or transfer of such personnel shall be at the sole discretion of Detention Center.

(c) Detention Center represents that it is not bound by any contract or agreement that will be breached by: (i) its acceptance of, and adherence to, the terms of this Agreement; or (ii) by BMH's provision of Education/Training Services, Case Management Services, Weekend/Holiday Call Coverage Services, and Physician Services pursuant to Section 2 above.

#### 4. <u>PHYSICIAN SERVICES COMPENSATION; INVOICE</u>.

(a) <u>Baseline Services Compensation</u>. In consideration of BMH's provision of Education/Training Services, BMH's rendering of Case Management Services on business days hereunder (*i.e.*, for 40 hours per week, as described in **Section 2(b)** above), and BMH's rendering of Physician Services for up to ten (10) hours per full calendar month, as well as BMH's administrative services related to the same, Detention Center agrees to remit an amount equal to One Hundred Forty-Four Thousand Four Hundred Ten and No/100 (\$144,410.00) per annum to BMH during the Term of this Agreement ("Baseline Services Compensation"). Detention Center shall pay Baseline Services Compensation to BMH on a monthly basis in installments of Twelve Thousand Thirty-Four and 17/100 Dollars (\$12,034.17) per month (pro-rated for a partial calendar month), which such payment shall be made to BMH no later than the fifth (5<sup>th</sup>) day of each calendar month of the Term hereof.

Weekend/Holiday Coverage Compensation. In consideration of BMH's (b) provision of Weekend/Holiday Call Coverage Services hereunder, Detention Center agrees to remit Detention Center agrees to remit an amount equal to Twenty and No/100 Dollars (\$20.00) per day for each day during which BMH provides Weekend/Holiday Call Coverage Services as contemplated in Section 2(c) above ("Weekend/Holiday Coverage Compensation"). For example, Detention Center would pay an amount equal to Forty and No/100 Dollars (\$40.00) to BMH as Weekend/Holiday Coverage Compensation for each weekend (Saturday and Sunday) that BMH provides Weekend/Holiday Call Coverage Services hereunder. In addition to the above, if Care Coordinator provides a Mental Health Assessment or Suicide Screening Assessment for Detention Center when providing Weekend/Holiday Call Coverage Services pursuant to this Agreement, then Detention Center shall remit additional Weekend/Holiday Coverage Compensation to BMH in an amount equal to the greater of: (i) Forty-Four and No/100 Dollars (\$44.00); or (ii) Forty-Four and No/100 Dollars (\$44.00) per hour for each hour that the Care Coordinator provides the Mental Health Assessment(s) or Suicide Screening Assessment(s) on the day at issue (rounded to the nearest 15 minute increment).

(c) <u>Additional Physician Services Compensation</u>. If BMH, through the BMH Psychiatrist(s), provides more than ten (10) hours of Physician Services during a calendar month hereunder, then Detention Center shall remit to BMH an amount equal to Two Hundred Fifty-Five and No/100 Dollars (\$255.00) per hour for each hour (rounded to the nearest quarter hour) in excess of ten (10) hours in which a BMH Psychiatrist renders Physician Services for Detention Center during the month at issue ("Additional Physician Services Compensation"). For example, if BMH provides Physician Services for twelve (12) hours during a calendar month, then Detention Center would pay BMH \$510.00 as Additional Physician Services Compensation for the month at issue.

(d) <u>Escalator</u>. The amounts that Detention Center shall pay BMH as Baseline Services Compensation, Weekend/Holiday Coverage Compensation, and Additional Physician Services Compensation, as set forth in Section 4(a), Section 4(b), and Section 4(c) above, respectively, shall increase at the commencement of each new calendar year (*i.e.*, effective January 1<sup>st</sup>) in an amount equal to <u>the greater of</u>: (i) three percent (3%); <u>or</u> (ii) a percentage equal to the change in the Consumer Price Index for All Urban Consumers-United States published by the United States Department of Labor (the "<u>CPI-U</u>") between the month of November of the just completed calendar year and the month of November in the calendar year immediately preceding the just completed calendar year.

Payment of Weekend/Holiday Coverage Compensation and Additional (e) Physician Services Compensation. As set forth above, Detention Center shall remit payment of Baseline Services Compensation to BMH no later than the fifth (5<sup>th</sup>) day of each month of the Term hereof. In addition, no later than the fifteenth (15<sup>th</sup>) day of each succeeding month during the Term of this Agreement, BMH shall submit a monthly invoice to the Detention Center setting forth the number of days that BMH provided Weekend/Holiday Call Coverage Services during the preceding month, the number of hours during the preceding month that Care Manager(s) provided Mental Health Assessments or Suicide Screening Assessments while providing such Weekend/Holiday Call Coverage Services, the number of hours that BMH provided Physician Services pursuant to this Agreement during the preceding month, and the amount due to BMH as Weekend/Holiday Coverage Compensation and, if applicable, Additional Physician Services Compensation for the month at issue. Detention Center shall pay the Weekend/Holiday Coverage Compensation and, if applicable, Additional Physician Services Compensation due to BMH within thirty (30) days of the date such invoice is Such invoice shall be sent to the following address: Beaufort County delivered. Detention Center, P.O. Drawer 1228, Beaufort, SC 29901.

(f) <u>Reimbursement of Recruitment Costs</u>. The Parties acknowledge and agree that it is necessary for BMH to recruit a new psychiatrist to carry out the Physician Services contemplated herein as soon as possible following the Commencement Date, and that BMH's continued provision of Physician Services hereunder will be unsustainable if it is unable to recruit an additional psychiatrist in a timely manner. To that end, Detention Center agrees that, if BMH recruits or employs a new psychiatrist to render services on its behalf (a "New BMH Psychiatrist") during the initial eighteen (18)

months of the Term hereof, then Detention Center shall reimburse BMH up to an amount equal to Eighty-Five Thousand and No/100 Dollars (\$85,000.00) for the following costs related to the New BMH Psychiatrist: (i) recruitment fees paid to third-party a recruitment company; and (ii) amounts that BMH pays to the New BMH Physician during the Term hereof as a signing bonus, commencement bonus, tail coverage reimbursement, relocation assistance, and/or student loan assistance ("Recruitment Expenses"). BMH shall invoice Detention Center for the Recruitment Expenses at the address set forth in Section 4(e) above within thirty (30) days following the date on which the New BMH Physician first renders professional medical services on behalf of BMH, and Detention Center shall remit payment for the Recruitment Expenses to BMH, up to a maximum of Eighty-Five Thousand and No/100 Dollars (\$85,000.00), within thirty (30) days of the date such invoice is delivered.

5. BILLING AND RECORD KEEPING REQUIREMENTS. In consideration of the payment of the Physician Services Compensation from Detention Center to BMH, BMH agrees that neither it nor any BMH Psychiatrist shall bill any patient or payor for the Physician Services it may provide to a patient/inmate hereunder. The Parties acknowledge and agree that Detention Center shall be responsible for billing inmates/patients for any professional medical services provided by a BMH Psychiatrist pursuant to Section 2(c) above. Any such charges will not be considered a charge of BMH or any BMH Psychiatrist to the inmate/patient. The execution of this Agreement by BMH shall be deemed an assignment by BMH to Detention Center of all fees and accounts for the Physician Services rendered hereunder that may be billed pursuant to this Agreement. Notwithstanding the above, the Parties acknowledge and agree that BMH shall be responsible, at its own expense, for all billing services, coding and collections related to any medical services that BMH may provide to inmates/patients outside of the scope of this Agreement (e.g., emergency medical services provided to inmates or inpatient admissions of inmates at BMH).

#### 6. <u>CONFIDENTIALITY OF INFORMATION.</u>

Except upon the express written consent of the other Party, Detention (a) Center and BMH agree not to disclose any Confidential Information (as defined hereafter) that concerns or relates to the obligations and operations of each Party under the terms of this Agreement, to persons other than to the following: (i) physicians and patient care personnel at the Detention Center's Medical Unit solely for purposes of patient care; (ii) other Detention Center personnel to the extent such disclosures are made in accordance with the requirements of HIPAA; (iii) members of state or Federal survey, licensing or accrediting agencies; (iv) The Joint Commission ("TJC"); and (v) third parties entitled to such information in conjunction with judicial, administrative, and other similar legal proceedings in which such information is not privileged and must be disclosed. For purposes of this Agreement, the term "Confidential Information" shall be defined to include, but not be limited to, all patient information, the terms of this Agreement, and all of the Parties' financial information. This provision shall not be applicable to information made public through any means other than an act or omission of Detention Center or BMH.

(b) BMH and Detention Center are fully aware that the Confidential Information includes PHI that one Party may provide to the other Party in connection with BMH's performance under this Agreement. BMH and Detention Center contractually recognize the confidentiality of all of the PHI, agree to use appropriate safeguards to prevent the use or disclosure of the PHI except as permitted by HIPAA, and shall immediately report to the other Party any use or disclosure of PHI not permitted by HIPAA or this Agreement. BMH and Detention Center agree to fully comply with the Standards for Privacy of Individually Identifiable Health Information implementing the privacy requirements of the Administrative Simplification Subtitle of HIPAA set forth at 45 CFR Parts 160 and 164 as applicable to the performance of its obligations under this Agreement. BMH and Detention Center further agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI it creates, receives, maintains, or transmits pursuant to the terms of this Agreement and shall report to the other Party any incident that compromises the security of the PHI. BMH and Detention Center shall ensure that any of its respective subcontractors or agents who have access to PHI pursuant to the terms of this Agreement shall implement reasonable and appropriate safeguards to protect such PHI.

7. <u>**TERM.</u>** The term of this Agreement shall commence on the date mutually agreed to by the Parties and as set forth in writing on <u>Attachment A</u>, which is attached hereto and incorporated herein (such date is to be referred to herein as the "<u>Commencement Date</u>") and continue for a period of thirty-six (36) months thereafter (the "<u>Term</u>"), unless terminated earlier in accordance with the terms hereof. At the end of the initial Term of this Agreement, the Parties by written mutual consent, not later than sixty (60) days prior to the expiration of the initial term, may renew this Agreement for a successive twelve (12) month period each year thereafter.</u>

8. **TERMINATION FOR CAUSE.** Either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party upon the occurrence of an "Event of Default" as hereinafter defined. An "Event of Default" shall mean the occurrence of: (i) the other Party's breach of any of the material terms of this Agreement if the breaching Party fails to cure such breach within thirty (30) days of its receipt of the non-breaching Party's notice of termination specifying the details associated with such breach; or (ii) BMH's exclusion, debarment, suspension, or other ineligibility to participate in any Federal health care program, including Medicare or Medicaid, or the inclusion of a BMH Psychiatrist or Care Coordinator on the OIG's List of Excluded Individuals/Entities or the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs. If this Agreement is terminated under this **Section 8**, the non-breaching Party shall be relieved of all of its duties, obligations, and responsibilities to the other Party as of the effective date of termination.

9. <u>**TERMINATION WITHOUT CAUSE.**</u> Either Party may terminate this Agreement without cause upon ninety (90) days written notice to the other Party.

10. **AFTER EXPIRATION OR TERMINATION.** Upon the expiration or termination of this Agreement neither Party shall have any further obligation hereunder except for: (i) obligations accruing prior to the date of termination or expiration; (ii) obligations, promises, or covenants contained herein that are expressly made to extend beyond the Term of this Agreement including, without limitation, any confidentiality provisions, indemnities and access to books and records and the maintenance of time records as herein required; and (iii) such remedies as may be available to a Party on account of an uncured breach by the other Party. Upon the expiration or termination of this Agreement, BMH shall immediately deliver to Detention Center the sole custody, and total, exclusive, and complete use of any offices, equipment, supplies, and other assets of Detention Center that have been delivered to BMH solely by reason of this Agreement.

MEDICARE ACCESS TO BOOKS AND RECORDS. Detention Center and BMH agree 11. to cooperate with each other to maintain the books, records, documents, and other evidence as necessary to certify the nature and extent of the services provided under this Agreement in accordance with accepted business practices, appropriate accounting procedures and practices, and regulations promulgated by the Secretary of HHS. Detention Center and BMH also agree to maintain financial information and data described above, to the extent such information and data is within BMH's custody or control, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement. The Secretary of HHS, Comptroller General of the United States, Detention Center, or any other duly authorized representative shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Detention Center shall provide proper access and inspection of such books and records within its custody or control. If a Party carries out any of the duties required under this Agreement through a subcontract with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more, over a period of twelve (12) months or more, that Party shall incorporate in any such subcontract the provisions regarding access to books and records as set forth herein.

12. **INDEPENDENT SERVICE PROVIDER.** It is expressly understood and agreed that in the performance of services under this Agreement, BMH shall at all times act as independent service provider with respect to Detention Center and not as an employee or agent of Detention Center. Detention Center shall have no right whatsoever to exercise control over the Care Coordinator(s) or BMH Psychiatrist(s) with respect to their professional activities hereunder, or as to the professional methods and means by which a BMH Psychiatrist performs his or her work. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, or a relationship of landlord and tenant; it being specifically agreed that the relationship between the Parties is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. BMH shall not incur any financial obligation on behalf of Detention Center without the prior written approval of Detention Center. Detention Center shall not incur any financial obligation on behalf of BMH without the prior written approval of BMH. Each Party shall be solely responsible for all personal and professional expenses of its employees. In no event shall either Party be

liable for the debts or obligations of the other Party, except as otherwise specifically provided in this Agreement.

#### 13. **Responsibility for Damages.**

(a) BMH shall assume responsibility for any and all claims for damages or injuries of any kind or character (including, without limitation, reasonable attorneys' fees and costs of defense) sustained during the Term of this Agreement arising out of the negligent, grossly negligent or intentionally wrongful acts or omissions of BMH, or any servant, agent, or employee of BMH.

(b) Detention Center shall assume responsibility for any and all claims for damages or injuries of any kind or character (including, without limitation, reasonable attorneys' fees and costs of defense) sustained during the Term of this Agreement arising out of the negligent, grossly negligent or intentionally wrongful acts or omissions of Detention Center, or any servant, agent, or employee of Detention Center.

14. <u>NOTICES</u>. Any notices or payment permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed (if a notice, by certified mail), postage prepaid, to the other Party at the address set forth below or to such other person and address as either Party may designate in writing:

If to Detention	Beaufort County Detention Services	
Center:	106 Ribaut Road	
	P.O. Drawer 1228	
	Beaufort, South Carolina 29901	
	Attn: Administrator	
If to <b>BMH</b> :	Beaufort County Memorial Hospital 955 Ribaut Road	
	Beaufort, South Carolina 29901 Attn: President and Chief Executive Officer	

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and, as of the date this Agreement is executed by both Parties, supersedes, and terminates all prior agreements and understandings between them, whether written or oral, as to such subject matter. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third-parties or any persons other than BMH and the Detention Center.

16. **SEVERABILITY; ASSIGNABILITY; AMENDMENTS.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision. The duties and obligations of the Parties may be assigned only with the prior written mutual consent of the Parties. Any amendments to this Agreement will be effective only if in writing and signed by the Parties.

17. **<u>NO WAIVER</u>**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision or of another breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

18. **<u>GOVERNING LAW</u>**. This Agreement shall be governed by the laws of the State of South Carolina and venue shall lie in Beaufort County.

19. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Detention Center and BMH have each caused its name to be hereunder subscribed by a duly authorized officer who certifies that he has authority to execute this Agreement on behalf of the respective Party, as of the day and year set forth below.

#### **BEAUFORT COUNTY MEMORIAL HOSPITAL**

Russell Baxley, MHA
President and Chief Executive Officer
Date: \_\_\_\_\_

#### **BEAUFORT COUNTY DETENTION SERVICES**

Eric Greenway County Administrator Beaufort County Date: \_\_\_\_\_

#### ATTACHMENT A

#### **COMMENCEMENT DATE**

BMH and Detention Center agree that the Commencement Date shall be July 1, 2022, provided that, as of such date, BMH shall have first retained the services of a qualified Care Coordinator who is ready to render Case Management Services as contemplated herein. If BMH has not retained such a qualified Care Coordinator as of such date, then the Parties shall agree upon a new Commencement Date by initialing a new <u>Attachment</u> <u>A</u> with a revised Commencement Date.

Initialed by BMH:

Initialed by Detention Center:



#### **ITEM TITLE:**

RESOLUTION TO ADOPT A FEE SCHEDULE FOR PLANNING AND ZONING PERMITS

#### MEETING NAME AND DATE:

Finance Committee – June 20, 2022

#### **PRESENTER INFORMATION:**

Robert Merchant, AICP, Acting Director, Planning and Zoning

10 minutes needed for presentation.

#### **ITEM BACKGROUND:**

The Planning and Zoning Department is requesting to update its permitting fees to coincide with the adoption of the FY 2023 budget.

#### **PROJECT / ITEM NARRATIVE:**

The Planning and Zoning Department established its permitting fees in 1999 and has never updated them. Since that time, the department has provided services for its residents and business community at minimal cost to the participants. The County continues to see significant growth. Implementing the desired goals of County Council places an increasing demand on requested services provided by the Planning & Zoning Department. There is a desire to ensure that the necessary resources are available to the department to continue providing services and to elevate the department's ability to operate, while protecting the quality of life of Beaufort County Residents. The proposed revised fees are consistent with what other high growth South Carolina coastal counties are charging for their services.

#### **FISCAL IMPACT:**

The proposed revised fees will increase revenue and will better cover the cost of providing these services.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval.

**OPTIONS FOR COUNCIL MOTION:** 

To approve or deny the fee schedule for Planning and Zoning Permits

#### RESOLUTION 2022 / \_\_\_\_

**WHEREAS,** for years Beaufort County Council through the Planning and Zoning Department has provided department services for its residents and business community at minimal cost to the participants; and

**WHEREAS**, over the years the County has adopted requirements to grow and development in a meaningful manner to protect the natural environment and promote responsible development, and

**WHEREAS,** as the County continues to see significant growth, implementing the desired goals of County Council places an increasing demand on requested services provided by the Planning & Zoning Department; and

**WHEREAS,** there is a desire to ensure that the necessary resources are available to the department to continue providing services and to elevate the department's ability to operate, while protecting the quality of life of Beaufort County Residents.

**NOW, THEREFORE, BE IT RESOLVED,** that Beaufort County Council hereby, endorses and approves the Beaufort County Planning and Zoning Department fee schedule changes to supplement the cost of services provided by the department and to assist in providing the necessary resources to continue serving the Beaufort County residents and the business community.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council



#### **Residential Development**

Residential Conceptual Review	\$500.00		
Final Review Subdivision	\$500.00 + \$50.00/lot		
Final Review Multi-Family	\$500.00 + \$50.00/unit		
Family Compound Subdivision	\$25.00/lot		
Minor Subdivision	\$50.00/lot		

#### **Commercial/Industrial/Institutional Development**

Commercial Conceptual Review	\$500.00	
Commercial Subdivision	\$500.00 + \$200/lot	
Site Plan Review (with building being primary use)	500.00 + 0.06/per gross sf of building	
Site Plan Review (without building being primary use)	500.00 + 0.02/per sf of disturbed area	
(maximum \$5,000)		
Zoning Permits		
Single-Family Residential	\$75.00	
Family Compound Cluster	\$25.00	
Signs	\$50.00/per sign	
Political Signs	\$25 (unlimited)	
Zoning Review for Business License	\$25.00	
Communication Tower (co-locate)	\$100.00	
Temporary Use Permit	\$100.00	
Special Event Permit	\$200.00	
Fee-in-Lieu for Tree Mitigation (residential lots)	\$250.00 per tree	
All Other Zoning Permits	\$50.00	
Design Review Board (DRB)		
New Projects		
Staff Review Minor (1000 SF or less of combined building(s)	\$250.00	
Staff Review Major (Allowed 2 Submittals)	500.00 + 0.02/per gross sf of combined	
building(s)		
Board Review (Allowed 1 Conceptual & 2 Finals) building(s)	1,000.00 + 0.02/per gross sf of combined	
Resubmittal (After allowed submittals are used)	\$250.00 per resubmittal	
Previously Approved Projects	-	
Minor Revision (Board Review or Staff Review)	\$250.00	
Major Revision (Board Review or Staff Review)	\$500.00	

# Non-Residential (Fee-in-Lieu to Not Replant a Tree Issued a Permit) \$500.00 per tree Residential (Fee-in-Lieu to Not Replant a Tree Issued a Permit) \$250.00 per tree Miscellaneous Fee's \$250.00 Exempt Plat \$50.00 Zoning Verification/Determination \$50.00 Basic (provides zoning district of parcel) \$25.00/per lot Premium (includes additional information) \$100.00/per lot



#### FEE SCHEDULE

Home Business/Daycare Letter Fee-in-Lieu for Tree Mitigation (during construction/development) River Buffer Setback Waiver View Corridor Request Short-Term Rental (no special use) Short-Term Rental Annual Renewal	\$25.00 \$250.00/per caliper-inch \$200.00 \$200.00 \$200.00 \$50.00
Planning Commission	
Rezoning Request	
Up to Two (2) Developed Lots	\$300.00 + \$50.00 per additional lot
Raw Acreage (land intended for new development/redevelopment)	500.00 + 15.00/per acre
PUD Amendments	
Minor	\$300.00
Major	\$1,000.00
Text Amendment	\$500.00
CDC Waiver Request	\$350.00
Administrative Appeal	\$300.00
Street Renaming Request	\$250.00
Zoning Board of Appeals	
Administrative Appeal	\$300.00
Special Use Request	\$300.00
Variance Request	\$350.00

#### **Development Agreements** (All acreage in highland acres)

25 - 50 Acres 50 – 100 Acres	\$5,000 + \$100.00 per acre \$7,500 + \$75.00 per acre
100 – 200 Acres	\$10,000 + \$50.00 per acre
200 – 500 Acres	\$15,000 + \$30.00 per acre
500 Acres or More	\$25,000 + \$15.00 per acre
Annual Reviews (all acreages)	\$500.00