



## **Executive Committee Beaufort County, SC**

This meeting will be held both in person in Council Chambers at 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, December 06, 2021  
2:00 PM**

### **AGENDA**

#### **COMMITTEE MEMBERS:**

<b>PAUL SOMMERVILLE, CHAIRMAN</b>	<b>LAWRENCE MCELYNN</b>
<b>ALICE HOWARD</b>	<b>STU RODMAN</b>
<b>MARK LAWSON</b>	

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 FROM NOVEMBER 1, 2021
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)**

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### **AGENDA ITEMS**

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7. DISCUSSION OF 2022 PENNY SALES TAX REFERENDUM
8. APPROVAL OF ARPA PROJECT LIST RECOMMENDATIONS
9. CONSIDERATION OF AN ORDINANCE REDISTRICTING THE COUNTY COUNCIL OF BEAUFORT COUNTY
10. A RESOLUTION TO ADOPT THE BEAUFORT COUNTY FLOOD MITIGATION ASSISTANCE POLICY
11. A RESOLUTION SUPPORTING FEDERAL FLOOD MITIGATION ASSISTANCE REIMBURSABLE GRANT PROGRAMS

12. DISCUSSION REGARDING THE ELEMENTS OF THE RULES AND PROCEDURES HANDBOOK
- [13.](#) REQUEST TO PURCHASE CAT MODEL 120 MOTORGRADER
- [14.](#) APPOINTMENT OF CAROLYN M. BANNER, PH.D. TO THE BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES WITH AN EXPIRATION DATE OF 2025.
- [15.](#) APPOINTMENT OF ANGELA D. SIMMONS, PH.D. TO THE BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES FOR A PARTIAL 1ST TERM WITH AN EXPIRATION DATE OF 2023

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#### **EXECUTIVE SESSION**

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16. PURSUANT TO S.C. CODE SEC. 30-4-70(A) RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATES TO A PENDING, THREATENED OR POTENTIAL CLAIM (PROSPECT ROAD) OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (BCSD INTEREST IN FISCAL AUTONOMY)
17. MATTERS ARISING OUT OF EXECUTIVE SESSION
18. ADJOURNMENT



## Executive Committee Beaufort County, SC

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

**Monday, November 1, 2021  
2:30 PM**

### MINUTES

1. **CALL TO ORDER**

Committee Chairman Sommerville called the meeting to order at 2:30 PM

**PRESENT**

Committee Chairman D. Paul Sommerville  
Council Member Joseph F. Passiment  
Council Member Mark Lawson  
Council Member Brian Flewelling  
Council Member Lawrence McElynn  
Council Member Stu Rodman  
Council Member Chris Hervochon  
Council Member Howard  
Council Member York Glover

**ABSENT**

Council Member Gerald Dawson  
Council Member Logan Cunningham

2. **PLEDGE OF ALLEGIANCE**

Committee Chairman Sommerville led the Pledge of Allegiance

3. **FOIA**

Committee Chairman Sommerville stated public notice of this meeting had been published, posted, and distributed in compliance with the SC FOIA Act.

4. **APPROVAL OF AGENDA**

**Motion:** It is moved by Council Member Howard, seconded by Council Member Glover to approve the agenda. The motion was approved without objection.

5. **APPROVAL OF MINUTES**

**Motion:** It is moved by Council Member Glover, seconded by Council Member Rodman to approve the September 7, 2021 minutes. The motion was approved without objection.

6. **CITIZEN COMMENTS**

No Citizen Comments

**AGENDA ITEMS**

7. **CONSIDERATION OF THE APPROVAL OF MONDAY, DECEMBER 27, 2021, AS AN ADDITIONAL CHRISTMAS HOLIDAY FOR THE BEAUFORT COUNTY EMPLOYEES.**

**Motion:** It is moved by Council Member Glover, seconded by Council Member Howard to approve the consideration of Monday, December 27, 2021, as an additional Christmas Holiday for the Beaufort County Employees. The motion was approved without objection. Forward to Council for approval.

**Discussion:**

- Make it a permanent change/holiday whenever the Holiday falls on a Saturday or Sunday.
- Administration will propose a three-day holiday during Christmas the next time the schedule is brought forth to council.

8. **AUTHORIZATION FOR THE COUNTY ADMINISTRATOR TO OFFER A BUYBACK OF EMPLOYEE PERSONAL TIME OFF FOR 2021. FISCAL IMPACT: ESTIMATE IS AROUND \$820K**

**Motion:** It is moved by Council Member Glover, seconded by Council Member Howard to approve the authorization for the County Administrator to Offer a Buyback of Employee Personal Time Off for 2021. The motion was approved 8:1 Forward to Council for approval.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147086>

The votes: Yeas- Council Member Glover, Council Member Howard, Council Member Passiment, Council Member Lawson, Council Member Flewelling, Council Member McElynn, Council Member Rodman, Committee Chairman Sommerville. Nays- Council Member Hervochon. Approved 8:1

9. **DISCUSSION OF BEAUFORT COUNTY REDISTRICTING BENCHMARK REPORT TO DETERMINE THE DATA SETS, TIMELINE, SCHEDULES TO BE USED FOR REDRAWING THE COUNTY COUNCIL DISTRICT BOUNDARIES**

County Administrator recommends handling item 9 and item 12 together.

12. **A RESOLUTION ESTABLISHING THE CRITERIA TO BE USED FOR THE REAPPORTIONMENT OF ALL COUNTY COUNCIL DISTRICTS AS TO POPULATION FOLLOWING THE ADOPTION BY THE STATE OF THE FEDERAL DECENNIAL CENSUS AS REQUIRED BY S.C. CODE ANN. SEC. 4-9-90**

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Rodman to approve the Resolution with the amendment to change the population deviation from 10% to 5%. The motion was approved without objection.

Council Member Flewelling would like to see this item brought back to the Executive Committee in December.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147086>

10. **RESOLUTION TO ACCEPT OPERATION MARIPOSA GRANT IN THE AMOUNT OF \$260,311**

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Flewelling to approve the Resolution to Accept Operation Mariposa Grant in the Amount of \$260,311. The motion was approved without objection.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147086>

11. **AUTHORIZATION FOR THE ALCOHOL AND DRUG DEPARTMENT TO APPLY FOR THE RURAL OPIOID IMPLEMENTATION**

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Flewelling to Approve the Authorization for the Alcohol and Drug Department to Apply for the Rural Opioid Implementation. The motion was approved without objection.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147086>

13. **DEFERMENT OF AN ORDINANCE PROPOSING AMENDMENTS TO BEAUFORT COUNTY CODE OF ORDINANCES: CHAPTER 46, ARTICLE II, SECTION 46.26 THROUGH 46.33 WHICH WAS REFERRED TO THE EXECUTIVE COMMITTEE**

Item deferred until December.

14. **DISCUSSION REGARDING THE ELEMENTS OF THE RULES AND PROCEDURES HANDBOOK**

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147086>

**EXECUTIVE SESSION**

15. **PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO A PENDING, THREATENED, OR POTENTIAL CLAIM OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Glover to go into Executive Session. The motion was approved without objection.

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

No matters arising out of Executive Session

17. **ADJOURNMENT**

The meeting adjourned at 3:22 PM.



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 7.

<b>ITEM TITLE:</b>
Discussion of 2022 Penny Sales Tax Referendum
<b>MEETING NAME AND DATE:</b>
December 6, 2021 Executive Committee
<b>PRESENTER INFORMATION:</b>
Eric Greenway/ Chairman Passiment
<b>ITEM BACKGROUND:</b>
The County Council has had some discussion regarding adding a new Penny Sales Tax program to the November 2022 ballot. Staff needs to know if Council wants us to proceed with the development of the referendum package.
<b>PROJECT / ITEM NARRATIVE:</b>
See Above
<b>FISCAL IMPACT:</b>
Marginal impact on County's Budget.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the referendum be put forward on the 2022 ballot.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Staff is simply looking for consensus. No vote is necessary.



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

<b>ITEM TITLE:</b>
Approval of ARPA Project List Recommendations
<b>MEETING NAME AND DATE:</b>
Executive Committee Meeting – December 6, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Engineering (15 Minutes)
<b>ITEM BACKGROUND:</b>
ARPA signed into law March 1, 2021 in response to the COVID-19 pandemic. Beaufort County was apportioned \$37 million. A regional task force was developed to determine needs and make recommendations.
<b>PROJECT / ITEM NARRATIVE:</b>
The initial project list was presented to Council at the Council Retreat in November. Staff has coordinated with potential projects and worked to further refine the project list.
<b>FISCAL IMPACT:</b>
All projects will be funded from Beaufort County's ARPA apportionment.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the approval of the provided project list.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny staff recommendation of ARPA project list. <i>(Next Step – Move forward to County Council for approval)</i>



Beaufort County ARPA Priority Projects	Funding Option 1	Funding Option 2	Project Focus	Partners	Matching	Comp Plan	SC Capital Projects
	\$ 37,317,446.00	\$ 18,658,723.00					
<b>ARPA Community Investments:</b>							
<b>Workforce</b>							
Public Service Loan Payoff Program	\$ 1,000,000.00	\$ 1,000,000.00	Workforce Development	Community Foundation of the Lowcountry, Beaufort County School District	n/a		
County Public Safety Workforce Recruitment +	\$ 500,000.00	\$ 500,000.00	Workforce Development	Community Foundation of the Lowcountry	Expected - State		
Nursing Workforce Pilot Program	\$ 700,000.00		Workforce Development	Community Foundation of the Lowcountry, USCB	Expected - State		
SoLoCo Housing Trust Fund	\$ 1,200,000.00	\$ 1,200,000.00	Housing	SoLoCo, Businesses, Various Municipalities, State Housing Trust	n/a		
County Headhunter	\$ 200,000.00	\$ 200,000.00	Workforce Development				
Cyber Security	\$ 500,000.00	\$ 450,000.00	Residents	State of SC, South Coast Cyber	Expected - State		
<b>Workforce</b>	\$ 4,100,000.00	\$ 3,350,000.00					
<b>Emergency Management</b>							
Fire Station Emergency Alerting System	\$ 2,500,000.00	\$ 2,500,000.00	Residents + Workforce	All Fire Stations in Beaufort County			
<b>Emergency Management</b>	\$ 2,500,000.00	\$ 2,500,000.00					
<b>Good Neighbor Fund</b>							
Municipal Projects	\$ 3,000,000.00			Town of Hilton Head Island, Town of Yemassee, Town of Bluffton, City of Beaufort, City of Hardeeville, Town of Port Royal,			
<b>Good Neighbor Fund</b>	\$ 3,000,000.00	\$ -					
<b>Recreation</b>							
St Helena Splashpad + Play Area	\$ 1,250,000.00		Residents	Residents of St. Helena, Beaufort County Parks & Recreation, SCPRT			
New Riverside Park	\$ 1,000,000.00						
Burton Wells Beaufort County Waterpark + Campground - Study, Planning and Design	\$ 1,000,000.00	\$ 1,000,000.00	Recreation	Beaufort County Parks & Recreation, SCPRT	SCPRT		
Reconstruction Era National Historical Park's Network of Sites Signage Program	\$ 350,000.00	\$ 350,000.00	Residents + Tourism	All municipalities, SCPRT	NPS Grant		
<b>Recreation</b>	\$ 3,600,000.00	\$ 1,350,000.00					
<b>Innovation</b>							
Broadband Adoption Push	\$ 500,000.00	\$ 500,000.00	100 mbps down/20 up	Beaufort County School District, Community Foundation of the Lowcountry, Internet Providers, Office of Broadband	Expected - State		
Starlink Beta Test	\$ 200,000.00		100 mbps down/20 up	Beaufort County School District, Community Foundation of the Lowcountry, Office of Broadband	Expected - State		
Electric Vehicle County & Community Readiness	\$ 1,200,000.00	\$ 1,200,000.00	Residents + Visitors	Businesses, Community Foundation of the Lowcountry			
<b>Innovation</b>	\$ 1,900,000.00	\$ 1,700,000.00					
<b>Public Health</b>							
Rural Health Clinic + Administrative Building - Garden's Corner	\$ 1,000,000.00		Residents	Federally Qualified Health Centers, Beaufort Memorial Hospital, St Josephs Candler	Expected - State + Federal		
Rural Health Clinic + Administrative Building - St Helena Island	\$ 1,000,000.00		Residents	Federally Qualified Health Centers, Beaufort Memorial Hospital, St Josephs Candler	Expected - State + Federal		
Rural Health Clinic + Administrative Building - Daufuskie Island	\$ 1,000,000.00	\$ 1,000,000.00	Residents	Federally Qualified Health Centers, Hilton Head Hospital, St Josephs Candler	Expected - State + Federal		
Tele-Health Mental Health Resources	\$ 1,000,000.00	\$ 1,000,000.00	Residents	Beaufort Memorial Hospital	Expected - State		
<b>Public Health</b>	\$ 4,000,000.00	\$ 2,000,000.00					
<b>Infrastructure</b>							
General Infrastructure	\$ 8,000,000.00		Residents + Visitors		Expected - State		
General Water & Sewer Improvements	\$ 3,000,000.00		Residents	BJWSA, PSD's, etc	Expected - State		
IT Data Center	\$ 400,000.00	\$ 400,000.00	Workforce	South Coast Cyber	Expected - State		
Regional Ferry Service	\$ 500,000.00	\$ 500,000.00	Residents + Visitors	LRITI, City of Savannah, SCDOT	Federal + State		
<b>Infrastructure</b>	\$ 11,900,000.00	\$ 900,000.00					

<b>Enterprise &amp; Capital Funds</b>							
Airport - Initial investment for debt service	\$ 2,000,000.00	\$ 1,000,000.00	Residents + Visitors				
Solid Waste & Recycling - Initial investment for debt service	\$ 2,000,000.00	\$ 1,000,000.00	Residents	Greater Island Council, Business Community			
County Garage Capital Fund	\$ 1,000,000.00	\$ 500,000.00	Workforce				
Daufuskie Island Improvements	\$ 300,000.00						
<b>Enterprise &amp; Capital Funds</b>	<b>\$ 5,300,000.00</b>	<b>\$ 2,500,000.00</b>					
<b>Third-party Vendors/Staff</b>							
ARPA Consulting	\$ 125,000.00	\$ 62,500.00	Four Year Guidance	None			
Staff Member - ARPA Project Management	\$ 520,000.00	\$ 260,000.00	Four Year Project Execution	None			
Part Time Staff Member - ARPA Fiscal Management	\$ 260,000.00	\$ 130,000.00	Four Year Finance Execution	None			
<b>Third-party Vendors/Staff</b>	<b>\$ 905,000.00</b>	<b>\$ 452,500.00</b>					
<b>Subtotal of Spending</b>	<b>\$ 37,205,000.00</b>	<b>\$ 14,752,500.00</b>					
<b>Balance</b>	<b>\$ 112,446.00</b>	<b>\$ 3,906,223.00</b>					



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A RESOLUTION TO ADOPT THE BEAUFORT COUNTY FLOOD MITIGATION ASSISTANCE POLICY
<b>MEETING NAME AND DATE:</b>
Executive Committee – December 13, 2021
<b>Presenter Information:</b>
Jared Fralix, Assistant County Administrator – Engineering Pamela Cobb, Disaster Recovery Coordinator – Alternate (5 Minutes)
<b>ITEM BACKGROUND:</b>
Beaufort County recognizes the need to provide for and to assist with the applications for and distribution of funds from federal mitigation programs for the purpose of assisting with the cost to elevate certain structures above the base flood elevation who have incurred repetitive loss due to flooding.
<b>PROJECT / ITEM NARRATIVE:</b>
County staff to oversee the implementation of applications from homeowners, who have been awarded by a mitigation grant program, meet the requirements per the Beaufort County Flood Mitigation Policy, and the reimbursement process of the project.
<b>FISCAL IMPACT:</b>
No fiscal impact.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the resolution to adopt the Beaufort County Flood Mitigation Assistance Policy.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve a resolution to adopt the Beaufort County Flood Mitigation Assistance Policy. Motion to deny a resolution to adopt the Beaufort County Flood Mitigation Assistance Policy. <i>(Next Steps – Go before full council for determination on Resolution, December 13, 2021.)</i>

## RESOLUTION 2021/\_\_\_\_\_

### A RESOLUTION TO ADOPT THE BEAUFORT COUNTY FLOOD MITIGATION ASSISTANCE POLICY

**WHEREAS**, Beaufort County (“County”) recognizes the need to provide for and to assist with the applications for and distribution of funds from federal programs (“Federal Funding”) for the purpose of assisting with the cost to elevate certain structures above the base flood elevation which are located in the Special Flood Hazard Area of unincorporated Beaufort County; and

**WHEREAS**, the Federal Funding is for the purpose of Flood Mitigation, Hazard Mitigation or Building Resilient Infrastructure and Communities to assist in South Carolina’s efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program; and

**WHEREAS**, when a resident is the fee simple owner of a home in the unincorporated area of the County (“Recipient”) and has a need for assistance in the elevation of their home located in the Special Flood Hazard Area, then Recipient may be eligible to receive assistance from Federal Funding; and

**WHEREAS**, when the Federal Funding entity approves Recipient to receive assistance, the Federal Funding entity requires that Grant Funds to be reimbursed through a government entity; and

**WHEREAS**, the County, a government entity, desires to adopt a Flood Mitigation Assistance Policy, as provided in “Exhibit A” attached hereto and incorporated herein by reference, to establish the policies and procedures in order to promote citizens to take proactive and preventive actions to avoid future flooding of their homes by being the government entity in which the Grant Funds can be reimbursed through as required by the Federal Funding entity.

**NOW THEREFORE, BE IT RESOLVED**, that the County Council of Beaufort County adopts the Flood Mitigation Assistance Policy as provided in Exhibit A attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph F. Passiment

Attest:

\_\_\_\_\_  
Sarah W. Brock

**BEAUFORT COUNTY  
FLOOD MITIGATION ASSISTANCE POLICY**

The purpose of this Flood Mitigation Assistance Policy (“Policy”) is to assist citizens in being able to mitigate or significantly reduce repetitive loss to their fee simple owned property.

**1. DEFINITIONS.** The following terms are defined as follows:

- (A) “*County*”. A government entity, Beaufort County, a subdivision of the State of South Carolina.
- (B) “*Effective Date*”. The date the County and Authorized Entity have approved as the date the Recipient may begin the Project.
- (C) “*Authorized Entity*”. The federal or state entity providing Grant Funds including, but not limited to, the Federal Emergency Management Agency as an agency of the United States Department of Homeland Security, South Carolina Emergency Management Division, or Department of Natural Resources of the State of South Carolina.
- (D) “*Grant Funds*”. The funds granted by the Authorized Entity to be reimbursed to Recipient for the sole purpose of completing the Project.
- (E) “*Recipient*”. A citizen of Beaufort County, and the fee simple owner of the Property, pursuing the assistance of the Authorized Entity in order to obtain Grant Funds through a mitigation grant program.
- (F) “*Project*”. The construction, reconstruction, repair, or remodel of the Recipient’s Property as approved by the Authorized Entity.
- (G) “*Project Cost*”. The costs and fees required to complete the project in its totality, whereby such fees and cost have been approved by FEMA.
- (H) “*Property*”. The dwelling and the real property located in unincorporated Beaufort County owned fee simple by Recipient, said dwelling shall be occupied by Recipient and is considered Recipient’s primary residency.

**2. APPLICABILITY.** This Policy applies to all Projects which have been submitted by Recipient to Authorizing Entity and have received written approval from Authorized Entity that the Project meets Authorized Entity’s terms and conditions of the mitigation grant program. A Recipient shall adhere to all of the terms, conditions and requirements of this Policy.

**3. REQUIRED DOCUMENTS.** In addition to any and all documents required by Authorized Entity, the Recipient shall execute a “County Grant Fund Agreement” consistent with and similar to “Exhibit A” attached hereto and incorporated herein by reference. The County Grant Fund Agreement may be amended from time to time to meet the requirements of County Administration, state laws or federal laws. The Recipient shall provide or execute any and all documents as required by this Policy and the County Grant Fund Agreement.

**4. PROJECT COST.** The Recipient is solely responsible for the payment of any cost or fees associated with the Project that exceeds the Grant Funds amount, regardless if the excess fees or costs are

unforeseeable or unexpected. The County shall not be responsible for, or be requested to pay, any costs associated with or required in order to complete the Project.

**5. REQUIRED FINANCIAL VERIFICATION.** Prior to initiating any portion of the Project or expending any monies in preparation to initiate the Project, the Recipient shall submit to the County proof of financing in an amount equal to, or greater than, the Project Cost. Any and all contractors shall be required to secure a General Contractor Bond valued at one hundred (100%) percent of the Project Cost. The Recipient shall adhere to all financial verification requirements as agreed to in the County Grant Fund Agreement.

**6. PERIOD OF PERFORMANCE.** The period of performance shall start on the Effective Date and end on the designated date as determined by the Authorized Entity ("Performance Period"). All costs must be incurred during the Performance Period. Any costs incurred prior to or after the Performance Period shall not be reimbursable and shall be at the sole expense of the Recipient, regardless of whether said cost would have been reimbursable during the Performance Period.

**7. PROGRESS REPORTS.** The Recipient shall submit a written progress report to the County every sixty (60) days, starting on the Effective Date ("Progress Report"). The Progress Report shall describe the status of Recipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Recipient's activities by reference to the work that has been initiated or completed, shall include a statement of expenses incurred, and a financial statement from a bank or lending service. A Progress Report is required even if there has been no activity.

**8. COSTS DURING PERFORMANCE PERIOD.** Recipient shall be solely responsible for making all payments to contractors and subcontractors, and any other fees or costs associated with the Project during the Performance Period. The fees and costs subject to this Section include any and all unforeseeable or unexpected fees or costs that may occur.

**9. DISTRIBUTION OF GRANT FUNDS.** The County shall only distribute Grant Funds to Recipient after the requirements established in this Policy have been fulfilled and all of the terms and conditions of the County Grant Fund Agreement have been completed, including but not limited to, the construction of the building is complete, and a Certificate of Occupancy is provided to the County. Distribution of Grant Funds shall only occur one (1) time, any costs or fees not included in the one-time distribution shall be at the Recipient's cost.

(A) *Invoice Review.* The Recipient shall submit to the Provider a summary of invoices, actual copies of invoices, proof of payment, and an affirmation statement from the contractor or subcontractor at the time of submittal. The County shall review the aforementioned documents and communicate in writing to Recipient any discrepancies, concerns, or unapproved items.

(B) *Distribution of Grant Funds.* Following the invoice review process, Grant Funds shall be submitted by County to the Authorized Entity in order to obtain the Grant Funds. Upon receipt of Grant Funds from the Authorized Entity, the County shall remit the Grant Funds to the Recipient.

(C) *Non-Appropriation.* Notwithstanding any provision of this Policy or any agreement, the Recipient shall agree that in the event sufficient appropriations, grants, or monies are not granted by Beaufort County Council to fund the Flood Mitigation Assistance Program, any and all obligations of the County would terminate without further obligation of County.

## EXHIBIT A

COUNTY OF BEAUFORT	)	
	)	
STATE OF SOUTH CAROLINA	)	GRANT FUND AGREEMENT

**THIS GRANT FUND AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between **Beaufort County, a political subdivision of the State of South Carolina**, (“Provider”) and \_\_\_\_\_ (“Recipient”). The Provider and Recipient hereinafter will collectively be referred to as the “Parties”.

**WHEREAS**, the Provider applied to a Federal Emergency Management Agency’s (“FEMA”) Flood Mitigation Assistance Grant (“FMA Grant”) program pursuant to the Congressional appropriation for Fiscal year 2017; and

**WHEREAS**, the purpose of FMA Grant is to assist in the State of South Carolina’s efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (“NFIP”); and

**WHEREAS**, the Recipient desires to eliminate the risk of repetitive flood damage by renovating, or demolishing and rebuilding a home owned by Recipient and located at (*insert address of Property*); and

**WHEREAS**, Recipient received FMA Grant approval and FEMA has confirmed a federal share in the amount of (*insert dollar amount of Grant Funds*) (\$\_\_\_\_\_) (“Grant Funds”) is being granted to demolish and rebuild the home on the Property (“Project”); and

**WHEREAS**, FEMA requires that Grant Funds be reimbursed through a government entity; and

**WHEREAS**, the Provider, a government entity, desires to promote citizens to take all proactive and preventive actions available to avoid future flooding of their homes.

**NOW, THEREFORE**, the Parties agree to abide by the terms and conditions as follows:

**10. PROPERTY.** Subject to terms and conditions herein, Recipient is the fee simple owner of the real property located at (*insert address of Property*) and further described in “Exhibit B” attached hereto and incorporated herein by reference, collectively the “Property”.

**11. PROJECT.** The Recipient during the application process has provided specific plans for construction, reconstruction, repair or remodel of the Property. The plans as shown and further described in “Exhibit C”, attached hereto and incorporated herein by reference, have been reviewed and approved by FEMA, and all actions required to complete the plans are collectively hereinafter referred to as the “Project”.

**12. PROJECT COST.** The Recipient submitted the required documents to FEMA pursuant to the FMA Grant program. The approved Project’s total cost is in the amount of (*insert dollar amount of Project*) (\$\_\_\_\_\_) (“Project Cost”), and FEMA has agreed to reimburse the Grant Funds to the Recipient.

(A) *Associated Costs.* The Recipient is solely responsible for the payment of any cost associated with the Project that exceed the Grant Funds amount, regardless if the excess costs are unforeseeable or unexpected. The Provider shall not be responsible for, or be requested to pay, any costs associated with or required in order to complete the Project.

**13. REQUIRED FINANCIAL VERIFICATION.** Prior to initiating any portion of the Project or expending any monies in preparation to initiate the Project, the Recipient shall submit to the Provider proof of financing in an amount equal to the Project Cost. Acceptable documents for proof of financing include:

- i. A Letter of Credit from a lender; or
- ii. Proof of Funds letter from the bank showing the Recipient possesses monies equal to the Project Cost. The cash funds must be held in a single escrow account.

The Provider reserves the right to request any documents, certifications, or reports from the Recipient in order to verify the Recipient's financial stability.

(A) *Contractors.* Recipient shall require that a general contractor, or if no general contractor than any contractors associated with the Project, secure a General Contractor Bond valued at one hundred percent (100%) of the Project Cost. A copy of the aforementioned bond shall be delivered to the Provider prior to the initiation of the Project.

**14. PERIOD OF PERFORMANCE.** The period of performance shall start on the Effective Date and end on (*Insert Date*), hereinafter the "Performance Period". All costs must be incurred during the Performance Period. Any costs incurred prior to the Effective Date shall not be reimbursable, and shall be at the sole expense of the Recipient.

**15. PROGRESS REPORTS.** The recipient shall submit a written progress report to the Provider every sixty (60) days, starting on the Effective Date of this Agreement ("Progress Report"). The Progress Report shall describe the status of Recipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Recipient's activities by reference to the work that has been initiated or completed, shall include a statement of expenses incurred, and a financial statement from a bank or lending service.

A Progress Report is required even if there has been no activity. Insufficient Progress Reports may be rejected by the Provider, and Provider can request an updated Progress Report immediately.

**16. COMPLIANCE WITH FEMA and FMA.** The Recipient shall follow all guidelines, conditions, terms, and regulations set forth in the agreement between the County and federal entity attached hereto and incorporated by reference as "Exhibit C".

**17. DISTRIBUTION OF GRANT FUNDS.** The Recipient shall be solely responsible for making all payments to contractors and subcontractors associated with this project. The Parties agree that the distribution of Grant Funds shall occur only after all terms and conditions have been satisfied, following the requirements established in this Section have been fulfilled, the construction of the building is complete, and a Certificate of Occupancy is provided to the Provider. The Parties agree that the distribution of Grant Funds shall only occur one (1) time after all requirements established in this Section have been fulfilled.

(A) *Submittal of Invoices for Approval.* The Recipient shall submit to the Provider a complete summary of invoices, actual copies of invoices, proof of payment, and an affirmation statement from the contractor or subcontractor at the time of submittal; hereinafter collectively the "Submittal Packet". The Submittal Packet shall be submitted with the following items completed:

- i. Summary of Invoices. The summary shall be submitted in a table format and contain the following: (1) date the cost incurred; (2) name of the vendor or contractor; (3) the amount owed; (4) amount paid; and (5) date of payment. The Recipient shall sign the Summary of Invoices and acknowledge that all items being submitted have been paid in full.



- ii. Invoices. A copy of any and all invoices associated with the costs stated on the Summary of Invoices. Each invoice shall be signed by the contractor and Recipient.
- iii. Proof of Payment. The Recipient shall provide a copy of the cleared check written to the Contractor for the costs as shown on the Invoice or receipt when a credit or debit card is used as payment.
- iv. Affirmation Statement. Attached to any individual Invoice shall be a notarized statement from the Contractor affirming the following: (1) the work described in the invoice has been performed; (2) the charges are accurate as provided; and (3) the invoice has been paid in full by the Recipient.

(B) *Approval for Distribution of Grant Funds*. The Provider shall review the Submittal Packet within thirty (30) days of receipt. If there are discrepancies, concerns, or unapproved items; then the Provider shall provide written notice to the Recipient immediately. The Provider shall not be responsible in any manner for any delay or failure to obtain Grant Funds due to failure by Recipient to comply with any request of Provider during the approval for distribution of Grant Funds process.

(C) *Distribution of Grant Funds*. Following the invoice approval process set forth in this Section and Pursuant to (“*Name of Exhibit C Agreement to be inserted*”), Grant Funds shall be submitted by the Provider to FEMA in order to obtain the Grant Funds. Upon receipt of Grant Funds from FEMA, the Provider shall remit the Grant Funds by way of check, mailed to the address stated in Section 9 of this Agreement, and in the name of the Recipient.

**18. RISK OF LOSS OR DAMAGE.** In case the Property is destroyed wholly or partially by fire or other casualty prior to completion of the Project the Provider shall be released of any and all terms and obligations established in this Agreement.

**19. DEFAULT.** If Recipient or Provider fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity as a result of such failure to perform, including an action for specific performance of Recipient’s obligations under this Agreement, or terminate this Agreement with a five (5) day written notice.

(A) *Termination*. The Provider reserves the right to terminate this Agreement without cause at any time. Provider reserves the right to terminate if funding is not approved.

**20. NON-APPROPRIATION.** Notwithstanding any provision of this Agreement, the Parties hereto agree that in the event sufficient appropriations, grants, or monies are not granted by Beaufort County Council to fund the Flood Mitigation Assistance Program, this Agreement shall terminate without further obligation of County.

**21. INDEMNIFICATION.** Recipient hereby agrees to indemnify and hold harmless Provider against and from any and all claims or property damage, or personal injury, arising out of or with respect to the Project or from any activity, work, or thing done, permitted or suffered by Recipient, contractor, subcontractor, or other third party in, on or about the Property.

**22. NOTICES.** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by electronic mail, by certified mail, return receipt requested, or by Federal Express, or by hand delivery by reputable courier, to each party

at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.

To Provider:  
Beaufort County  
Attn: \_\_\_\_\_  
Post Office Box 1228  
Beaufort, SC 29901-1228

To Recipient:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 23. OTHER PROVISIONS.

- (A) ***Time of Essence.*** Time is and shall be of the essence in this Agreement.
- (B) ***Mutual Cooperation.*** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.
- (C) ***Independent Parties.*** It is mutually agreed that Provider is independent of Recipient, and as such Recipient shall exercise complete control over the actions performed by contractors or subcontractors. Additionally, the Parties mutually agree that this Agreement is for the sole purpose as set forth in this Agreement and does not establish an agency or employment relationship.
- (D) ***Disputes.*** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The disputing party shall be responsible for cost of mediation.
- (E) ***Entire Agreement.*** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein.
- (F) ***Amendment or Modification.*** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- (G) ***Binding Nature and Assignment.*** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
- (H) ***No Third Party Beneficiaries.*** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
- (I) ***Counterparts.*** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed

valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

(J) **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

(K) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

(L) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

(M) **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

**THIS IS A LEGALLY BINDING AGREEMENT. BOTH RECIPIENT AND PROVIDER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH RECIPIENT AND PROVIDER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

**WITNESSES:**

\_\_\_\_\_  
 \_\_\_\_\_

**PROVIDER:**

\_\_\_\_\_  
 \_\_\_\_\_  
*Beaufort County Administrator*

**WITNESSES:**

\_\_\_\_\_  
 \_\_\_\_\_

**RECIPIENT:**

\_\_\_\_\_  
 (Print Recipient's Name)

**EXHIBIT A**

*(Insert Grant Fund Approval)*

**EXHIBIT B**

***Legal Description as provided for in the Warranty Deed recorded in the Beaufort County Register of Deeds in Book \_\_\_\_ at Page \_\_\_\_.***

*(Insert legal description)*

Beaufort County Tax Reference: *(Insert Tax ID Number)*

**EXHIBIT C**

*(Insert Agreement between Federal Funding Entity and County)*



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

<b>ITEM TITLE:</b>
A RESOLUTION SUPPORTING FEDERAL FLOOD MITIGATION ASSISTANCE REIMBURSABLE GRANT PROGRAMS
<b>MEETING NAME AND DATE:</b>
Executive Committee – December 6, 2021
<b>Presenter Information:</b>
Pamela Cobb, Disaster Recovery Coordinator – Alternate Neil Desai, Public Works Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
Beaufort County recognizes the need to assist Beaufort County residents with the opportunity to federal/state mitigation programs that will assist in mitigating repetitive loss properties in unincorporated Beaufort County. Mitigation Grant Programs are provided to authorized applicants to assist in the elevation of a residence located in the jurisdiction of unincorporated Beaufort County to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the Nation Flood Insurance Program (NFIP).
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County desires to promote citizen participation by creating a Flood Mitigation Assistance Program and permitting grant funds to be reimbursed through this program.
<b>FISCAL IMPACT:</b>
The funding source for this program will come from the general fund. This program requires \$750,000 to be available in order to initially cover the costs of the citizen's project, whereby the costs of the project will ultimately be reimbursed by the Federal or State entity.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Resolution to fund the Flood Mitigation Assistance Program.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve the recommendation of the Resolution to fund the Flood Mitigation Assistance Program. Motion to deny the recommendation of the Resolution to fund the Flood Mitigation Assistance Program. <i>(Next Steps – Go before full council for determination on Resolution December 13, 2021)</i>

**A RESOLUTION SUPPORTING FEDERAL FLOOD MITIGATION ASSISTANCE  
REIMBURSABLE GRANT PROGRAMS**

**WHEREAS**, Beaufort County (“County”) recognizes the need to provide for and to assist with the applications for and distribution of funds from federal programs (“Federal Funding”) for the purpose of assisting with the cost to elevate certain structures above the base flood elevation which are located in the Special Flood Hazard Area; and

**WHEREAS**, the Federal Funding is for the purpose of Flood Mitigation, Hazard Mitigation or Building Resilient Infrastructure and Communities to assist in the South Carolina’s efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program; and

**WHEREAS**, when a resident is the fee simple owner of a home in the unincorporated area of the County (“Recipient”) and has a need for assistance in the elevation of their home located in the Special Flood Hazard Area, then Recipient may be eligible to receive assistance from Federal Funding; and

**WHEREAS**, when the Federal Funding entity approves Recipient to receive assistance, the Federal Funding entity requires that Grant Funds be reimbursed through a government entity; and

**WHEREAS**, the County is a government entity and desires to promote Recipient participation by creating a Flood Mitigation Assistance Program and allocating General Fund dollars for the purpose of reimbursing Grant Funds in an amount not to exceed \$750,000 at any one time; and

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council agrees to support federal flood mitigation assistance reimbursable grant programs and allocating General Fund dollars in an amount not to exceed \$750,000.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

By: \_\_\_\_\_  
Sarah Brock, Clerk to Council



BEAUFORT COUNTY GOVERNMENT-  
PUBLIC WORKS & MAINTENANC  
84 SHANKLIN RD  
BEAUFORT, SC 29901

November 5, 2021

Attention: NEIL DESAI

Dear Neil,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

**One (1) New Cat Model: 120 Motorgraders with all standard equipment in addition to the additional specifications listed below:**

**STOCK NUMBER:** M26500      **SERIAL NUMBER:** 0Y9A00857      **YEAR:** 2021      **SMU:** 22

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wiley Murph  
Machine Sales Representative

#### STANDARD EQUIPMENT

**POWERTRAIN** -Air cleaner, dual stage dry type radial -seal with service indicator through -messenger and automatic dust ejector  
-Air-to-air after cooler (ATAAC) -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, auto -Drain, engine oil, ecology -Engine: --C7.1 diesel, with automatic -engine derate, and idle control. --Optimized VHP Plus --Engine ECO mode  
--Fuel-water separator -Parking brake, multi-disc, sealed -and oil cooled -Priming pump, fuel -Transmission, 8 speed forward and 6  
-speed reverse, power shift, direct -drive

**ELECTRICAL** -Alarm, back-up -Alternator, -Batteries, maintenance free -Electrical system, 24V

**OPERATOR ENVIRONMENT** -Display, digital speed and gear -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, and -hydraulic oil temp) -Ladders, cab, left and right side -Message operator information display, -meter, hour, digital -ISO 6394 (70% fan speed) -Throttle control, electronic -

**SAFETY AND SECURITY** -Clutch, circle drive slip -Doors, engine compartment, -Ground level engine shutdown -Seat belt, retractable 76.2 (3")

**TIRES, RIMS, AND WHEELS** -A partial allowance for tires -on 254mm x 609mm (10"x24") multi- piece rims is included in the base -machine weight and price

**OTHER STANDARD EQUIPMENT** -CD ROM parts book -Doors, service compartment, -locking -SOS ports, engine, hydraulic, -transmission, coolant, fuel -Tool box -Fuel tank, 225 liters (59 gallon) -Radiator, cleanout access

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>	<b>List</b>
120 14B MOTOR GRADER	468-2237	\$279,590.00
HVAC, BASIC,W/O AIR COMPRESSOR	510-8447	\$5,900.00
CAMERA, REAR VISION, LVR	492-0617	\$2,665.00
SEAT COMFORT, SUSPENSION, LVR	461-3554	\$2,140.00
HITCH, TOWING	416-6892	\$570.00
LIGHTS,BRAKE&BKP,TURN,LED	563-2423	\$428.00
ROLL ON-ROLL OFF	0P-2265	\$320.00
DECALS, ENGLISH (U.S)	472-5087	\$0.00
JUMP START STUDS	506-4262	\$0.00
ALTERNATOR, 145 AMP	438-5768	\$0.00
MIRRORS, EXTERNAL, BASE, LVR	483-9353	\$0.00
ANTIFREEZE WINDSHIELD WASHER	0P-1939	\$0.00
FUEL ANTIFREEZE, -25C (-13F)	0P-3978	\$0.00
LANGUAGE, ENGLISH	462-6595	\$0.00
PRODUCT LINK, CELLULAR PLE742	491-5100	\$0.00
NO GRADE CONTROL TECHNOLOGY	543-0221	\$0.00
REAR PANEL W/O ACCESS DOOR	518-1195	\$0.00
STARTER, STANDARD DUTY	462-6512	\$0.00
ENGINE, STAGE V AND T4 FINAL	590-7345	\$0.00
DRAIN, GRAVITY, ENGINE OIL	422-6603	\$0.00
NO LOCK OUT	461-3545	\$0.00
GLOBAL ARRANGEMENT LVR	561-9459	\$0.00
MOLDBOARD, 12' BASIC	320-9924	\$0.00
WEATHER, STANDARD TND	467-7404	\$0.00
NO ACCUMULATORS, NO ARO, LVR	465-4422	\$0.00
FUEL FILTER, NEXT GEN	574-8803	\$0.00
GROUND LEVEL, FUELING	577-8014	\$0.00
FAN, STANDARD TND	575-7683	\$0.00
SEAT BELT	594-6359	(\$214.00)
DRAWBAR, STANDARD,HYD TIP, LVR	579-6849	(\$1,630.00)
CAB, ROPS, BASE, LVR, TND	461-3561	\$19,300.00
TIRES,14.0R24 MX XGLA2 * G2 SP	254-7904	\$7,600.00
COMFORT PACKAGE, PREMIUM, LVR	471-5352	\$3,005.00
BASE + 2 (TIP, MMS) LVR	468-2247	\$2,970.00
LIGHTS, WORKING,BASIC HAL,LVR	468-7618	\$805.00
HIGH BAR, HALOGEN, LVR, TND	573-6437	\$675.00
TOTAL LIST PRICE		\$324,124.00

SELL PRICE	\$240,994.00
STATE CONTRACT 4400025395 SELL PRICE	\$194,274.23
EXT WARRANTY	Included
NET BALANCE DUE	\$194,274.23
SC SALES TAX	\$500.00
AFTER TAX BALANCE	\$194,774.23



WARRANTY

Standard Warranty:	12 MONTHS UNLIMITED
Extended Warranty:	120-60 MO/5000 HR POWERTRAIN

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



SALES AGREEMENT

DATE \_\_\_\_\_ 

Item 13.

 021

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

PURCHASER	BEAUFORT COUNTY GOVERNMENT-				
STREET ADDRESS	84 SHANKLIN RD PO DRAWER 1228			<SAME>	
CITY/STATE	BEAUFORT, SC	COUNTY	BEAUFORT		
POSTAL CODE	29901	PHONE NO.	843 255 2801		
EQUIPMENT	Neil Desai				
PRODUCT SUPPORT	Neil Desai				
INDUSTRY CODE:	COUNTY GOVERNMENT (PS92)		PRINCIPAL WORK CODE	F.O.B. AT:	
CUSTOMER NUMBER	0486000		Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input checked="" type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
OPTIONAL BUY-OUT					
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CAT	MODEL: 120		YEAR: 2021		
STOCK NUMBER: M26500	SERIAL NUMBER: 0Y9A00857				
120 14B MOTOR GRADER	468-2237	ALTERNATOR, 145 AMP	438-5768	ENGINE, STAGE V AND T4 FINAL	590-7345
HVAC, BASIC,W/O AIR COMPRESSOR	510-8447	MIRRORS, EXTERNAL, BASE, LVR	483-9353	DRAIN, GRAVITY, ENGINE OIL	422-6603
CAMERA, REAR VISION, LVR	492-0617	ANTIFREEZE WINDSHIELD WASHER	0P-1939	NO LOCK OUT	461-3545
SEAT COMFORT, SUSPENSION, LVR	461-3554	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	GLOBAL ARRANGEMENT LVR	561-9459
HITCH, TOWING	416-6892	LANGUAGE, ENGLISH	462-6595	MOLDBOARD, 12' BASIC	320-9924
LIGHTS,BRAKE&BKP,TURN,LED	563-2423	PRODUCT LINK, CELLULAR PLE742	491-5100	WEATHER, STANDARD TND	467-7404
ROLL ON-ROLL OFF	0P-2265	NO GRADE CONTROL TECHNOLOGY	543-0221	NO ACCUMULATORS, NO ARO, LVR	465-4422
DECALS, ENGLISH (U.S)	472-5087	REAR PANEL W/O ACCESS DOOR	518-1195	FUEL FILTER, NEXT GEN	574-8803
JUMP START STUDS	506-4262	STARTER, STANDARD DUTY	462-6512	GROUND LEVEL, FUELING	577-8014
TRADE-IN EQUIPMENT					
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE		\$194,274.23
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	EXT WARRANTY		Included
MODEL: _____	YEAR: _____	SN: _____	NET BALANCE DUE		\$194,274.23
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SC SALES TAX		\$500.00
MODEL: _____	YEAR: _____	SN: _____	AFTER TAX BALANCE		\$194,774.23
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 MONTHS UNLIMITED 120-60 MO/5000 HR POWERTRAIN, 12 MONTH UNLIMITED			All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____		
CSA:					
NOTES:					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY		PURCHASER	
ORDER RECEIVED BY	Wiley Murph	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	BEAUFORT COUNTY GOVERNMENT-	PURCHASER
BY		SIGNATURE	
		TITLE	

# TERMS AND CONDITIONS

Item 13.

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.
- 15. Product Link.** In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.
- 16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

<b>ITEM TITLE:</b>
APPROVAL OF APPOINTMENT
<b>MEETING NAME AND DATE:</b>
EXECUTIVE COMMITTEE MEETING <ul style="list-style-type: none"><li>• DECEMBER 6, 2021</li></ul>
<b>PRESENTER INFORMATION:</b>
COMMITTEE CHAIRMAN SOMMERVILLE
<b>ITEM BACKGROUND:</b>
APPOINTMENT OF CAROLYN M. BANNER, Ph.D. <ul style="list-style-type: none"><li>• (1st TERM) TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES</li><li>• (3) - 4 YEAR TERMS = 12 YEARS</li></ul>
<b>PROJECT / ITEM NARRATIVE:</b>
APPOINTMENT OF CAROLYN M. BANNER, Ph.D. TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES WITH AN EXPIRATION DATE OF 2025.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
APPROVE, MODIFY OR REJECT
<b>OPTIONS FOR COUNCIL MOTION:</b>
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR CAROLYN M. BANNER, Ph.D. TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES.

## Beaufort County Boards/Commissions Application

Item 14.

Date

11/12/2021

Name

Carolyn Banner

Beaufort County Voter Registration Number

Occupation

Professor

Phone (Home)

Phone (Office)

Email

Home Address

City

BEAUFORT

State

SC

Zip Code

29907

Mailing Address

City

BEAUFORT

State

SC

Zip Code

29907

District

Ethnicity

African American

Presently Serving on a Board/Agency/Commission/Authority or Committee?

☒ Yes ☐ No

If Yes, what is the name of the board and when does term expire?

Beaufort Jasper Higher Education Commission---June 2022

### **BOARDS AND COMMISSIONS**

**Top Three Priorities:** Please indicate by placing a "1", "2", or "3" alongside your choices.

Accommodations Tax (2% State)

Airports

Alcohol and Drug Abuse

Assessment Appeals

Beaufort County Transportation

Beaufort -Jasper Economic Opportunity

Beaufort -Jasper Water & Sewer

Beaufort Memorial Hospital

1

Bluffton Township Fire

Burton Fire

Coastal Zone Management Appellate (inactive)

Construction Adjustments and Appeals

Daufuskie Fire

Design Review

DSN

Economic Development Corporation

☐ Forestry (inactive)☐ Historic Preservation Review☐ Keep Beaufort County Beautiful☐ Lady's Island / St. Helena Island Fire☐ Library☒ Lowcountry Council of Governments☐ Lowcountry Regional Transportation Authority☒ Parks and Recreation☐ Planning \*☐ Rural and Critical Lands Preservation☐ Sheldon Fire☐ Social Services (inactive)☐ Solid Waste and Recycling☐ Southern Beaufort County Corridor Beautification☐ Stormwater Management Utility

Zoning

**Beaufort County Planning Commission  
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?



What previous experience have you had in serving on a Planning Commission? Give some examples of the issues typically handled by the Planning Commission.

Item 14.

#### Attachments



Carolyn Mack Banner.resume.doc



sig\_se\_signature\_1\_odU3MNJ0m-1636734453067.png



October 27, 2021

**Via United States Mail, with copy by E-Mail**

Beaufort County Council  
c/o Mr. Joseph Passiment, Chairman  
Post Office Drawer 1228  
Beaufort, South Carolina 29902

Dear Mr. Chairman and Members of Council:

In accordance with Sec. 46-27 of the Beaufort County Code of Ordinances, it is with great pleasure that the Board of Trustees for Beaufort Memorial Hospital present the following nominees for consideration by Beaufort County Council to fill the vacancy on our Board due to the resignation of Dr. Kathy McDonagh.

As part of this process, members of the Board of Trustees conducted interviews with a number of Beaufort County residents who had expressed an interest in serving. These candidates hailed from all corners of Beaufort County and all areas of industry. After substantial consideration and discussion of the Board's current weaknesses and strengths, we unanimously nominated the following two individuals for Beaufort County Council's appointment to the Beaufort Memorial Hospital Board of Trustees.

Both of these nominees (i) carry with them exceptional credentials and a documented commitment to serving those in Beaufort County, (ii) further the Board of Trustees' goal of greater racial and gender diversity on our Board, (iii) have experience in navigating the rapidly changing landscape of community health, and (iv) have expressed a dedication to identifying and addressing social disparities in healthcare. The two nominees we proudly are presenting for County Council consideration are as follows:

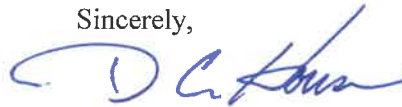
1. **Angela D. Simmons, Ph.D.** The current Vice Chancellor of Student Development at the University of South Carolina Beaufort, Angela is responsible for overseeing the health of the student body population, including academic advising, counseling and mental health services, career services, and housing and judicial affairs, as well as co-chairing the university's COVID-19 response. Further, over the last year, Angela has demonstrated her commitment to community by serving on both the Finance Committee and the Quality Improvement Committee of the Board of Trustees, during which time she has distinguished herself as an invaluable asset for Beaufort Memorial Hospital. Angela resides in the greater Bluffton area with her husband. We are honored to nominate Dr. Angela Simmons for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective upon approval by Beaufort County Council.
2. **Carolyn M. Banner, Ph.D.** Born at Beaufort Memorial Hospital and having largely resided in Beaufort County ever since, Carolyn has over twenty years of experience in higher education, counseling, program development and working with diverse populations and minority groups. An award-winning professor of community health at the University of South Carolina Salkehatchie, Carolyn has served our County and our State in various roles for the better of part of her professional life. Carolyn resides on Lady's Island, and her immediate and extended family remains connected and committed to Beaufort County. It is our true pleasure to nominate Dr. Carolyn Banner for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective upon approval by Beaufort County Council.

Mr. Joseph Passiment, Chairman  
Page 2  
October 27, 2021

Both of the above-listed nominees meet the qualifications necessary for consideration by the Beaufort County Council for appointment to the Beaufort Memorial Hospital Board of Trustees. On behalf of Beaufort Memorial, we are excited about the opportunity these nominees present to add a strong and accomplished voice to our Board.

Thank you in advance for your consideration.

Sincerely,



David House, Chairman  
Board of Trustees  
Beaufort Memorial Hospital

Cc: Eric Greenway, County Administrator (*e-mail only*)  
Sarah W. Brock, Clerk to Council (*e-mail only*)  
Russell Baxley, Beaufort Memorial Hospital CEO (*e-mail only*)  
E. Richardson LaBruce, BMH Governance Committee Chair (*e-mail only*)

# Carolyn M. Banner

Work

## PROFESSIONAL PROFILE

- ◆ Over twenty years' experience in education: administration, counseling, teaching and program design.
- ◆ Extensive work with diverse population, minorities, non-traditional students and the academically challenged.
- ◆ Extensive background in counseling, instructing and program development.
- ◆ Self-motivated and ability to work independently and coordinate with others.

## EDUCATION

Walden University, Minneapolis, Minnesota  
**Ph.D., Education**

University of South Carolina, Columbia, SC  
**M.P.H., Health Education**

Voorhees College, Denmark, SC  
**B.S., Biology**

Harvard University, Cambridge, MA  
**Summer Institute**

## PROFESSIONAL SKILLS

### SUPERVISION AND ADMINISTRATION

- ◆ Coordinated, recruit and market the University of South Carolina-Columbia distance education graduate programs to district superintendents and businesses in Beaufort, Charleston, Walterboro and Myrtle Beach.
- ◆ Developed and negotiated contracts with school districts for undergraduate and graduate courses.
- ◆ Recruited and hired faculty for on site graduate courses.
- ◆ Directed the planning, development and supervision of the College Assessment and Testing Program, Job Placement, and off - campus student services.
- ◆ Administered career planning assessment instruments. (Myers Briggs, SDS, Kuder, Strong Campbell, CAPS)
- ◆ Coordinated and plan special activities and events for students (New Student Orientation, Career Fairs)
- ◆ Compiled and analyzed statistical data to document program performance.
- ◆ Wrote quarterly and final program evaluations reports.
- ◆ Developed and managed program budgets; monitor program expenditures for adherence to College and Federal guidelines; responsible for over \$200,000 annually.
- ◆ Assisted with Student Appeals cases.
- ◆ Directed the Single Parent/Homemaker Program and Gender Equity Program to include scheduling and coordinating all activities specified in the grant proposal.

## LEADERSHIP

- ◆ Represented USC Extended Campus at local and state meetings.
- ◆ Represented USC Extended Campus at corporate and colleges/universities career fairs.
- ◆ Conducted needs assessment to determine program need for program expansion.
- ◆ Coordinated and planned special activities and events for students (New Student Orientation, Career Fairs)
- ◆ Developed, planned and taught the first College Orientation course for new students
- ◆ Designed a career-planning program for middle and high school students entitled, "Careers and Choices;" program was implemented in 8 high schools.
- ◆ Directed the new service delivery system into one-stop concept; recognized by the National Council of Student Development as an exemplary program.
- ◆ Wrote annual grant proposals; successfully received funding each year.
- ◆ Planned and organized state conference for counselors in the SC Technical College system; over 100 individuals participated.

## COMMUNICATION

- ◆ Presented informational sessions to local groups on USC Extended Campus programs.
- ◆ Advised distance education students and assisted with online registration.
- ◆ Conducted over 100 workshops on career planning, study skills, and women health issues. Frequent guest speaker to various community agencies.
- ◆ Published articles in professional journal and newsletter.
- ◆ Taught on the college level for 8 years.
- ◆ Taught a graduate credit course for Coastal Carolina University.
- ◆ One of 6 instructors featured on CD-ROM's developed by the South Carolina Department of Education for statewide distribution on career planning issues.
- ◆ Coordinated professional training for Student Services staff.

## COUNSELING AND INTERVIEWING

- ◆ Provided crisis intervention and referral for college students.
- ◆ Conducted intake interviews and develop individual career plans for students.
- ◆ Provided academic, career, and personal counseling to new and continuing students.
- ◆ Faculty advisor for Career Development students.
- ◆ Administered career planning assessment instruments.
- ◆ Provided group-counseling activities, and test interpretation.
- ◆ Advised and register high school students for college courses.

## COMMUNITY RELATIONS AND TRAINING

- ◆ Served as agency liaison to high school schools and various community organizations.
- ◆ Organized and coordinate training sessions for staff and community members.
- ◆ Designed and conduct informational workshops on numerous career development issues.
- ◆ Managed, plan, develop and implement programs and services that guide new and enrolled students.
- ◆ Scheduled and coordinate retention activities.
- ◆ Coordinated and organize orientation program for new students.
- ◆ Scheduled and conduct career planning and employability skills workshops.

## EMPLOYMENT HISTORY

**Adjunct Faculty (2008-Current)**

**Director, Opportunity Scholars Program (2009- 2016)**

**Director/Adjunct Faculty (2004-2008)**

University of South Carolina-Extended Campus- Coastal Region  
Beaufort, SC

**Director of Student Services (1988 - 2004)**

Technical College of the Lowcountry, Beaufort, SC

**Director of Career Planning and Job Placement (1987 - 1988)**

Technical College of the Lowcountry, Beaufort, SC

**New Horizons Coordinator (1986 - 1987)**

Technical College of the Lowcountry, Beaufort, SC

**District Director of Health Education (1984 - 1986)**

Department of Health and Environmental Control, Orangeburg, SC

**Executive Director (1983 - 1984)**

Columbia Free Clinic, Columbia, SC

**Director of Counseling (1981 - 1983)**

Women's Medical Clinic, Washington, DC

**Health Educator (1979 - 1981)**

Urban Health Center, Savannah, GA

## CONSULTATION

Kennesaw State University, Instructor, 2001-2002

Options Resource Outplacement Services, Consultant, 1995-1996

South Carolina Alliance of Tech Prep/STW, 2003

## PROFESSIONAL AFFILIATIONS

National Council of Instructional Administrators

Leadership Beaufort

South Carolina Placement Association

South Carolina Counseling Association

South Carolina Women Work

National Council of Student Development

National Career Development Association

## HONORS & AWARDS

Leaders for Change, National Institute for Leadership Development

Educator of the Year-Administrator/Manager Category

Leadership Beaufort  
Chair, SC Technical College Counseling Peer Group  
Certified Career Development Facilitator Instructor  
Master Career Development Professional

## TEACHING

Personal and Community Health (HPEB 321)  
University 101-Student in the University  
Health Education for the Elementary School (HPEDA 331)

## COMPUTER SKILLS

Microsoft Word  
Microsoft Excel  
Microsoft PowerPoint  
Social Media



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

<b>ITEM TITLE:</b>
APPROVAL OF APPOINTMENT
<b>MEETING NAME AND DATE:</b>
EXECUTIVE COMMITTEE MEETING <ul style="list-style-type: none"><li>DECEMBER 6, 2021</li></ul>
<b>PRESENTER INFORMATION:</b>
COMMITTEE CHAIRMAN SOMMERVILLE
<b>ITEM BACKGROUND:</b>
APPOINTMENT OF ANGELA SIMMONS, Ph.D. <ul style="list-style-type: none"><li>PARTIAL (1st TERM) TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES</li></ul>
<b>PROJECT / ITEM NARRATIVE:</b>
APPOINTMENT OF ANGELA SIMMONS, Ph.D. TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES WITH AN EXPIRATION DATE OF 2023.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
APPROVE, MODIFY OR REJECT
<b>OPTIONS FOR COUNCIL MOTION:</b>
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR ANGELA SIMMONS, Ph.D. TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES.





COUNTY COUNCIL OF BEAUFORT COUNTY  
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

**Top Three Priorities:** Please indicate by placing a “1”, “2”, or “3” alongside your choices.

**BOARDS AND COMMISSIONS**

- \_\_\_ Accommodations Tax (2% State)
- \_\_\_ Airports
- \_\_\_ Alcohol and Drug Abuse
- \_\_\_ Assessment Appeals
- \_\_\_ Beaufort County Transportation
- \_\_\_ Beaufort-Jasper Economic Opportunity
- \_\_\_ Beaufort-Jasper Water & Sewer
- 1 Beaufort Memorial Hospital
- \_\_\_ Bluffton Township Fire
- \_\_\_ Burton Fire
- \_\_\_ Coastal Zone Management Appellate (inactive)
- \_\_\_ Construction Adjustments and Appeals
- \_\_\_ Daufuskie Island Fire
- \_\_\_ Design Review
- \_\_\_ Disabilities and Special Needs
- \_\_\_ Economic Development Corporation
- \_\_\_ Forestry (inactive)
- \_\_\_ Historic Preservation Review
- \_\_\_ Keep Beaufort County Beautiful
- \_\_\_ Lady's Island / St. Helena Island Fire
- 2 Library
- \_\_\_ Lowcountry Council of Governments
- \_\_\_ Lowcountry Regional Transportation Authority
- \_\_\_ Parks and Recreation
- \_\_\_ Planning \*
- \_\_\_ Rural and Critical Lands Preservation
- \_\_\_ Sheldon Fire
- \_\_\_ Social Services (inactive)
- \_\_\_ Solid Waste and Recycling
- \_\_\_ Southern Beaufort County Corridor Beautification
- \_\_\_ Stormwater Management Utility
- \_\_\_ Zoning

DATE: 10/27/21 NAME: Angela Denise Simmons

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: \_\_\_\_\_

OCCUPATION: Higher Education Administration/Vice Chancellor at USCB

TELEPHONE: (Home) \_\_\_\_\_ (Office) \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ STATE: SC ZIP CODE: 29910

MAILING ADDRESS: \_\_\_\_\_ STATE: SC ZIP CODE: 29910

COUNTY COUNCIL DISTRICT: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☒ 10 ☐ 11 ☐

ETHNICITY: Caucasian ☐ African American ☒ Other ☐

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes ☐ No ☒

If “yes”, what is the name of the board and when does term expire? \_\_\_\_\_

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
  - o Email: [boardsandcommissions@bcgov.net](mailto:boardsandcommissions@bcgov.net)
  - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

**YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY**  
**YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED**  
**An incomplete application will be returned**

**\* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.**

Applicant's Signature: \_\_\_\_\_



October 27, 2021

**Via United States Mail, with copy by E-Mail**

Beaufort County Council  
c/o Mr. Joseph Passiment, Chairman  
Post Office Drawer 1228  
Beaufort, South Carolina 29902

Dear Mr. Chairman and Members of Council:

In accordance with Sec. 46-27 of the Beaufort County Code of Ordinances, it is with great pleasure that the Board of Trustees for Beaufort Memorial Hospital present the following nominees for consideration by Beaufort County Council to fill the vacancy on our Board due to the resignation of Dr. Kathy McDonagh.

As part of this process, members of the Board of Trustees conducted interviews with a number of Beaufort County residents who had expressed an interest in serving. These candidates hailed from all corners of Beaufort County and all areas of industry. After substantial consideration and discussion of the Board's current weaknesses and strengths, we unanimously nominated the following two individuals for Beaufort County Council's appointment to the Beaufort Memorial Hospital Board of Trustees.

Both of these nominees (i) carry with them exceptional credentials and a documented commitment to serving those in Beaufort County, (ii) further the Board of Trustees' goal of greater racial and gender diversity on our Board, (iii) have experience in navigating the rapidly changing landscape of community health, and (iv) have expressed a dedication to identifying and addressing social disparities in healthcare. The two nominees we proudly are presenting for County Council consideration are as follows:

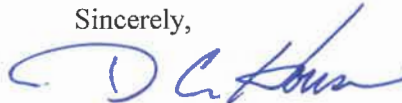
1. **Angela D. Simmons, Ph.D.** The current Vice Chancellor of Student Development at the University of South Carolina Beaufort, Angela is responsible for overseeing the health of the student body population, including academic advising, counseling and mental health services, career services, and housing and judicial affairs, as well as co-chairing the university's COVID-19 response. Further, over the last year, Angela has demonstrated her commitment to community by serving on both the Finance Committee and the Quality Improvement Committee of the Board of Trustees, during which time she has distinguished herself as an invaluable asset for Beaufort Memorial Hospital. Angela resides in the greater Bluffton area with her husband. We are honored to nominate Dr. Angela Simmons for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective upon approval by Beaufort County Council.
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Mr. Joseph Passiment, Chairman  
Page 2  
October 27, 2021

Both of the above-listed nominees meet the qualifications necessary for consideration by the Beaufort County Council for appointment to the Beaufort Memorial Hospital Board of Trustees. On behalf of Beaufort Memorial, we are excited about the opportunity these nominees present to add a strong and accomplished voice to our Board.

Thank you in advance for your consideration.

Sincerely,



David House, Chairman  
Board of Trustees  
Beaufort Memorial Hospital

Cc: Eric Greenway, County Administrator (*e-mail only*)  
Sarah W. Brock, Clerk to Council (*e-mail only*)  
Russell Baxley, Beaufort Memorial Hospital CEO (*e-mail only*)  
E. Richardson LaBruce, BMH Governance Committee Chair (*e-mail only*)

## **EDUCATION**

Doctor of Education, Higher Education

Florida State University

Dissertation: *The impact of long-term study abroad on the development of emotional-social intelligence in undergraduates*

Master of Science, Counselor Education

Concentration in Student Development in Higher Education

Mississippi State University

Bachelor of Science, Educational Psychology

Minor in Counselor Education

Mississippi State University

## **ADMINISTRATIVE EXPERIENCE**

### **Vice Chancellor for Student Development**

University of South Carolina Beaufort

December 2019 – Present

- Serve as a cabinet member reporting directly to the Chancellor at USCB, a public university with over 2,000 students, 30 academic programs and majors, and three campuses.
- Provide leadership and oversight for the Division of Student Development, which is charged with supporting the holistic well-being of students. These areas include: Academic Advising, Academic Support, Counseling & Accessibility Services, Career Service & Internships, Student Life, and Housing & Judicial Affairs.
- Provide direct supervision to the assistant vice chancellor of student development, a team of six department directors, and an administrative assistant.
- Oversee the retention efforts of the university, including using data and analysis to work with faculty and staff on the development and implementation of a retention plan that specifies effective retention and success initiatives.
- Partner with the Provost & Vice Chancellor for Academic Affairs to oversee the diversity, inclusion, and equity efforts of the university, including creating long-term strategies and collaborations designed to enhance the campus climate for historically marginalized students and employees.
- Co-chair the Public Health Team Committee charged with leading the university's COVID-19 response, including developing the Return to Work and Return to Campus plans and managing the daily quarantine/isolation and education efforts.

### **Assistant Vice President for Student Affairs**

Virginia Polytechnic Institute and State University, Blacksburg, VA

August 2014 – November 2019

- Served as a senior administrator reporting directly to the Vice President for Student Affairs in a division with 24 departments and an annual budget of over \$150 million at a land grant university with a student population of approximately 31,000 undergraduate and graduate students.
- Provided leadership and oversight for areas charged with facilitating student learning through co-curricular engagement including: Cultural and Community Centers, First Generation Student Support, New Student and Family Programs, Student Engagement and Campus Life, and VT Engage: The Community Learning Collaborative with over 80 full and part-time employees and 200 student staff.
- Provided direct supervision for a team of four department directors, a program director, and an associate director for finance.

- Managed and allocated budgets in excess of \$16 million that were derived from multiple sources, including state appropriations, student fees, self-generated revenue, grant funding, and donor contributions.
- Provided direction and oversight in the management of four campus facilities with an annual visitor rate of approximately 1.5 million.

### **Key Accomplishments**

- Co-Chaired the New Student Transition Strategy Team charged with coordinating the collaborative efforts between the Division of Student Affairs, Undergraduate Academic Affairs, and Enrollment Management related to the transition of all new students.
- Served as the Division of Student Affairs representative on the University Strategic Planning Advisory Committee, including service as a member of the Vision and Mission Subcommittee.
- Served as the Division of Student Affairs representative on Inclusive VT, the university's senior representatives who serve as liaisons between colleges/management areas and the Office of Inclusion and Diversity.
- Chaired the Division of Student Affairs Inclusive VT Catalysts, a committee that supports progress on inclusion and diversity issues, sponsors programming, and recognizes significant contributions by faculty, staff, and students.
- Served as a member of the Beyond Boundaries university visioning committee on the Preparing Students for the World thematic area.
- Served on the Campus Master Plan Committee, including membership on the Student Life Stakeholder Committee.
- Co-Chaired the Student Engagement in the Arts research project aimed at understanding how and why students engage in curricular and co-curricular art's initiatives.
- Co-Chaired the Student Engagement in Athletic Events Committee charged with increasing student participation at non-ticketed athletic events.
- Co-Chaired the Student Affairs Diversity and Inclusion Strategic Plan Committee charged with creating a comprehensive student affairs strategic plan to support the university's ongoing efforts related to diversity and inclusion.
- Initiated and managed organizational change related to the consolidation of two departments; the Leadership Education Collaborative and VT Engage.
- Provided oversight for a major capital project; Commonwealth Ballroom renovation (\$3M) and numerous small-scale building renovation projects.
- Co-led a group of 15 students on a cultural exchange program to South Africa to study the connections between apartheid and racial segregation in America.
- Provided leadership and oversight in the creation and/or enhancement of learning-centered programs for students, including; Welcome Week, Student Engagement Ambassadors, the creation of additional cultural and community centers, and expanded international service opportunities for students.
- Coordinated and facilitated two international orientation programs in China for students and their family members.

### **Director of Student Conduct**

Virginia Polytechnic Institute and State University, Blacksburg, VA

August 2012 – August 2014

- Oversaw the general operation of the office and the adjudication of non-academic student misconduct.
- Represented the office of Student Conduct in departmental, divisional, and university wide meetings and committees.
- Interacted with parents, legal counsel, the news media, referral agents and charged students who are connected with student disciplinary matters on campus.
- Engaged students in intentional conversations that promote interpersonal awareness, purposeful actions, self-reflection, community commitment, and civility.
- Supervised four professional team members and oversaw the supervision of a full-time Office Manager, Case Manager, and graduate assistant.
- Counseled individual students (both respondents and complainants) regarding their procedural guarantees and responsibilities.

- Administered the management, creation and maintenance of conduct records in accordance with applicable university policies and state/federal laws.
- Created, implemented, and maintained the mission, purpose, strategic vision, and student learning outcomes for the office.
- Certified authorized disclosure of student's disciplinary histories to employers and professional schools within the applicable confines of Federal privacy laws.
- Fostered a positive working relationship with and served as liaison to on and off-campus units.
- Resolved student conduct violations through informal resolution or case adjudication, and issued sanctions ranging from formal warning through dismissal from the university.

#### **Key Accomplishments**

- Integrated adaptable conflict resolution into the Student Code of Conduct and facilitated the approval of the new policy through university governance, including the Board of Visitors.
- Served as a member of the university's Care Team and supported the Senior Associate Vice President for Student Affairs in the Threat Assessment Team's assessment, intervention, and monitoring efforts.
- Facilitated training sessions for Appellate Officers, Peer Advisors, Student Conduct Committees, Orientation Leaders, and other university community members.
- Participated in training sessions for Housing and Residence Life professional, graduate and undergraduate staff.
- Facilitated a memorandum of understanding for shared office space with the University Honor System.

#### **Director of the Center for Student Involvement & Leadership**

Millersville University, Millersville, Pennsylvania

September 2004 – August 2012

- Provided direct supervision for the following services and programs: Orientation, Greek Life, Leadership Development, Student Activities, and Student Organizations.
- Supervised a staff of 12 (two assistant directors, one coordinator, one administrative assistant, one graduate assistant and seven students).
- Directly managed and monitored university, auxiliary, and Student Senate allocated annual budgets totaling over \$750,000.
- Oversaw policy development, planning, and the overall coordination of over 130 student organizations through the implementation of organization registration, the creation of publications, and the development of training workshops.
- Assisted Student Senate with policies and procedures related to the recognition of student organizations.
- Oversaw the programming of annual campus events such as the Leadership Awards Banquet, SuperFest, Family Weekend, programming board spring concert, student organization fair, and the annual block party.

November 2006 – March 2008

- Assumed additional responsibilities during a period of transition within the Division of Student Affairs.
- Provided direct supervision for the Wellness and Women's Program.
- Coordinated the campus Community Service Program, which served as a clearinghouse for volunteer opportunities.
- Assisted work-study students in identifying community service work sites and securing employment outside of the university.

#### **Key Accomplishments**

- Chaired the university-wide Orientation Committee responsible for developing a new, comprehensive five day Fall Orientation Program, which was implemented Fall 2007.
- Partnered with the Assistant to the President for Social Equity and Diversity in the development and implementation of the Collegiate Leadership Development Program (CLDP), a program designed to assist students of color during their transition to the university.
- Responsible for the development and implementation of the Emerging and Seasoned Leaders Programs, which focused on a holistic approach to leadership development.

- Partnered with the Coordinator of the Women's Center in the creation of an annual Women's Leadership Retreat.
- Responsible for the creation and implementation of a diversity training program for students participating in Fall New Student Orientation.
- Partnered with the Associate Provost for Enrollment Management in the development of a leadership program for students participating in the Millersville Scholars Program, an initiative geared towards assisting at-risk students.
- Worked with the Director of Pre-Collegiate Programs in the development and implementation of Millersville Concerned Women, a program for female students of color.
- Served on the Student Memorial Center Renovation Committee, which provided input and made recommendations during the planning and design phases.
- Served on the President's Advisory Leadership Council, an assembly of key administrative, faculty, and staff leaders that fosters shared governance through its discussions of key issues on campus.
- Appointed by the Vice President of Student Affairs and the Provost to serve on the Steering Committee for the Middle States Accreditation Self-Study, a University-wide committee charged with providing leadership for the Self-Study design and implementation.

### **Assistant Dean of Students and Director of Greek Life**

Florida State University, Tallahassee, Florida

September 2001 – September 2004

- Supervised all operations of the University Greek community comprised of 49 organizations with over 3800 students.
- Hired, trained, supervised and evaluated Assistant Director and two Graduate Assistants.
- Advised daily operations, budget creation and management, programming, crisis management, and policy enforcement of the Interfraternity Council, National Pan-Hellenic Council, Panhellenic Council, Multicultural Council, and Greek Board.
- Served as the first responder to crisis situations within the Greek community.
- Provided training, education, development, and support services for chapter presidents, council executive board members, and chapter advisors.
- Served as a University liaison between alumni advisors, housing corporations, leadership consultants, and headquarters staff.
- Met regularly with individual chapter presidents to assist with assessment of organizational needs, goal setting, and program development.
- Selected, trained, and advised Interfraternity Council, National Pan-Hellenic Council, and Panhellenic Council Judicial Boards.
- Collaborated with the Office of Student Rights and Responsibilities on all fraternity and sorority judicial issues.
- Partnered with Environmental Health and Safety to coordinate annual fire inspections for fraternity and sorority chapter houses.
- Supervised all formal and informal recruitment processes for men's and women's fraternities.
- Negotiated various entertainment contracts and agreements for services on behalf on the governing councils.
- Oversaw implementation of campus-wide 32-hour Dance Marathon.

### **Key Accomplishments**

- Served as a member of the Dean of Students Leadership Team focused on providing leadership and vision for the department.
- Researched, created, implemented, and served as an instructor for Emerging Leaders; a program for new members of fraternities and sororities.
- Created a governing council for Multicultural fraternities and sororities.

### **Assistant Director of Greek Life**

Florida State University, Tallahassee, Florida

May 1999 – September 2001

- Planned and coordinated leadership training events such as Greek Leadership Conference and Greek Advance.

- Advised officers and members of Order of Omega, Greek Ambassadors, and GAMMA.
- Advised officers and members of Greek Board in the planning of Greek Week and the Greek Awards Banquet.
- Assisted fraternity and sorority scholarship chairs in developing long term goals.
- Tracked fraternity and sorority grades and member statistics.
- Supervised graduate interns.

### **Assistant Director of Student Activities**

University of West Georgia, Carrollton, Georgia

September 1994 - August 1997

- Advised the Black Student Alliance and actively provided professional leadership and guidance to officers and various committees.
- Coordinated Black History Month activities.
- Developed and maintained the Black Cultural Resource Center.
- Advised Panhellenic Council, Black Greek Council, and Gamma Sigma Alpha.
- Coordinated the registration process for student organizations.
- Served as a consultant to registered student organizations and their advisors.
- Assisted student organizations and University departments in creating and implementing leadership development programs for student leaders.
- Conducted "Diversity 101" workshops for student leaders.
- Developed, implemented, and maintained campus-wide community service program.
- Selected, trained, and supervised student workers in the production of identification cards.
- Developed and revised all office publications.

### **RELATED EXPERIENCE**

#### **University Judicial Hearing Officer**

Florida State University, Tallahassee, Florida

January 2000 – September 2004

#### **Instructor, First Year Experience**

Florida State University, Tallahassee, Florida

Fall – 1999, 2001, 2002, 2003 & Summer 2004

#### **Graduate Assistant, Hardee Center for Women in Higher Education**

Florida State University, Tallahassee, Florida

August 1997 – May 1999

### **SELECTED UNIVERSITY COMMITTEES**

- Co-Chair, Student Affairs Policy Review Committee, Virginia Tech
- Co-Chair, Curiosity Aspiration Committee, Virginia Tech
- Member, Creativity and Innovation Advisory Board, Virginia Tech
- Member, NPHC Vision and Planning Committee, Virginia Tech
- Chair, Student Affairs Professional Development Committee, Millersville University
- Member, President's Commission on the Status of Women, Millersville University
- Member, Council for Institutional Effectiveness & Accountability, Millersville University
- Member, Institutional Identity Committee, Millersville University
- Member, Alcohol and Other Drugs Steering Committee, Millersville University
- Member, Student Memorial Center Renovation Committee, Millersville University
- Chair, Dean of Students Professional Development Committee, Florida State University
- Member, University-Wide Public Safety Committee, Florida State University



### **SELECTED PROFESSIONAL & COMMUNITY INVOLVEMENT**

- Faculty Member, ACPA Mid-Level Management Institute
- Cluster Facilitator, LeaderShape, Allerton Conference Center
- Faculty Member, ASCA Gehring Academy for Student Conduct Administration
- Facilitator, Undergraduate Interfraternity Institute
- Planning Committee, Faculty Women of Color in the Academy Conference
- ACPA Institute for Aspiring Senior Student Affairs Officers
- ACPA Mid-Level Management Institute
- Introduction to Restorative Practices & Using Circles Effectively, International Institute for Restorative Practices
- StrengthsQuest Educator Seminar
- ACPA Cultural Study Tour, Ghana
- Management Academy, University Organizational and Professional Development, Virginia Tech
- Women's Leadership & Mentoring Program, Virginia Tech
- Member, ACPA Commission for Spirituality, Faith, Religion and Meaning
- Member, Student Affairs Administrators in Higher Education - NASPA
- Member, American College Personnel Association – ACPA
- Mentor, ACPA Coalition for Women's Identities
- Mentor, Women's Leadership & Mentoring Program, Virginia Tech
- Board of Directors, Women's Resource Center of the New River Valley
- Board or Directors, Urban League of Lancaster County