



County Council Meeting Beaufort County, SC

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

**Tuesday, November 12, 2024
5:00 PM**

AGENDA

COUNCIL MEMBERS:

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

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member Gerald Dawson
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 - *October 14, 2024*
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING AND COMMEMORATING 50 YEARS OF SERVICE OF THE BEAUFORT COUNTY ALCOHOL AND DRUG ABUSE DEPARTMENT, ALSO RECOGNIZED AS NEXUS CARE OF BEAUFORT COUNTY - *Council Member Gerald Dawson*

CITIZEN COMMENTS

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- [8.](#) **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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COMMITTEE REPORTS

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9. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

10. APPROVAL OF CONSENT AGENDA
- [11.](#) APPROVAL TO AUTHORIZING THE COUNTY ADMINISTRATOR TO OFFER A BUYBACK OR EMPLOYEE PERSONAL LEAVE FOR FY2025 - *Katherine Mead, Beaufort County Human Resources Director*
- [12.](#) APPROVAL TO OBSERVE MONDAY, DECEMBER 23, 2024 AS AN ADDITIONAL CHRISTMAS HOLIDAY FOR BEAUFORT COUNTY EMPLOYEES - *Michael Moore, County Administrator*
- [13.](#) DISCUSSION OF THE US 278 CORRIDOR PROJECT STATE INFRASTRUCTURE BANK (SIB) INTERGOVERNMENTAL AGREEMENT (**FISCAL IMPACT: The total project cost is \$488M. Currently, there is \$298M in available funding which leaves a \$190M shortfall**) - *Jared Fralix, Assistant County Administrator, Infrastructure*
- [14.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) GENERAL OBLIGATION BONDS OF 2025 OF BEAUFORT COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO
Vote at First Reading on October 14, 2024: 10:0
Vote at Second Reading on October 28, 2024: 8:0
- [15.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000
The Vote at First Reading on October 28, 2024 - 7:0:1
- [16.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000
Vote at First Reading on October 28, 2024: 7:0:1
- [17.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD
Vote at First Reading on October 28, 2024 - 7:0:1
- [18.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND
Vote at First Reading on October 28, 2024: 6:0:2
- [19.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY (**FISCAL IMPACT: \$2,720,000 to be funded by ARPA funds**)
Vote at First Reading on October 28, 2024- 8:0
- [20.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF

PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000

Vote at First Reading on October 28, 2024- 8:0

- [21.](#) FIRST READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENTS OF SOUTH CAROLINA CODE OF LAWS
- [22.](#) FIRST READING OF AN ORDINANCE AMENDING BUDGET ORDINANCE 2024/25, TO REFLECT THE APPROVAL OF USE OF GENERAL FUND -FUND BALANCE FOR \$3,300,000 FOR FLEET SERVICES VEHICLE AND EQUIPMENT PURCHASES. (***FISCAL IMPACT: \$3,300,000. If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding option selected by council***)
- [23.](#) APPROVAL ONE OF TWO PROPOSED OPTIONS FOR THE 2025 COMMITTEE AND COUNTY COUNCIL MEETING CALENDAR

CITIZEN COMMENTS

24. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL
- Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.***
25. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Finance Committee

1. APPROVAL OF A RESOLUTION TO ACCEPT GRANT FUNDS FROM THE SOUTH CAROLINA DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$100,000 IN SUPPORT OF PROJECT MICRO
 2. APPROVAL OF A CONTRACT AWARD TO DESIGN-BUILD TEAM MITCHEL CONSTRUCTION & COAST ARCHITECTS FOR IFB #080824 AGNES MAJOR & WESLEY FELIX COMMUNITY CENTERS **(FISCAL IMPACT: \$3,040,452.00)**
 3. Boards and Commissions Appointments & Reappointments
-

END OF CONSENT AGENDA

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

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



County Council Meeting Beaufort County, SC

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

**Monday, October 14, 2024
5:00 PM**

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/317526>

1. CALL TO ORDER

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

PRESENT

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

ABSENT

Vice-Chairman Lawrence McElynn

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the pledge of allegiance and Council Member Tabernik gave the invocation.

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

Chairman Passiment stated that public notice of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

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

The Vote - Motion was approved without objection.

5. ADMINISTRATOR'S REPORT

To see the full County Administrator report please click on the link below.

<https://beaufortcountysc.new.swagit.com/videos/317526>

6. CITIZEN COMMENTS

Citizen comments were taken.

7. LIASION AND COMMITTEE REPORTS

To see the full County Administrator report please click on the link below.

<https://beaufortcountysc.new.swagit.com/videos/317526>

8. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Lawson, Seconded by Council Member Tabernik to approve the following consent agenda items; approval for the demolition of the Agnes Major Community Center to be performed by public works; approval of a resolution to accept a SC Aeronautics Commission office grant for \$750,000 for HDX Terminal Improvement Project; approval of a resolution authorizing the county administrator to adopt and implement the local accommodations tax and local hospitality tax grant funding policy; approval of a resolution authorizing the county administrator to enter into a facility use agreement with the Beaufort County School District; approval of a resolution adopting the Beaufort County social media policy; third reading of an ordinance accepting the transfer of authority for conducting municipal elections from the Town of Port Royal to the Beaufort County Board of Voter Registration And Elections; and boards and commissions appointments & reappointments.

The Vote - Motion was approved without objection.

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

Motion: It was moved by Council Member Lawson, Seconded by Council Member Tabernik to approve first reading of an ordinance to provide for the issuance and sale of not exceeding seventy million dollars (\$70,000,000) general obligation bonds of 2025 of Beaufort County, South Carolina; to prescribe the purposes for which the proceeds shall be expended; to provide for the payment thereof; and other matters relating thereto.

The Vote - Motion was approved without objection.

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

Motion: It was moved by Council Member Dawson, Seconded by Council Member Howard to approve public hearing and second reading of an ordinance amending the Community Development Code (CDC): section 3.1.60 (consolidated use table), 3.3.40 (community center mixed use (c4) zone standards), and 3.3.50 (regional center mixed use (c5) zone standards) to allow dwelling: single family detached unit in c4 neighborhood mixed use and c5 regional center mixed use.

The Chair opened the floor for public hearing.

No one came forward.

The Chair closed public hearing.

The Vote - Motion was approved without objection.

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

Motion: It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve public hearing and second reading of an ordinance for a text amendment to article 1 (general provisions), division 1.3 (applicability and jurisdiction), section 1.3.50 (exemptions) of the Community Development Code (CDC) to provide exemptions to address county public services uses.

The Chair opened the floor for public hearing.

No one came forward.

The Chair closed public hearing.

The Vote - Motion was approved without objection.

12. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN

Motion: It was moved by Council Member Howard, Seconded by Council Member Cunningham to approve public hearing and second reading of an ordinance for a comprehensive plan amendment to add the Beaufort County Housing Impact Analysis as an appendix to the 2040 Comprehensive Plan.

The Chair opened the floor for public hearing.

No one came forward.

The Chair closed public hearing.

The Vote - Motion was approved without objection.

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

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

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard to approve public hearing and second reading of an ordinance amending Beaufort County Code of Ordinances part 1 general ordinances, Chapter 46 Health and Sanitation, article IV Alcohol And Drug Abuse Board sections 121 purpose and 122 powers and duties; and repealing section 46-122 membership.

The Chair opened the floor for public hearing.

No one came forward.

The Chair closed public hearing.

The Vote - Motion was approved without objection.

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

Motion: It was moved by Council Member Brown, Seconded by Council Member Cunningham to approve public hearing and second reading of an ordinance authorizing the County Administrator to enter into a lease agreement with Lowcountry Regional Transportation Authority for the county owned real property located at 316 Castle Rock Road.

The Chair opened the floor for public hearing.

No one came forward.

The Chair closed public hearing.

The Vote - Motion was approved without objection.

15. CITIZEN COMMENT PERIOD

Citizen comments were taken.

16. EXECUTIVE SESSION

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

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

Pursuant to S.C. Code Section 30-4-70(a)(2) to engage in discussions and negotiations incident to proposed contractual arrangements (St. James Baptist Church)

Pursuant to S.C. Code Section 30-4-70(a)(1) to discuss the appointment of a person regulated by a public body or the appointment of a person to a public body. (BJWSA appointment)

The Vote - Motion was approved without objection.

17. MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member Lawson seconded by Council Member Brown to authorize county administrator to execute all necessary documents to resolve any and all claims and to allocate funds as discussed in executive session in order to move forward with the construction of the Okatie River Park project.

The Vote - Voting Yea: Chairman Passiment, Council Member Brown, Council Member Lawson, and Council Member Reitz. Voting Nay: Council Member Bartholomew, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, and Council Member Tabernik. The motion failed 4:6.

Motion: It was moved by Council Member Glover, seconded by Council Member Howard that council authorize the Chairman of County Council to send a letter to the County Legislation Delegation to ask that they reconsider both nominations and that Legislative Delegation forward

council's recommendation on recommending candidates to the Governor as replacement for their current recommended candidates.

The Vote - Voting Yea: Chairman Passiment, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Tabernik, and Council Member Reitz. **Voting Nay:** Council Member Cunningham, and Council Member Lawson. The motion passed 8:2.

18. ADJOURNMENT

The meeting adjourned at 6:51PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, the South Carolina General Assembly passed Act 301 in 1973, designating each county to have a single county authority on alcohol and drug abuse; and

Whereas, the Beaufort County Alcohol and Drug Abuse Department was established in 1974 as a result of Act 301, and

Whereas, the Beaufort County Alcohol and Drug Abuse Department has continually served the citizens of Beaufort County since 1974; and

Whereas, the Beaufort County Alcohol and Drug Abuse Department acknowledged the need to eliminate stigma and began doing business as Nexus Care of Beaufort County in 2024; and

Whereas, despite many changes over the past 50 years, the Beaufort County Alcohol and Drug Abuse Department remains, and will continue to be steadfastly committed to community service and compassion for individuals and families affected by substance misuse; and

Whereas, Beaufort County, South Carolina, remains dedicated to allocating its resources to ensure ongoing access to prevention, intervention, treatment, and recovery services for its citizens, fostering healthy individuals, thriving communities, and brighter futures.

Now, therefore, be it resolved that Beaufort County Council hereby recognizes and commemorates 50 years of service of the Beaufort County Alcohol and Drug Abuse Department, also recognized as Nexus Care of Beaufort County.

Dated this 12th day of November 2024

Joseph F. Passiment, Chairman
Beaufort County Council



CITIZENS COMMENTS 2nd PORTIONAny TopicDATE: 11-12-24PRINT FULL NAME: Pastor Dack Lacy

TOPIC: _____

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTIONAny TopicDATE: 11-12-2024PRINT FULL NAME: Rev. Joe L. SimmonsTOPIC: Penn Center Heritage Parade

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTIONAny TopicDATE: 11/12/24PRINT FULL NAME: Deborah L. MartinTOPIC: Parade (Heritage)COUNTY COUNCIL ^{2nd}CITIZENS COMMENTS 1st PORTIONAGENDA ITEMS ONLYDATE: 11/12/24PRINT FULL NAME: Natasha D RobinsonAgenda Item to be addressed: Heritage & concernsCITIZENS COMMENTS 1st PORTION

Item 8.

AGENDA ITEMS ONLYDATE: 11/12/24PRINT FULL NAME: Carrie P. MajorAgenda Item to be addressed: Consent Agenda # 2, Parade / Youth & Community Center on St. Helene

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTIONAny TopicDATE: Nov. 12. 24PRINT FULL NAME: Dr. Cynthia SmallTOPIC: Heritage Parade

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTIONAny TopicDATE: 11/12/24PRINT FULL NAME: Natasha D RobinsonTOPIC: community concerns about Heritage Days

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTIONAny Topic

DATE: _____

PRINT FULL NAME: Liz A. Santagata ^{Appraiser}TOPIC: Parade - MLK Parade / County view of Community



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:
Approval authorizing the County Administrator to offer a buyback of employee Personal Leave Time for FY2025.
MEETING NAME AND DATE:
County Council Regular Session – November 12, 2024
PRESENTER INFORMATION:
John Robinson – Acting CFO Katherine Mead – Beaufort County Human Resources Director <i>5-10 minutes</i>
ITEM BACKGROUND:
This program has been offered to county employees from 2016-2023, with exception to 2019. The program allows county employees an opportunity to cash-out their accrued personal leave time, with a cap of 40 hours or one-half of their balance, whichever is less. Employees must have a beginning balance of at least 24 hours to participate.
PROJECT / ITEM NARRATIVE:
FISCAL IMPACT:
The fiscal impact currently exists since the liability must be carried on our books. FY24 fiscal impact was \$594,112.25. FY25 estimated impact is \$665,405. The FY25 payroll contingency fund can support the estimated fiscal impact (Current balance \$4,566,199).
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval for the County Administrator to authorize a buyback program for FY25.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve the authorization for the County Administrator to offer a buyback of employee Personal Time off for 2024.</i> <i>Motion to deny the authorization for the County Administrator to offer a buyback of employee Personal Time off for 2024.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE:
Consideration of approval of Monday, December 23, 2024, as an additional Christmas Holiday for Beaufort County employees.
MEETING NAME AND DATE:
County Council Regular Session – November 12, 2024
PRESENTER INFORMATION:
Michael Moore, County Administrator Katherine Mead, Beaufort County Human Resources Director <i>5-10 minutes</i>
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
County Administration recommends that Council consider approving Monday, December 23, 2024, as a 3 rd paid Christmas holiday for employees. Tuesday, December 24, and Wednesday, December 25, are already established paid holidays for employees.
FISCAL IMPACT:
Any fiscal impact is negligible.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that Council approve Monday, December 23, 2024, as a 3 rd paid Christmas holiday for employees.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve Monday, December 23, 2024, as an additional Christmas Holiday for Beaufort County employees.</i> <i>Motion to deny Monday, December 23, 2024, as an additional Christmas Holiday for Beaufort County employees.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:
Discussion of the US 278 Corridor Project State Infrastructure Bank (SIB) Intergovernmental agreement
MEETING NAME AND DATE:
Public Facilities and Safety, November 18, 2024
PRESENTER INFORMATION:
Jared Fralix Assistant County Administrator – Infrastructure (15 minutes)
ITEM BACKGROUND:
The County was awarded \$120,000,000 grant from the State Infrastructure Bank in July 2020. A subsequent IGA between the SIB and the County was approved on November 30, 2021. The IGA defined the terms of the grant and the project assurances required by the County.
PROJECT / ITEM NARRATIVE:
In June 2024, the SIB sent correspondence requesting an update on the municipal consent for the project and a plan for the funding shortfall. Additionally, the Bank stated an addendum to the agreement would be required to the Bank's satisfaction to provide updates for the funding shortfall and project schedule. The County responded back to the SIB in July explaining Council had placed \$90M on the upcoming referendum and requested that the Bank provide an additional \$90M of funding to the project to help secure the \$190M shortfall.
FISCAL IMPACT:
The total project cost is \$488M. Currently, there is \$298M in available funding that leaves a \$190M shortfall.
STAFF RECOMMENDATIONS TO COUNCIL:
For discussion purposes only
OPTIONS FOR COUNCIL MOTION:
For discussion purposes only

BOARD OF DIRECTORS

John B. White, Jr., *Chairman*Ernest Duncan, *Vice Chairman*

Representative Chris Murphy

Senator C. Ross Turner, III

Pamela L. Christopher

David B. Shehan

André Bauer

South Carolina Transportation Infrastructure Bank



955 Park Street
Room 120 B
Columbia, SC 29201
P: (803) 737-2825
Fax: (803) 737-2014

November 7, 2024

Michael Moore
Beaufort County Administrator
100 Ribault Road
Beaufort, SC 29201

Re: Beaufort County US 278 Project

Dear Mr. Moore:

In your July 3, 2024, letter to me, you informed the Bank the estimated funding shortfall for the US 278 Project was approximately \$190 million. You indicated the County intended to fund approximately \$90 million from a transportation sales tax referendum to be placed on the November general election ballot. On November 5, 2024, this bond referendum failed by a substantial margin of 55% to 45%.

As you know, the Intergovernmental Agreement between Beaufort County and the Bank provides that Beaufort County is responsible for any overages over the total cost of the Project. The total project cost referenced in the IGA is \$292,350,000. The Bank's commitment is a grant of \$120 million. An updated total project cost now ranges between \$425 million and \$480 million depending on the design of the project. Your letter indicated Beaufort County would allocate \$90 million toward the overage with funding coming from the transportation sales tax. Now that the transportation sales tax has been soundly rejected, please provide a detailed and complete explanation how Beaufort County intends to fund its approximately \$200 million requirement. Your letter requested the Bank provide an additional grant of \$90 million to go toward the funding shortfall. As you can imagine, the Bank Board must obtain better information from Beaufort County how it intends to fund the shortfall before the Bank can contemplate whether to provide additional grant dollars to the project.

Please respond within 15 days so the Bank Board can make a decision on how best to proceed with this Project.

If you should have any questions, please do not hesitate to contact me or Charles Cannon at (803) 737-1225.

Sincerely,

John B. White, Jr.
Chairman

Cc: Board Members

South Carolina Transportation Infrastructure Bank

Project Quarterly Progress Report

Date Received by the SCTIB: _____

Project Title: US 278 Improvement Project

Fiscal Year: 2024

Quarter: 9/30/2024

Project Description:	Safety and Capacity Improvements along US 278 from Moss Creek Drive to Spanish Wells Road
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Project Status	% Complete	Comment(s) on Project Status
Design	30	30% Bridge and Road plans to be submitted to SCDOT for review
ROW	0	
Environmental and Related Approvals	95	FONSI Document will be approved by FHWA in October
Litigation	0	
Construction	0	
Total Project	25	

Change Orders	Y/N	Approval for Material Changes by SCTIB	Explanation
Project Changes	N	N/A	
Project Scope Changes			

Financial Section								
Project Costs by Funding Sources		Sources of Funds						
		Local Funds - Match		Other Funds		SCTIB Funds (Note what SCTIB funds are approved to be spent on per IGA, e.g. Construction)		
Project Phase	Total Project Budget	Budget	Expensed to Date	Budget	Expensed to Date	Budget	Expensed to Date	Total Expensed to Date
Design	28,250,000.00	19,250,000.00	5,465,242.89	9,000,000.00	6,180,027.48	0.00	0.00	11,645,270.37
Right-of-Way	5,340,000.00	4,840,000.00	0.00	500,000.00	0.00	0.00	0.00	0.00
Construction	454,000,000.00	86,510,000.00	0.00	65,000,000.00	0.00	120,000,000.00	0.00	0.00
Total	487,590,000.00	110,600,000.00	5,465,242.89	74,500,000.00	6,180,027.48	120,000,000.00	0.00	11,645,270.37

Financial Section					
Expenses by Project Component					
Project Phase	Total Project Budget	Prior Balance Aggregate	Current Quarter Expenses	Total Expensed to Date	Balance
Design	28,250,000.00	11,351,423.37	293,847.00	11,645,270.37	16,604,729.63
Right-of-Way	5,340,000.00	0.00	0.00	0.00	5,340,000.00
Construction	454,000,000.00	0.00	0.00	0.00	454,000,000.00
Total	487,590,000.00	11,351,423.37	293,847.00	11,645,270.37	475,944,729.63

Construction Schedules			
Task Name	Start	Finish	Comment(s)

Note: Chart or timeline can be added for construction schedules.

Describe any pending claims or lawsuits other than those related to right of ways.

Explain with specificity any information relating to the possible or actual increase in project costs from any source including inflation

An updated opinion of probable cost was completed in February 2024 as part of the plan development process and the new OPC accounts for the roughly 35-50% cost escalation SCDOT has experience since the pandemic. The price of steel and concrete has increased significantly since the last time an estimate was completed on the project and there has been significant increase in the overall cost of projects overall.

US 278 Corridor Project - Funding Sources		
Beaufort County one-cent tax referendum (approved on 11/6/18)	\$	80,000,000
Beaufort County Road Impact Fees	\$	12,300,000
Beaufort County GO Bonds for Jenkins Island Work	\$	7,000,000
Town of Hilton Head Right-of-way Dedication	\$	3,350,000
Federal Guideshare Funds	\$	4,200,000
SCDOT Bridge Replacement Funds	\$	65,500,000
SC State Infrastructure Bank (SIB) Grant	\$	120,000,000
Total	\$	292,350,000

County	
\$	99,300,000
HHI	
\$	3,350,000
SCDOT	
\$	69,700,000
SIB	
\$	120,000,000.00

**INTERGOVERNMENTAL AGREEMENT
FOR BEAUFORT COUNTY
IN BEAUFORT COUNTY, SOUTH CAROLINA**

This Intergovernmental Agreement is made and entered into as of Nov. 30, 2021 by and between **BEAUFORT COUNTY, SOUTH CAROLINA (“the County”)**, a body politic and corporate and a political subdivision of the State of South Carolina, and the **SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK**, a body corporate and politic and an instrumentality of the State of South Carolina (the “Bank”), which shall be collectively referred hereinafter to as the “Parties,” and individually referred to hereinafter, where appropriate, as a or the “Party,” concerning improvements of US 278 from Moss Creek Drive to Spanish Wells Road hereinafter referred to as the “Project,” located in Beaufort County, South Carolina, which Project is described in more detail here in below and in the County’s Application for Financial Assistance submitted to the Bank, and this Intergovernmental Agreement is hereinafter referred to as the “Agreement.”

WITNESSETH

WHEREAS, the Bank was created for the purpose, among others, of selecting and assisting in financing major transportation projects by providing Financial Assistance to government units for constructing and improving highway facilities necessary for public purposes, including economic development, as is more fully set forth in the South Carolina Transportation Infrastructure Bank Act (“SCTIB Act”), S.C. Code Ann. §§ 11-43-110, *et seq.* as amended;

WHEREAS, pursuant to the SCTIB Act, the Bank has all power necessary, useful, and appropriate to provide grants, loans and other Financial Assistance in a manner as the Board determines advisable; routinely provides such Financial Assistance; and solicited applications for Financial Assistance pursuant to the authority granted in the SCTIB Act;

WHEREAS, by an Application submitted to the Bank on or about July 24, 2019, as supplemented by other submissions to the Bank, the County requested Financial Assistance for the Project;

WHEREAS, at a meeting on July 6, 2020, the Bank's Evaluation Committee reviewed applications for Financial Assistance and made recommendations to the Bank Board concerning those applications, including the Application of the County;

WHEREAS, at a meeting on July 7, 2020, the Bank's Board of Directors, hereinafter referred to as the "Bank Board", reviewed and considered its available funding capacity, the project applications for funding, and the Evaluation Committee's recommendations;

WHEREAS, at the meeting on July 7, 2020, the Bank Board determined that the Project was eligible and qualified for Financial Assistance in the form of a grant and resolved to provide the grant subject to certain conditions specified in the Resolution approved by the Bank Board or contained within the Bank's Overall Operating Guidelines, Procedures and Standard Conditions for Financial Assistance;

WHEREAS, the SCDOT Commission reviewed and approved the Financial Assistance to be provided to the Project by the Bank at its meeting on July 16, 2020;

WHEREAS, the Joint Bond Review Committee of the General Assembly reviewed and approved the Financial Assistance to be provided to the Project by the Bank at its meeting on August 11, 2020;

WHEREAS, the Parties now desire to set forth the respective responsibilities of the Parties for the Project, including the funding of the Project;

NOW, THEREFORE, in consideration of the mutual benefits, promises and obligations set forth herein, the sufficiency of which are hereby acknowledged and accepted by each Party hereto, the Parties hereby agree as follows:

ARTICLE I

1. Definitions

For purpose of this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Account" means the account of the Bank maintained by the South Carolina State Treasurer into which is deposited monies to fund Disbursements for Eligible Costs of the Project.

“Act” means the South Carolina Transportation Infrastructure Bank Act, which is codified as South Carolina Code Annotated Sections 11-43-110, *et seq.*, as amended.

“Application” means the final Application for Financial Assistance submitted by the County to the Bank on or about July 24, 2019, as supplemented by other materials submitted by the County to the Bank prior to and after the date of the Application up to the date on which the Bank Board approved Financial Assistance to the Project which was July 7, 2020.

“Budget” means the budget established by the Bank for the Project.

“Contract” means any contracts authorized by law entered into by SCDOT or the County with any other person or firm for engineering, design, construction, materials or similar purposes for the Project.

“Disbursements” means the transfer or payment of monies pursuant to draw requests to reimburse SCDOT or the County for Eligible Costs of construction of the Project or for the payment of invoices approved by Bank and/or its designee for Eligible Costs of construction of the Project incurred pursuant to a Contract.

“Eligible Cost(s)” has the same meaning as set forth in S.C. Code Ann. § 11-43-130(5) as applied to qualified projects to be funded from the state highway account of the Bank, but is limited on this Project to Eligible Costs related to actual construction of the Project. Eligible Costs do not include those costs set forth in Section 6.2 of this Agreement that are recognized in that section as not being Eligible Costs for the Project.

“Event of Default” means the breach by the County of a provision or obligation in this Agreement, including any provision applicable to SCDOT.

“Financial Assistance” includes, but is not limited to, loans, grants, contributions, credit enhancement, capital or debt reserves for bonds or debt instrument financing, interest rate

subsidies, provision of letters of credit and credit instruments, provision of bond or other debt financing instrument security, and other lawful forms of financing and methods of leveraging funds that are approved by the board, as contemplated by and described in the SCTIB Act, S.C. Code Ann. §§ 43-11-110, *et seq.*, as amended. However, for purposes of this Agreement, Financial Assistance means a grant from the Bank not to exceed \$120,000,000.

“Fiscal Year” means the fiscal year of the State of South Carolina that runs from July 1 to June 30.

“Project” means, for the purposes of this Agreement only, the improvements for US 278 from Moss Creek Drive to Spanish Wells Road in Beaufort County as described in the Application, as updated, and revised up to the date on which the Bank approved Financial Assistance for the Project which was July 7, 2020.

“SCDOT” means the South Carolina Department of Transportation.

ARTICLE II

2. Term of Agreement

This Agreement shall be effective as of Nov. 30, 2021, and shall terminate, except for specific provisions set forth herein that are expressly stated to survive the termination of this Agreement, on the date the last of the following events occurs (i) the Bank makes the final Disbursement on the Project; (ii) the final local financial contribution or financial contribution from any source other than the Bank for the Project is received; (iii) the Bank receives the final payment or reimbursement due it from the County pursuant to the terms and provisions of this Agreement; or (iv) the Project, including all components, is declared completed and accepted by the Bank (or alternatively, on projects managed by SCDOT, accepted by SCDOT).

ARTICLE III

3. Funding Commitments of Parties

The total estimated cost of the Project is \$292,350,000, which will be met by the funding commitments described in more detail below.

3.1 Bank

Subject to the provisions, terms, and conditions in this Agreement, the Bank shall establish a Budget for the Project within the Account of the Bank. From revenues and funds of the Bank as determined by the Bank in its discretion, the Bank may deposit into the Account, or credit the Budget, in such increments as it determines, Financial Assistance in the form of grant(s) for the Project not to exceed \$120,000,000. The Bank may make Disbursements from the Account, pursuant to Section 6 of this Agreement, to pay for Eligible Costs of the Project incurred by the SCDOT on behalf of the County or the County on Contracts. This grant shall be used only for Eligible Costs of the Project and shall be paid out through Disbursements from the Account subject to the provisions of this Agreement, including Section 6.

In no event at any time shall the Bank be required to increase its Financial Assistance, grants, credits, disbursements, or contributions to the Project beyond \$120,000,000 or to disburse, advance, transfer or pay from its own monies in excess of \$120,000,000 for the Project.

Any savings or reductions in the total cost of the Project shall be credited against and reduce the amount of the Bank's grants to the Project. Furthermore, any additional state (other than the Bank's), county, municipal, regional government or private funds of any kind or any Federal funds of any kind provided or available for the Project in any form other than those identified in the Application that have been previously committed to the Project shall offset and reduce the amount of the Bank's grants for the Project on a dollar for dollar basis unless those funds are needed, as determined by the Bank Board in its discretion, to complete the Project in a manner consistent with its original scope or with an expanded or upgraded scope approved by the Bank. To the extent allowed by applicable law, any funds committed to or allocated for the Project from any source remaining after completion of

the Project must be transferred to the Bank by the County or SCDOT unless this obligation is waived or modified by action of the Bank.

To the extent that Financial Assistance or a portion of that Financial Assistance, provided by the Bank for the Project is subject to an annual appropriation made by the General Assembly to the Bank as a matter of law, the provision by the Bank of that Financial Assistance, or portion thereof, for the Project in each fiscal year of the State is subject to an appropriation by the General Assembly to the Bank of funds sufficient to cover the Disbursements for the Project for that fiscal year that need to be made from such an appropriation. In the event the amount of any such appropriation required by law is not sufficient for that purpose, the Bank shall confer and work with the County to reduce or manage the amount of Financial Assistance used for the Project to an amount within the appropriation to the Bank for the Project and all other sources of funds available to the Bank for the Project for that fiscal year. If the appropriation required by law and all other sources of funds available for the Project to the Bank are insufficient as determined by the Bank to provide any Financial Assistance for the Project for a fiscal year, the Financial Assistance from the Bank for the Project may be suspended by the Bank Board until sufficient funds are appropriated by the General Assembly to the Bank and/or other sources of funds are available to the Bank for the Project for such Financial Assistance to resume. The suspension of Financial Assistance under this Section shall not constitute a termination of, or a default of an obligation under, this Agreement.

3.2. Beaufort County

The County shall provide the local match funds and other financial contributions for the Project that consist of the following sources:

- A. Beaufort County one-cent transportation sales tax in the amount of \$80,000,000;
- B. Beaufort County Road Impact fees in the amount \$12,300,000; and
- C. Beaufort County General Obligation Bonds in the amount of \$7,000,000.

The County also represents, warrants, and covenants that it has secured binding legally enforceable contributions and funds for the Project from the following sources:

- A. Town of Hilton Head Right-of-Way dedication in the amount of \$3,350,000;
- B. Federal Guideshare Funds in the amount of \$4,200,000; and
- C. SCDOT Bridge Replacement Funds in the amount of \$65,500,000.

The County and SCDOT must expend all of the financial contribution and funds for the Project listed in Section 3.2, for Eligible Costs of the Project before the Bank will be obligated to pay or reimburse any Eligible Costs on the Project.

The Bank shall be provided full and complete access by the County to all records and information concerning the financial contributions and funds listed in this Section 3.2 and the expenditures of those financial contributions and funds.

3.3. Funding Responsibilities if Project Costs Exceed Total Estimated Cost.

The County shall provide additional funding to complete the Project if the amount of monies and funds needed to complete construction of the Project exceeds the current total estimated costs of \$\$292,350,000, or if any funds or contributions to be provided for the Project by a source other than the Bank, including those listed above in Section 3.2, are not received. As stated in Section 3.1, the Bank's maximum Financial Assistance for the Project shall not exceed \$120,000,000.

ARTICLE IV

4. Additional Obligations of Beaufort County

4.1 Additional Documents and Actions

- A. At the request of the Bank, the County shall execute any other documents that the Bank determines is reasonably necessary to evidence or establish the County's obligations to the Bank set forth in this Agreement.

B. The County acknowledges that the Bank in its discretion may raise funds for its commitment to the Project and other qualified projects through the issuance of revenue bonds or other indebtedness as permitted under the Act. Accordingly, the County shall take such actions and enter into or provide such other documents or agreements, including amendments to this Agreement or other agreements that are consistent with the substance hereof, as may be reasonably necessary to comply with South Carolina laws and regulations associated with such bonds or indebtedness or to satisfy requirements for documentation and information reasonably imposed by the Bank, prospective purchasers of such bonds, holders of such bonds, bond insurers, rating agencies, lenders or regulatory agencies and their attorneys, advisors, and representatives; provided however, that such actions, documents and agreements are legally permissible and that no such action or document shall create any additional material obligation or increase any material obligation of the County.

C. At the request of the Bank, the County shall enter into and execute any amendments to this Agreement or a new intergovernmental agreement consolidating all or some intergovernmental agreements between them, including this Agreement, into one intergovernmental agreement, all in a form and with contents, provisions, and terms acceptable to the Bank. The Parties acknowledge that certain permits, approvals and authorizations are expected to be forthcoming as the Project progress, but they have not been finalized as of the time of the execution hereof.

D. The County shall promptly provide the Bank upon request by it copies of any and all contracts, agreements and documents relating to the Project.

4.2 Additional Warranties and Covenants of Beaufort County

In addition to other requirements and obligations contained within this Agreement, the County warrants, covenants, and acknowledges that:

A. The County has full power and authority to execute, deliver and perform and to enter into and carry out the transactions contemplated by the provisions in this Agreement, and the execution and performance of these provisions and transactions by the County does not and will not violate any applicable law and does not, and

will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound, a violation of which would cause a material adverse effect to the Bank. This Agreement has, by proper action, been duly authorized, executed and delivered by the County.

- B. This Agreement is valid, binding, and enforceable as to the County in accordance with its terms, and the County shall perform their obligations as set forth in this Agreement in accordance with its terms.
- C. No further authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery by the County of this Agreement and the performance of its obligations hereunder, including the obligations to provide all of the financial contributions and funds listed in Section 3.2 of this Agreement and to construct the Project.
- D. No litigation at law or in equity, nor any proceeding before any governmental agency or other tribunal involving the County is pending or, to the knowledge of the County threatened, in which any judgment or order may be or has been rendered, or is sought, that may have a material and adverse effect upon the operations or assets of the County or would materially or adversely affect the validity of this Agreement, or the performance by the County of its obligations hereunder or the transactions contemplated hereby. The County will immediately notify the Bank in writing if any such litigation or proceeding is commenced or threatened at any time during the term of this Agreement.
- E. To the maximum extent permitted by law of South Carolina, the County shall defend, indemnify and hold the Bank harmless from and against any and all liabilities, claims, or actions arising out of or relating to the project.
- F. No further authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery of the financial contributions and funds listed in Section 3.2 of this Agreement to be provided by entities other than the County.
- G. The County has no knowledge of any pending or threatened litigation at law or in equity, nor any proceeding before any governmental agency or other tribunal involving the financial contributions and funds listed in Section 3.2 of this

Agreement to be provided by entities other than the County in which any judgment or order may be or has been rendered, or is sought, that would materially or adversely affect the validity of this Agreement or the performance by those other entities of their respective obligations hereunder or the transactions contemplated hereby. The County will immediately notify the Bank in writing if any such litigation or proceeding is commenced or threatened at any time during the term of this Agreement.

- H. If requested by the Bank, the foregoing warranties and covenants contained in this Agreement shall be confirmed by a written opinion issued to the Bank by legal counsel for Beaufort County in a form and with conclusions satisfactory to the Bank.

4.3 Reimbursement of Bank

- A. If the Bank determines at any time that any Disbursements made by it on the Project were for costs or expenses that were not Eligible Costs, were based on misstatements of fact by the County, SCDOT, or third parties, or were for work, services, or materials that do not meet the design and construction specifications and standards of SCDOT and that have not been corrected to meet those specifications and standards, the Bank, at its option, may require the County to reimburse the Bank for all such costs and expenses and the County shall make such reimbursements to the Bank. In the event that the County does not pay the full amount of the reimbursement to the Bank within ninety (90) days of the date of the notification to the County by the Bank that such reimbursement is due the Bank, the County's obligation to reimburse the Bank shall be subject to the provisions of S.C. Code Ann. § 11-43-210 and Section 8.2 of this Agreement. In lieu of requiring the payment of such reimbursement(s) by the County, the Bank may in its discretion reduce the amount of the grant by the amount of the reimbursement due the Bank under this section. This Section 4.3 shall survive the termination of this Agreement.

- B. If the Bank Board determines that (i) the County or SCDOT has abandoned the Project, or any component thereof, at any time, (ii) the County or SCDOT has failed to commence construction or pursue completion of the Project, including all components, with due diligence after having received one written warning notice from the Bank of such failure by the County or SCDOT no less than sixty (60) days prior to the notification for reimbursement and the County or SCDOT thereafter fail to commence and maintain pursuit of completion of the Project, including all components, with due diligence during that sixty (60) day period, or (iii) the County or SCDOT fails to commence construction of the Project by 2024 or complete the Project, including all components, by December 31, 2028, the County shall reimburse the Bank fully for all Disbursements within ninety (90) days of the date of the notification to the County by the Bank that such reimbursement is due the Bank and stating the reason(s) for such reimbursement. Further, in that event, all Disbursements for the Project shall cease, and the Bank shall have no further obligations to the County under this Agreement. If the County fails to make such reimbursements in full to the Bank within that ninety (90) day period, the County's obligation to reimburse the Bank shall be subject to the provisions of S.C. Code Ann. § 11-43-210 and Section 8.2 of this Agreement. In the event exigent circumstances prevent the County or the SCDOT on behalf of Beaufort County from commencing or completing the Project by the dates identified above, the Bank may in its discretion, but is not required to, grant an extension of the commencement or completion date identified above on such terms and conditions as it may determine.
- C. The County shall reimburse the Bank promptly for all reasonable costs and expenses incurred by the Bank in responding to requests for records and information submitted to it pursuant to the South Carolina Freedom of Information Act (FOIA) relating to the Project after the Bank provides the County a written itemization of such costs and expenses and a copy of the request. Prior to seeking reimbursement from the County, the Bank will make a reasonable effort to collect

such costs and expenses from the person or entity requesting such records or information pursuant to the FOIA.

4.4 Project Reporting

The County shall report in writing to the Bank at least quarterly on the status of the Project, including, but not limited to, reports on the status of design, right-of-way acquisition, environmental approvals, construction, scheduled draw requests, costs to date, estimated costs to complete the Project, project changes, and any other matters identified or requested by the Bank. The report shall be in a form acceptable to the Bank.

ARTICLE V

5. Project Administration and Related Matters

5.1 Project Administration

SCDOT on behalf of the County will administer and manage the Project. SCDOT shall approve the design and construction of the Project. SCDOT shall be responsible for all engineering, right-of-way acquisition, and construction for the Project and may perform all or any part of the work with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors should it determine that such contracting out would be more efficient or would result in more timely completion of the Project. SCDOT shall enter into Contracts in its own name. All rights-of-way shall be acquired in the name of SCDOT, and the laws and procedures of the State of South Carolina for acquiring rights-of-way shall apply and be followed. At its option, the Bank at any time may require that the County request SCDOT to accept the conveyance of any or all such rights-of-way, and if SCDOT grants the request, the County shall complete that conveyance. Any rights-of-way acquired by the County or SCDOT but not needed for the Project shall be conveyed to the Bank at no cost to the Bank upon its request. SCDOT shall be entitled to draw, and be paid hereunder, its normal and customary rates for its services that are Eligible Costs of the Project. All work, services and materials used on the Project shall conform to the standards and specifications required by SCDOT, and for the Project to be accepted by SCDOT into the State Highway System. The County or SCDOT shall complete the Project and open the Project for public use upon such completion.

5.2 Scope of Project

The scope of work of the Project shall be generally as set forth in the in the definition of Project in Section 1 of this Agreement. Any material changes in that scope of the Project proposed by the County or SCDOT shall require the review and approval of the Bank Board of Directors and be stated in an amendment to this Agreement. Material change includes, but is not limited to, a change to the Project that (a) requires a revision of the Record of Decision issued by FWHA, the permit(s) issued by the U. S. Army Corps of Engineers, or the permits, approvals or authorizations required for the Project issued by other Federal or State Regulatory Agencies; or (b) materially changes the overall design or purpose of the Project; or (c) materially increases the total cost of the Project.

5.3 Project Maintenance

The County shall be responsible for and shall provide maintenance for all improvements and components of the Project after completion of that Project unless and until SCDOT accepts that responsibility in writing. Prior to completion of the Project, the County shall seek the written agreement or written commitment of SCDOT to provide maintenance for the improvements and components of the Project and provide the Bank a copy of that agreement or commitment if obtained. The County shall continue to provide maintenance of such improvements and components of the Project in perpetuity for which SCDOT does not accept responsibility for maintenance. The County shall make all modifications to the Project required by SCDOT for SCDOT to accept responsibility for maintenance of the Project.

5.4 Contracting Methods

SCDOT on behalf of the County shall solicit contractor, construction and consultant services, and materials needed to complete the Project by the procurement methods it deems will result in the selection of the best qualified firms and vendors, the lowest responsible contract price, and the best value for the Project as long as it is authorized by law to employ such methods. Contract forms shall be design-build, design-bid-build, or any other form or combination of forms or project phases that are permissible by law that

SCDOT determines will result in the most cost-effective, efficient, and timely delivery and completion of the Project.

5.5 Bonds and Insurance

SCDOT on behalf of the County shall require that the contractor for the Project provide and maintain throughout the life of the project the same types and amounts of payment bonds, performance bonds, and insurance coverages that the SCDOT usually requires from contractors on projects that it manages.

SCDOT on behalf of the County shall require that subcontractors, engineering or design firms, and other vendors and providers on the Project provide and maintain the same types and amounts of payment bonds, performance bonds, and insurance coverages that SCDOT or the County usually requires from subcontractors, engineering or design firms, and other vendors and providers on projects it manages.

The County shall obtain and provide the Bank proof of such required bonds and insurance coverages prior to each respective contractor, subcontractor, engineering or design firm, vendor and provider commencing the provision of services or materials on the Project. The County shall certify to the Bank in writing between July 1 and July 30 of each year during the life of the Project that all such required bonds and insurance coverages remain in force. The County shall immediately notify the Bank in writing if any required bonds or insurance coverages lapse or are terminated. The Bank may decline to make payments or Disbursements for any services or materials provided by any contractor, subcontractor, firm, vendor, or provider on which any required bonds or insurance coverages have lapsed or been terminated until such lapse or termination is corrected to the satisfaction of the Bank.

Upon request, the County promptly shall obtain and provide the Bank copies of any required bonds and any certificates or policies for any required insurance coverages.

ARTICLE VI

6. Conditions to Bank's Disbursements and Draw Requests

6.1 Conditions to Bank's Disbursements and Draw Requests

The Bank's obligation to make Disbursements for Eligible Costs arises only upon the Bank's receipt, review, and approval of a draw request from the County or SCDOT, which draw request shall be in a form approved by the Bank, and is further conditioned upon all of the following conditions being met:

- A. No lien or other interest may have attached to a Contract or Project, nor to any rights-of-way, real property or improvements related thereto.
- B. Construction of the completed portions of the Project described in the relevant Contract shall have been carried out substantially in accordance with the applicable plans, standards, and specifications.
- C. No event of default exists under this Agreement, any related agreement with the Bank or SCDOT, or any Contract.
- D. No event or condition shall have occurred or arisen which prevents the Bank from obtaining funds sufficient to complete its Financial Assistance to the Project, and no other matches or contributions listed in Section 3.2 of this Agreement have failed to be provided on the schedule approved by the Bank or required by the Agreement.
- E. The County has fulfilled all of the warranties, covenants and obligations set forth in this Agreement.
- F. The County or SCDOT shall have certified that the entire payment applied for in the draw request is for Eligible Costs of the Project and that the design of and work on the Project and materials used in the Project comply with the terms of applicable Contracts, the approved plans, and the applicable standards of SCDOT.
- G. Any material changes in the scope of the Project has been approved by Bank, this Agreement has been modified or amended as determined necessary by the Bank, and additional approvals from the Joint Bond Review Committee, SCDOT, and any other governmental entities have been obtained as determined necessary by the Bank.

- H. The County warrants that no litigation, nor any proceeding before any governmental agency involving the Project or the County is pending, or to the knowledge of the County, threatened, in which any potentially adverse outcome would have a materially adverse impact on the ability of the project sponsor to meet its obligations under its Financial Assistance arrangement with the Bank and this Agreement.
- I. Any entities, agencies or firms providing financial contributions, grants funds, or assistance to, or otherwise participating in, the Project have executed any other documents, agreements or instruments that are required by the Bank to evidence or establish their obligations to the Bank and/or the Project in a form and with contents acceptable to the Bank.

6.2 Costs Not Paid or Reimbursed

The Bank will not make Disbursements for or pay or reimburse expenses, expenditures or costs of the following which are hereby deemed and defined as not qualified as Eligible Costs under this Agreement:

- A. Any costs, expenses, expenditures, attorneys' fees, damages, awards, judgments or settlements arising from, or alleged to arise from, permits for the Project; claims, or legal or administrative actions or proceedings of any kind, asserted under any Federal, state, local or government agency law, ordinance or regulation, for condemnations; inverse condemnations; regulatory takings; physical takings; trespasses; nuisances of any kind; flooding; damages to real or personal property or interests of any kind; diminutions in real or personal property values; loss of road, street, highway or other access; environmental, noise, visual, odor or similar damages or impacts; similar demands, assertions or allegations; or payments or obligations established under any compensation programs or plans established by the SCDOT or the County or any other entity.
- B. Any costs, expenses, expenditures, damages, awards, judgments, or settlements arising from, or alleged to arise from, any claims, disputes, proceedings, or lawsuits of any kind, including disputes between the County, SCDOT, and any third parties;

- C. Landscaping and beautification for the Project other than for required grassing or other erosion control measures or replacement or repair of trees, vegetation or landscaping affected by construction of the Project.
- D. Excessive or unreasonable attorneys', engineering or other professional fees or expenses based on the lesser amount of reasonable fees and expenses as determined by applicable industry standards or what State agencies, including SCDOT and the South Carolina Attorney General's Office, usually pay or authorize for such services, fees, and expenses.
- E. Any costs that are not for the actual construction of the Project.

ARTICLE VII

7. Indemnification of Bank

To the maximum extent permitted by the law of South Carolina, the County shall defend, indemnify and hold the Bank and its Bank Board members, officers and employees harmless from and against any and all liabilities, claims, actions, damages, judgments and attorneys' fees and related expenses and costs in any way arising out of or relating to the design, location, construction, modification, funding, pursuit, implementation, completion or operation of the Project, or any portion or component thereof, or this Agreement or any contract, or the selection, use or payment of persons or firms for design, construction, modification, or operation of the Project, or any portion or component thereof. In the event the County does not pay the full amount of any such indemnification to the Bank within ninety (90) days of the date of the notification to the County that such indemnification is due the Bank, the County's obligation to pay the Bank for such indemnification shall be subject to the provisions of S.C. Code Ann. § 11-43-210 and Section 8.2 of this Agreement. In lieu of requiring the payment of such indemnification by the County, the Bank may in its discretion reduce the amount of the grant stated in Section 3.1 of this Agreement by the amount of the indemnification due the Bank under this section. This Section 7 shall survive the termination of this Agreement.

ARTICLE VIII

8. Bank's Rights and Remedies

8.1 Events of Default as to Beaufort County

In the event the County shall violate or fail to comply with any provision in or obligation under this Agreement (including other agreements and obligations incorporated herein) and if such failure continues for a period of thirty (30) days after receipt of a written notice of such default from the Bank, such failure shall constitute an Event of Default hereunder.

8.2 Remedies as to Beaufort County

Whenever any Event of Default occurs, any one or more of the following remedies may be pursued by and shall be available to the Bank against the County in addition to those provided in other sections of this Agreement:

- A. As to any Event of Default, any obligation or duty the County failed to perform shall be deemed a ministerial act and subject to the remedies of mandamus and mandatory injunction requiring the County to perform the obligation or duty, and the Bank shall be deemed to have no adequate remedy at law for such Event of Default.
- B. Among other rights and remedies available to the Bank following an uncured Event of Default, the Bank shall have the right to cease making any further Disbursements under this Agreement with respect to the Project until such Event of Default has been cured and the right to require the County to reimburse it for any or all Disbursements on the Project. The Bank shall also have and may pursue any other remedies available under South Carolina law, except as such remedies may be expressly limited by the specific provisions of this Agreement.
- C. The County shall pay the Bank the reasonable attorneys' fees and expenses incurred by the Bank in pursuing any remedy for an Event of Default.
- D. In the event the County fails to make any payment or reimbursement to the Bank in full as required by this Agreement, it acknowledges the authority of the State Treasurer under S.C. Code Ann. § 11-43-210 to withhold funds allotted or

appropriated by the State to the County and to apply those funds to make or complete any such payment in full to the Bank. The County agrees that the current provisions of Section 11-43-210 are hereby incorporated into this Agreement verbatim as an independent and separate contractual obligation of the County and shall be enforceable against Beaufort County and survive even if S.C. Code Ann. § 11-43-210 is repealed or its application is reduced or amended by action of the General Assembly, or it is otherwise abrogated, or its application is reduced or modified by a court or court decision. The Bank will notify the County prior to requesting that the State Treasurer withhold such funds.

8.3 Remedies Cumulative; Nonwaiver

All rights and remedies of the Bank provided for in this Agreement or in any other related document as to any Party or other entity are cumulative, shall survive the termination of this Agreement, and shall be in addition to any and all other related rights and remedies provided for or available to the Bank at law, including those contained in the Act, or in equity. The exercise of, or the failure to exercise, any right or remedy by the Bank shall not in any way constitute a cure or waiver of an Event of Default or the waiver of any right or remedy available to the Bank, nor invalidate any act done pursuant to any notice of the occurrence of an Event of Default.

ARTICLE IX

9. General Conditions and Provisions

9.1 Waivers

No waiver of any Event of Default by the Bank hereunder shall be implied from any delay or omission by the Bank to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms or conditions contained herein by either Party must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party to or of any act by the

other Party requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of the Bank hereunder shall preclude any further or later exercise thereof or the exercise of any other or different right or remedy by a non-defaulting Party.

9.2 Benefit and Rights of Third Parties

This Agreement is made and entered into for the sole protection and benefit of the Parties, and their successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner, including, but not limited to, any right to any Disbursements at any time, any right to require any Party to apply any portion of the amounts committed herein that have not been disbursed to the payment of any such claim, or any right to require any Party to exercise any right or power under this Agreement or arising from any Event of Default of any kind by any Party. Nor shall the Bank owe any duty or have any obligation whatsoever to any claimant for labor or services performed or materials or supplies furnished in connection with the Project. No other persons, firms, entities, or parties shall, under any circumstances, be deemed to be a beneficiary of any conditions or obligations set forth in this Agreement, any or all of which may be freely waived in whole or in part by the Bank at any time pursuant to Section 9.1 of this Agreement, if in its sole discretion, it deems it desirable to do so.

9.3 No Liability of Bank

The Bank makes no representations and assumes no obligations or duties as to any person, firm, entity, or party, including the Parties to this Agreement, concerning the quality of the design, construction, modification, completion or operation of the Project, or any portion or component thereof, or the absence thereof of defects of any kind. The Bank and its Bank Board members, officers and employees shall not be liable in any manner to any person, firm, entity, or party, including the Parties to this Agreement, for the design, location, construction, modification, completion, or operation of the Project, or the failure to design, locate, modify, operate, complete, or construct the Project or any portion or component thereof, generally or in any particular manner. The Bank shall not be liable in

any manner on any Contract to which it is not a named party, the execution of which has not been properly and duly authorized by the Board, and that has not been so executed by the Bank.

9.4 Assignment

The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, the Parties shall not assign or delegate this Agreement, any of its respective rights, interest, duties, or obligations under this Agreement, nor any Disbursements without the prior written consent of the other Parties; and any such attempted assignment or delegation (whether voluntary or by operation by law) without said consent shall be void.

9.5 Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement nor the intent or meaning of any provision hereof.

9.6 Notices

All notices required to be given hereunder, except as otherwise provided in this Agreement, must be in writing and shall be deemed effective when received by the other Party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:

Beaufort County

Beaufort County Administrator
100 Ribaut Road
Beaufort, South Carolina 29902

South Carolina Transportation Infrastructure Bank

Chairman
South Carolina Transportation Infrastructure Bank

955 Park Street
Columbia, SC 29201

9.7 Amendments

Any amendment to this Agreement shall only be made through a written instrument duly authorized and signed by each Party hereto.

9.8 Savings Clause

Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect. Notwithstanding the following sentence, in the event that a court invalidates or modifies any one or more provisions, in whole or in part, of this Agreement, the Bank may in its discretion terminate this Agreement by providing notification of such termination to the County, and upon providing such notification to the County, all of the Bank's obligations under this Agreement shall terminate immediately.

9.9 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such fully executed counterpart.

9.10 Authority to Execute

By executing this Agreement, the undersigned signatory each affirms and certifies that he or she has authority to bind his or her principal which is a Party to this Agreement thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY FOLLOW]

SIGNATURE PAGE FOR BEAUFORT COUNTY

IN WITNESS WHEREOF, Beaufort County has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

BEAUFORT COUNTY, South Carolina

By: Erik L. Greenway

Printed Name: Erik L. Greenway

Title: County Administrator

Attest:

By: Cheryl Harris

Printed Name: Cheryl Harris

Title: Executive Assistant to the
County Administrator

(SEAL)

Note: This Agreement was approved by the Beaufort County Council on December 13, 2021 by adoption of Resolution 2021/36.

SIGNATURE PAGE FOR BANK

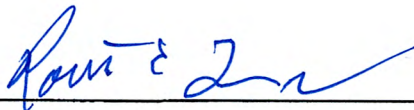
IN WITNESS WHEREOF, the South Carolina Transportation Infrastructure Bank has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

South Carolina Transportation Infrastructure Bank

By: 

John B. White, Jr.,
Chairman

Attest:



Robert E. Tyson, Jr.
Secretary

(SEAL)



Sworn to before me this
9th day of December 2021

Sadanar Camichael

Notary Public for South Carolina
My commission expires 7/15/29

RESOLUTION 2021/36

WHEREAS, on or about July 24, 2019 (and supplemented thereafter), Beaufort County (the "County") submitted an application for financial assistance (the "Application") to the South Carolina Transportation Infrastructure Bank (the "Bank") for the purpose of receiving funds for improvements to certain portions of US Highway 278 from Moss Creek Drive to Spanish Wells Road in the county (the "Project"); and

WHEREAS, subsequently, the Application received approval from the Bank on July 16, 2020; and

WHEREAS, the SC Department of Transportation Commission approved the financial assistance at its meeting of July 16, 2020; and

WHEREAS, the financial assistance was approved by the Joint Bond Review Committee of the SC General Assembly on August 11, 2020; and

WHEREAS, the Bank and the County now wish to enter into the Intergovernmental Agreement provided by the Bank setting forth the respective responsibilities and obligations of the parties for financial assistance for the Project (the "Intergovernmental Agreement"), as revised.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Beaufort County, South Carolina, that:

1. County Council hereby approves entering into the Intergovernmental Agreement with the Bank for the Bank's financial assistance for the Project.

2. The County Administrator is authorized to execute and deliver the Intergovernmental Agreement to the Bank and is authorized to execute and enter into any supplements or amendments to the Intergovernmental Agreement as may be necessary or helpful from time to time.

Adopted this 13th day of December, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____



Joseph Passiment
Chairman

ATTEST:



Sarah Brock, Clerk to Council

US 278 State Infrastructure Bank (SIB)

Agreement Update (11/12/24)

BOTTOM LINE UP FRONT (BLUF):

County does not have available debt capacity to fund the entire **\$190M** shortfall

County current bonding Capacity = **\$155M**

PROJECT FINANCIALS:

The total cost of the project is **\$488M**

The total available funding is **\$298M**

The total shortfall in funding is **\$190M**

Expended to date: **\$11M** (*Only SCDOT and County expended to date. No SIB Funds Expended*)

STATEWIDE SIB STATUS:

Out of the 7 projects that were awarded SIB funding in the 2020 funding round, there is approximately \$400M in project shortfalls

Currently, only 3 project sponsors (including Beaufort County) have requested additional funding

Additionally, the SIB recently received approximately \$200M in Rural Road project applications

Received Letter on 11/8 requesting response within **15 days** (11/23)

PROJECT STATUS:

The project is nearing completion of the environmental phase. The project needs FHWA approval to advance the project to the next phase while the overall availability of funding to complete the project is finalized.

The project timeline provides for 2.5 years of additional design, utility coordination, and right-of-way acquisition prior to construction

PROJECT SCENARIOS:

SCDOT to further evaluate bridge conditions to determine if project timeline is sufficient or if alternate plans are required to implement a bridge rehab project instead of the current planned project.

SIB to determine statewide funding considerations and specifically additional Beaufort County funding request will be entertained

COUNTY to determine if fund the short fall with other available funds

WITH FAILED SALES TAX, OTHER FUNDING SOURCE OPPORTUNITIES TO MEET PROJECT SHORTFALL:

- County does not have available debt capacity to fund the entire \$190M shortfall
 - County current bonding Capacity = **\$155M**
- If SIB approves \$90M funding request, use GO Bond capacity for a \$100M difference
- Apply for \$190M Federal Large Bridge Grant Funding next fall.
- GO Bond Referendum specific to US 278 Project in 2025
- Transportation Sales Tax in 2026
- Capital Project Sales Tax in 2026

Other possible funding sources to use towards the project:

- LATS Guideshare - \$8M/yr – would require LATS approval
- CTC Funds - \$3M/yr – would require CTC approval
- TAG Funds - \$2.5M/yr
- South of Broad Road Impact Fees - \$1.5M/yr
- Admission Fees - \$2M/yr – Funds currently funding Bluffton Parkway debt and not available for 2-3 years
- General Fund Fund Balance – Approximately \$25M available
- Town of Hilton Head Funding
- Town of Bluffton Funding



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:

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

MEETING NAME AND DATE:

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

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety

David Cheatwood -First Tryon Financial Analyst – remote

Jeremy Cook – HSB – Bond Council -remote

30 minutes

ITEM BACKGROUND:

February 6, 2024, discussed at Strategic Planning workshop.

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

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

PROJECT / ITEM NARRATIVE:

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

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

FISCAL IMPACT:

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

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the ordinance

OPTIONS FOR COUNCIL MOTION:

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

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

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EXHIBIT A – FORM OF BOND

EXHIBIT B – FORM OF CONTINUING DISCLOSURE AGREEMENT

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

ARTICLE I

FINDINGS OF FACT

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

Section 1.01 Objectives

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

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

Section 1.02 Recital of Applicable Constitutional Provisions

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

Section 1.03 Holding of Public Hearing and Notice Thereof

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

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

Section 1.04 Notice of Adoption of Ordinance

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

ARTICLE II DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

“County” means Beaufort County, South Carolina.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Record Date” means the 15th day of the month immediately preceding each Bond Payment Date.

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

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

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

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

“State” means the State of South Carolina.

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

Section 2.02 Construction

In this Ordinance, unless the context otherwise requires:

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

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

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

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

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of Bonds

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

Section 3.02 Maturity Schedule of Bonds

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

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

Section 3.03 Provision for Payment of Interest on the Bonds

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

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

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

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

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

Section 3.05 Agreement to Maintain Registrar and Paying Agent

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

Section 3.06 Execution and Authentication

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

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

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

Section 3.07 Exchange of Bonds

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

Section 3.08 Transferability and Registry

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

Section 3.09 Transfer of Bonds

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

Section 3.10 Regulations with Respect to Exchanges and Transfers

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

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

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds

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

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

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

Section 3.12 Holder as Owner of Bond

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

Section 3.13 Cancellation of Bonds

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

Section 3.14 Payments Due on Saturdays, Sundays and Holidays

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

Section 3.15 Conditions Relating to Naming of Interest Rates

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

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

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

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

Section 3.16 State Tax Exemption

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

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

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

Section 3.18 Notice to Auditor and Treasurer to Levy Tax

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

Section 3.19 Form of Bonds

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

Section 3.20 Book-Entry

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

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

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

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

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

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

Section 3.21 Separate Series of Bonds

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

ARTICLE IV

REDEMPTION OR PURCHASE OF BONDS

Section 4.01 Authorization of Redemption

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

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

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

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

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

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

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

Section 4.02 Purchases of Bonds Outstanding

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

ARTICLE V

SALE OF BONDS; APPROVAL OF OFFICIAL STATEMENT

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

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

Section 5.02 Award of Bonds

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

Section 5.03 Approval of Official Statement

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

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

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments

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

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

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

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

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

ARTICLE VII

DEFEASANCE OF BONDS

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

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

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

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

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

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

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

ARTICLE VIII

CONCERNING THE FIDUCIARIES

Section 8.01 Fiduciary; Appointment and Acceptance of Duties

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

Section 8.02 Responsibilities of Fiduciaries

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

Section 8.03 Evidence on Which Fiduciaries May Act

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

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

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

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

Section 8.04 Compensation

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

Section 8.05 Certain Permitted Acts

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

Section 8.06 Resignation of Any Fiduciary

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

Section 8.07 Removal of Fiduciary

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

Section 8.08 Appointment of Successor Fiduciaries

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

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

Section 8.09 Transfer of Rights and Property to Successor

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

Section 8.10 Merger or Consolidation

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

Section 8.11 Adoption of Authentication

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

ARTICLE IX

CERTAIN TAX CONSIDERATIONS

Section 9.01 General Tax Covenant

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

Section 9.02 Tax Representations

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

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

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

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

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

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

Section 9.03 Rebate

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

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

(i) the excess of:

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

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

(ii) any income attributable to such excess.

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

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

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

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

ARTICLE X

AMENDING AND SUPPLEMENTING OF ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.03 Notation Upon Bonds; New Bonds Issued Upon Amendments

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

Section 10.04 Effectiveness of Supplemental Ordinance

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

Section 10.05 Supplemental Ordinance Affecting Fiduciaries

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

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds

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

Section 11.02 Severability of Invalid Provisions

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

Section 11.03 Successors

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

Section 11.04 Ordinance to Constitute Contract

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

Section 11.05 Filing of Copies of Ordinance

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

Section 11.06 Further Action by Officers of County

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

Section 11.07 Continuing Disclosure

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

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

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

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

Section 11.08 Effective Date of this Ordinance

This Bond Ordinance shall take effect upon its third reading.

DONE in meeting duly assembled, this ____ day of _____, 2024.

BEAUFORT COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council
Beaufort County, South Carolina

First reading: _____, 2024
Second reading: _____, 2024
Third reading: _____, 2024
Public hearing: _____, 2024

EXHIBIT A**(FORM OF BOND)**

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

No. R-__

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

Registered Holder: CEDE & CO.

Principal Amount: _____ DOLLARS (\$_____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Final Maturity

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

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

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

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

(SEAL)

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

Clerk to County Council

CERTIFICATE OF AUTHENTICATION

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

_____,
as Registrar

By: _____

Its: Authorized Officer

Date: _____

(FORM OF ASSIGNMENT)

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

Dated: _____

Signature Guaranteed

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

Authorized Individual or Officer

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

EXHIBIT B**CONTINUING DISCLOSURE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. Provision of Annual Reports.

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

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

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

(c) The Dissemination Agent shall:

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

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

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

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

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

SECTION 5. Reporting of Significant Events.

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

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

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

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

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

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

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

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Beaufort County, South Carolina

Date: _____, 2025

APPENDIX I

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

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

Date of Issuance: _____, 2025

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

BEAUFORT COUNTY, SOUTH CAROLINA

By:_____

Title:_____

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my Hand ____ day of _____, 2024.

 Clerk, Beaufort County Council



First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

DAVID CHEATWOOD
MANAGING DIRECTOR

Office: 704.926.2447

Email: dcheatwood@firsttryon.com

6101 Carnegie Blvd Suite 210
Charlotte NC 28209

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

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

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

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

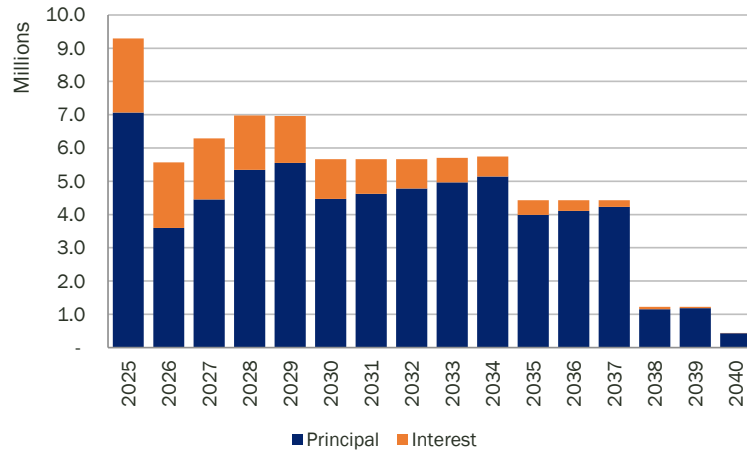
General Obligation Bonds - Bluffton Parkway Revenues							
Series	Description	Par Outstanding	Final Maturity	Call Provision	Avg. Coupon	Use of Proceeds	Included in 8% Debt?
Series 2013C	General Obligation Refunding Bonds	5,159,286	3/1/2026	3/1/2023	3.250%	Refund Series 2006 & 2006B	-
Series 2016A	General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

Grand Total		143,905,002			3.377%		
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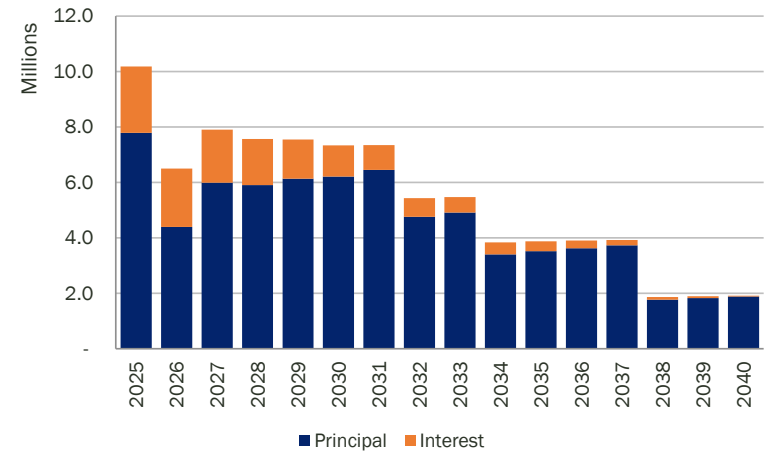


Existing GO Bond Debt Service — As of 6/30/2024

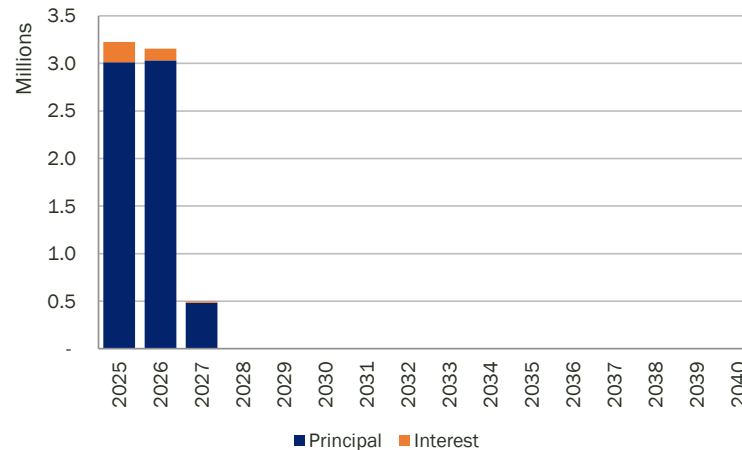
General Obligation Bonds — Debt Service Millage



General Obligation Bonds — Real Property Millage

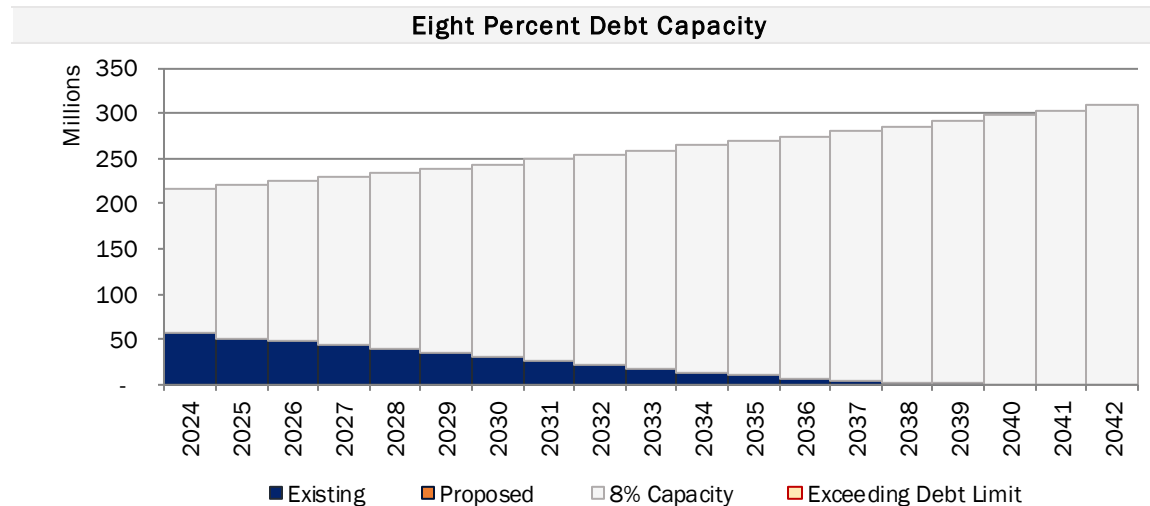


General Obligation Bonds — Bluffton Parkway Revenues



8% Debt Capacity

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



Identified Capital Needs

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

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

Repayment Sources

› County

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

› Beaufort Memorial Hospital

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

› Higher Education Fund

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

Plan of Finance (County Projects)

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

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

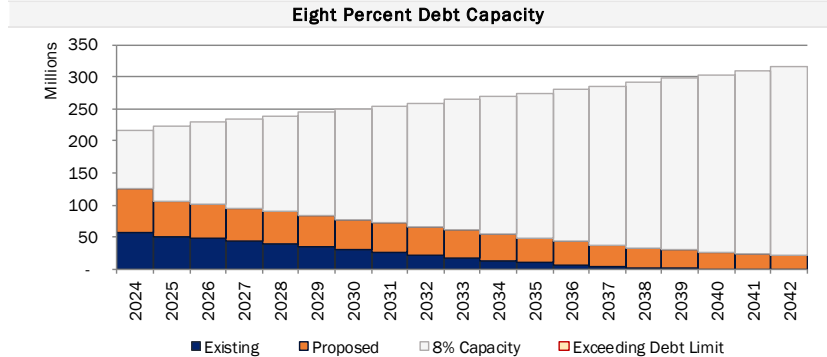
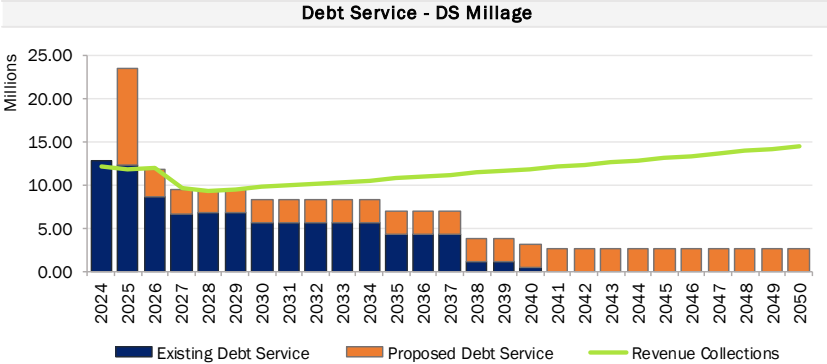
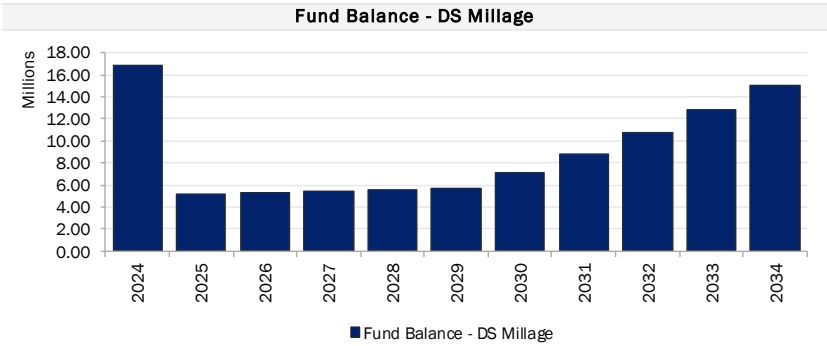
Estimated Debt Service (County Projects)

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

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

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

Plan of Finance (County)



Plan of Finance (Hospital)

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

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

Plan of Finance (TCL)

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

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

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

Financing Schedule

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

First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

FIRSTTRYON.COM

MSRB Registrant

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FINANCING SCHEDULE

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

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

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

*County Council typically meets on the 2nd and 4th Monday of each month

RESPONSIBILITY LEGEND:

Item 14.

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

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

Ordinance No. 2024/____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000

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

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

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

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

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

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

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

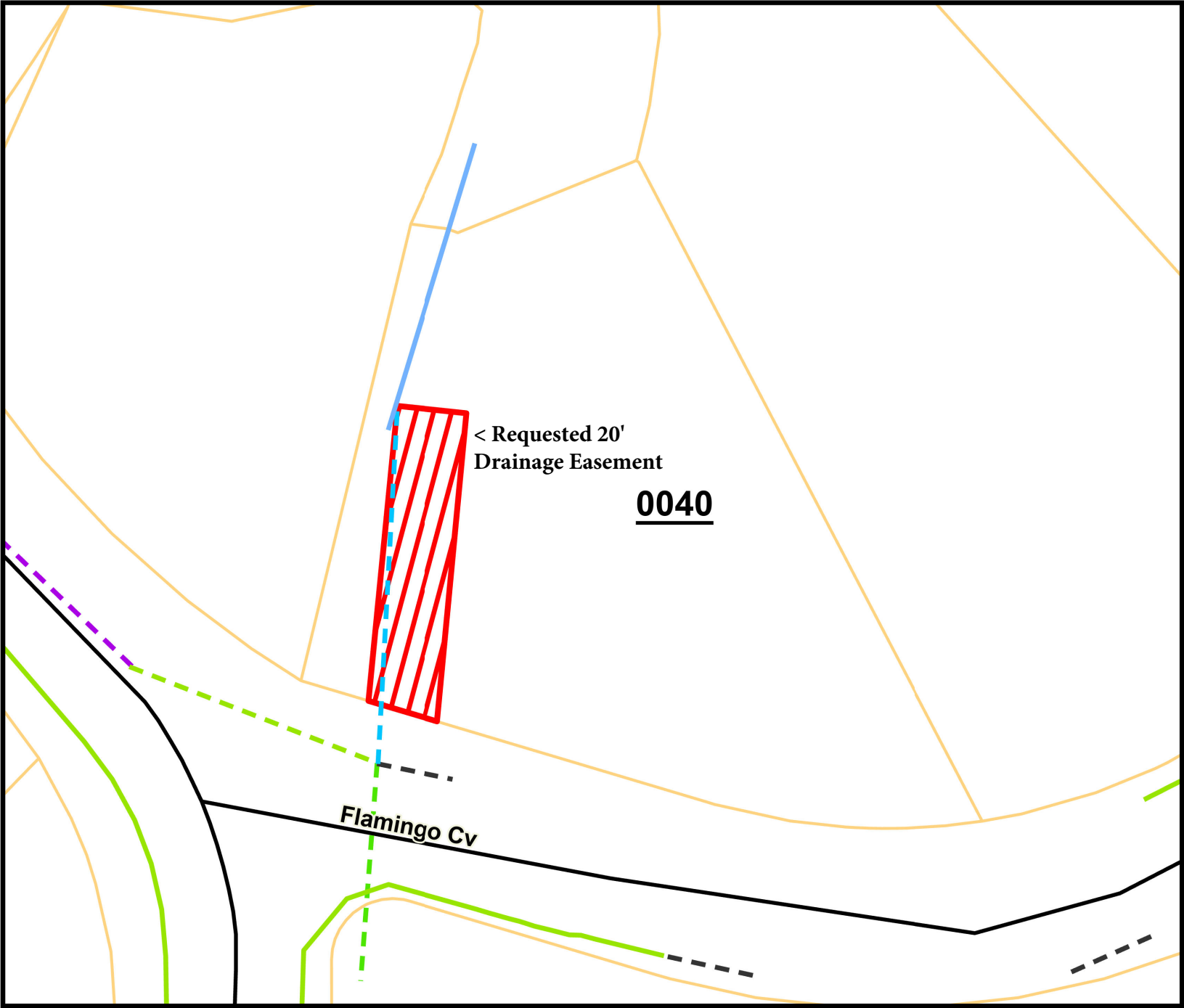
Second Reading:

First Reading:

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

Activity: Drainage
Easement

Township:
Lady's Island



Legend

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



1 inch = 39 feet



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GRANT OF EASEMENT AGREEMENT

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

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

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

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

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

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

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

WITNESSES:

Grantor's Signature

(2) _____
 (Signature of Witness #1)

(1) _____
 JOSHUA CRAYTON

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

(1) _____
 ANA CRAYTON

STATE OF _____)
 COUNTY _____) **ACKNOWLEDGMENT**

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

Sworn to and Subscribed before me
 on this _____ Day of _____, 20____.

(4) _____
 Notary Public for _____
 My Commission Expires: _____

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

WITNESSES:

Beaufort County "Grantee's" Signature

(Signature of Witness #1)

By: _____
David Wilhelm

(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

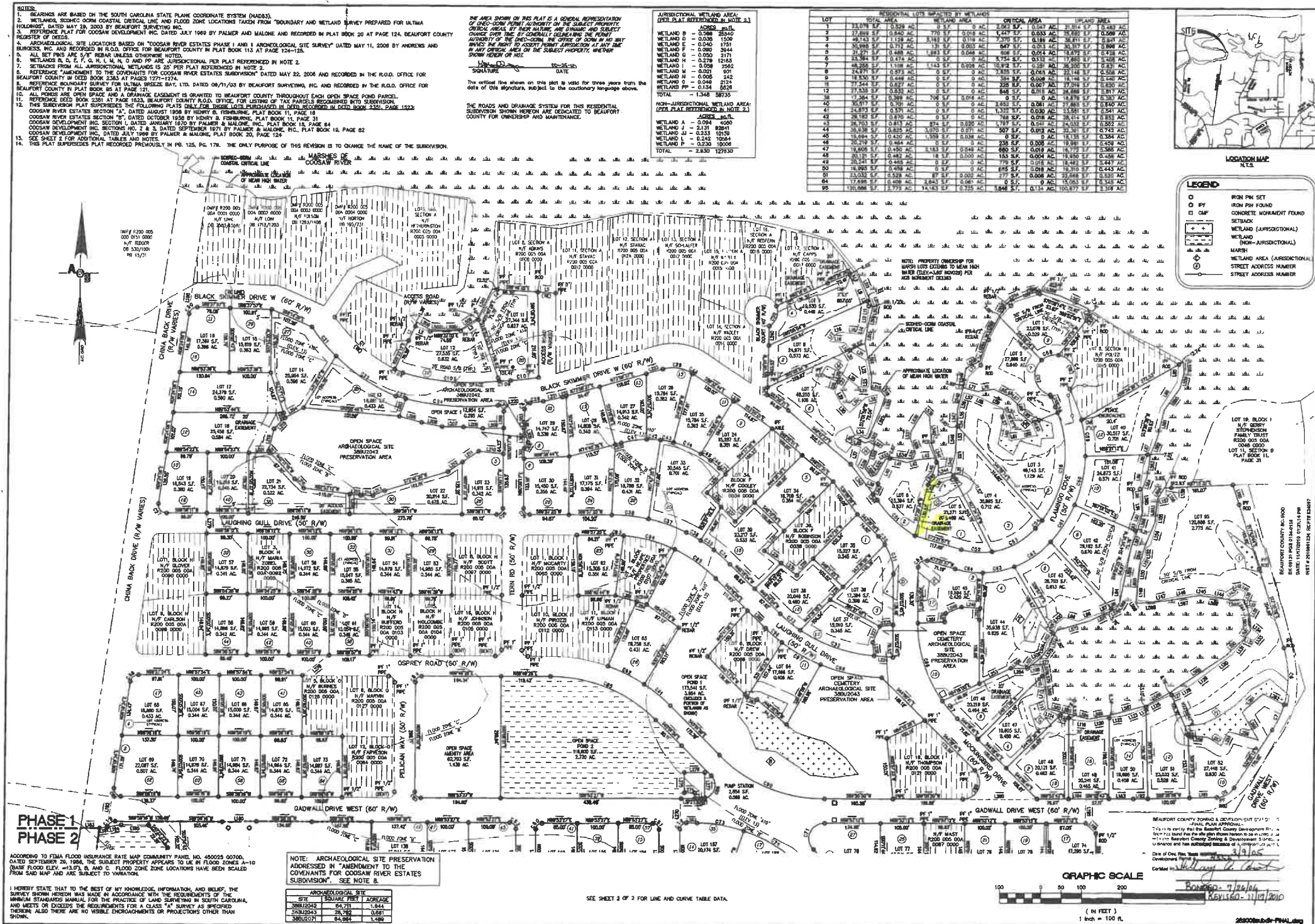
)

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

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

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

Item 15.



PLAN REVISIONS			DATE	BY
NO.	DESCRIPTION			
1	AJDED NOTES		07/05/08	SSS
2	REVISED PER QUANTITY COMMENTS		07/15/08	SSS
3	UPDATED PAGER AREA TABLE		07/14/08	SSS
4	ADDED OPEN SPACE AREA		02/12/08	MJR
5	CORRECTED ROAD NAMES		05/01/08	MJR
6	CORRECTED LOT 43 & CEMETERY ADDRESS		06/19/08	SSS
7	REMOVED OPEN SPACE ON CHINA BACK DR		06/30/08	SSS
8	CORRECTED NOTES & TABLES		07/31/08	SSS
9	CHANGED PLAT TITLE		10/01/10	SSS

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

404 Sparkle Road
Beaufort, SC 29906
843-466-0369
Fax 843-466-5766

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

Lady's Island
Beaufort County
South Carolina

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

SHEET #:
1
of 2
JOB: 232002



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:

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

MEETING NAME AND DATE:

Public Facility and Safety Committee Meeting 10-21-2024

PRESENTER INFORMATION:

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

ITEM BACKGROUND:

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

PROJECT / ITEM NARRATIVE:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATIONS TO COUNCIL:

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

OPTIONS FOR COUNCIL MOTION:

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

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

Ordinance No. 2024/____

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

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

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

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

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

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

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

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

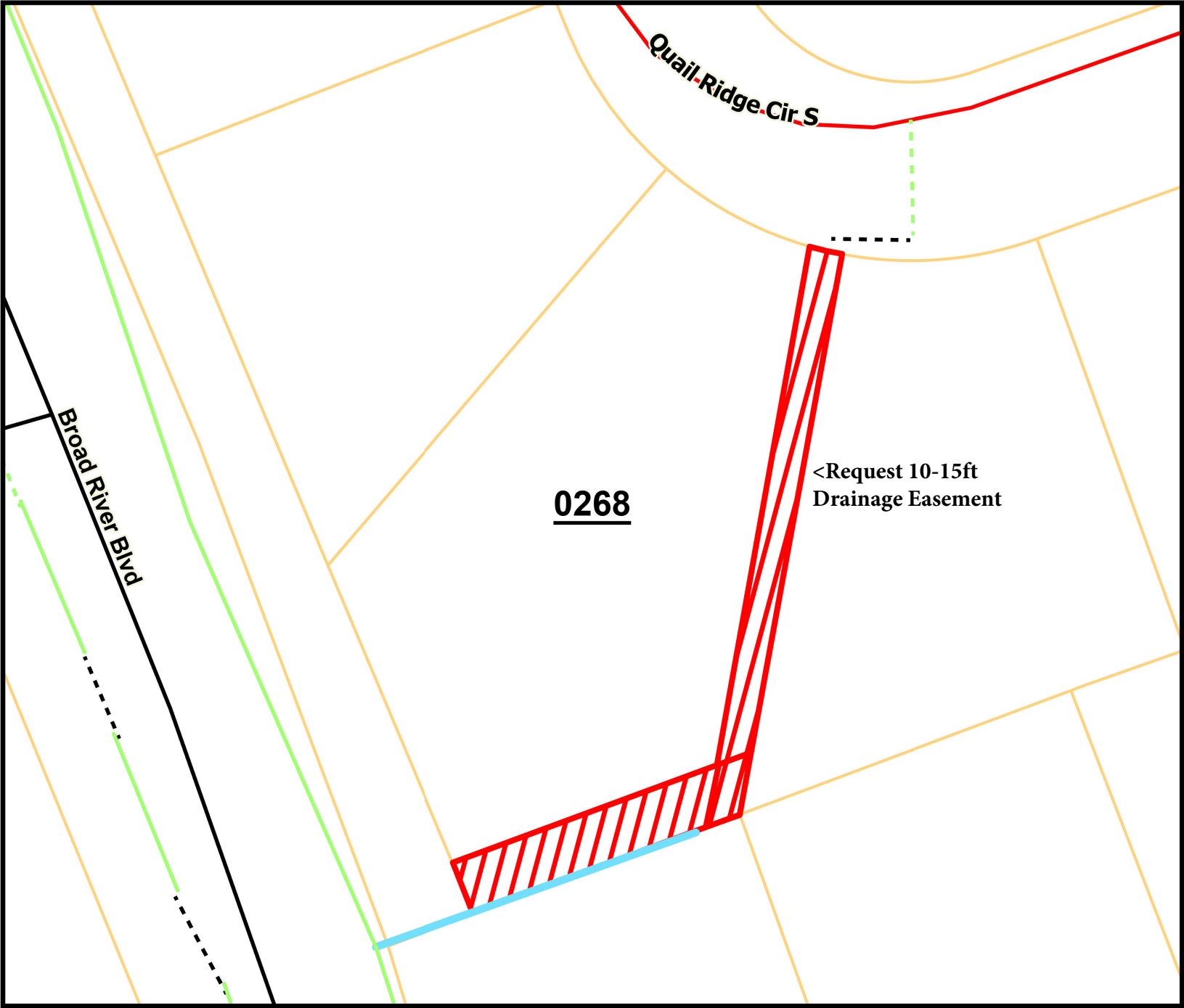
Second Reading:

First Reading:

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

Activity: Drainage
Easement

Township:
Port Royal Island



Legend

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

Streets

- COUNTY
- STATE



1 inch = 52 feet

Quail Ridge Cir S Stormwater Conveyance



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

- Lines**

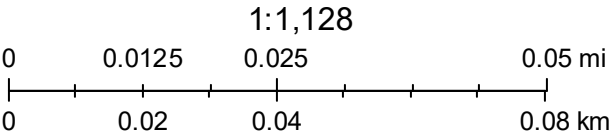
 - Override 1

Drainage

 - Access Pipe
 - Channel (fka Outfall)
 - Crossline Pipe
 - Driveway Pipe
- Road Classifications**

 - STATE, PAVED
 - COUNTY, PAVED
 - LiveParcels
- Easements**

 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

**GRANT OF EASEMENT
 AGREEMENT**

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

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

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

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

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

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

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

WITNESSES:

Grantor's Signature

(2) _____
(Signature of Witness #1)

(1) _____
 STEFANIE MICHELLE NAGID

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

STATE OF _____)
 COUNTY _____)

ACKNOWLEDGMENT

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

Sworn to and Subscribed before me
 on this _____ Day of _____, 20____.

(4) _____
 Notary Public for _____
 My Commission Expires: _____

WITNESSES:

Beaufort County "Grantee's" Signature

(Signature of Witness #1)By: _____
David Wilhelm_____
(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA

)
)
)

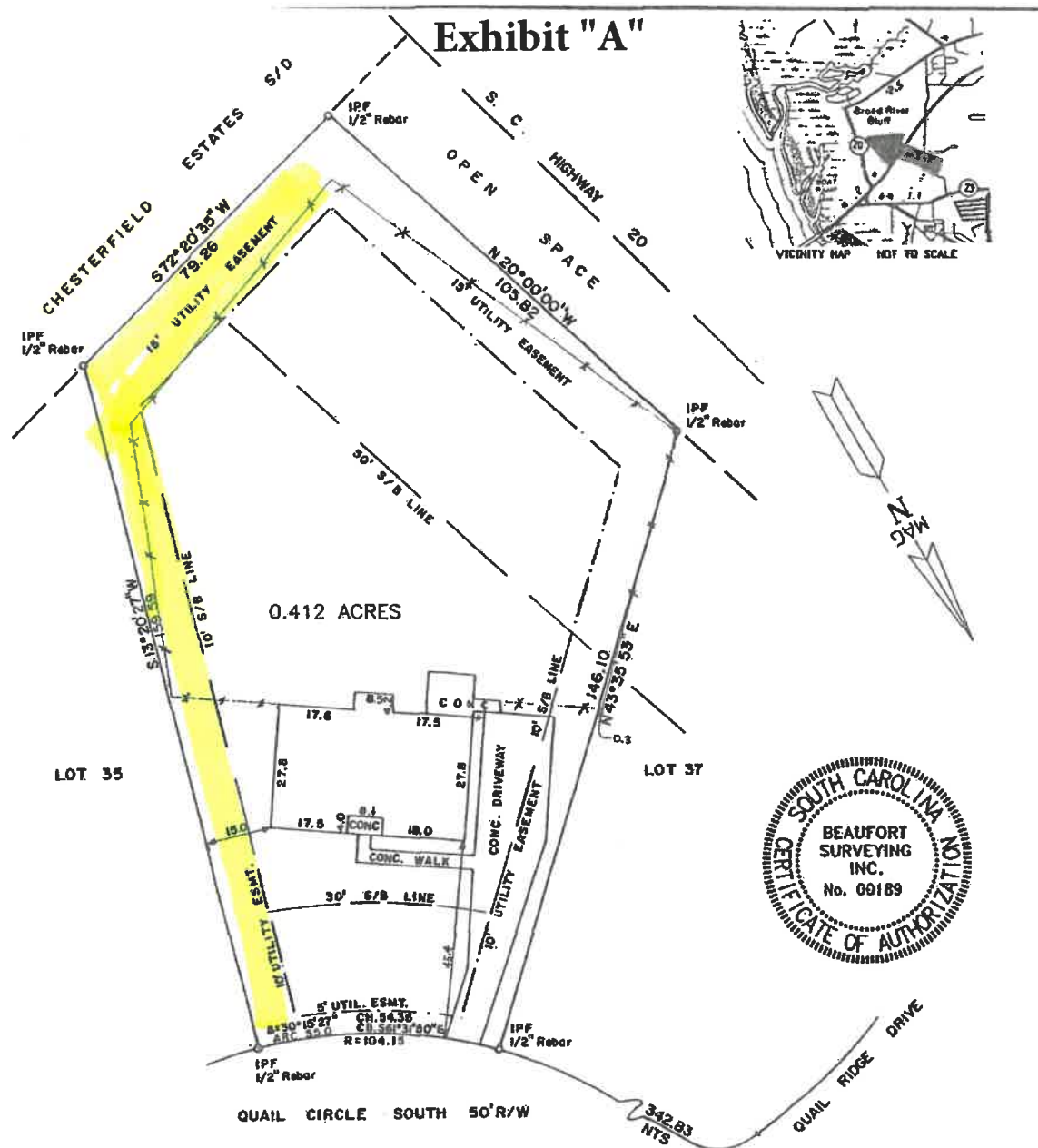
ACKNOWLEDGMENT

COUNTY OF BEAUFORT

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

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

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





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

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

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

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

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

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

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

ADOPTED this _____ day of _____, 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

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

Activity:
Formalization of
County Interest in
County Maintained
Road

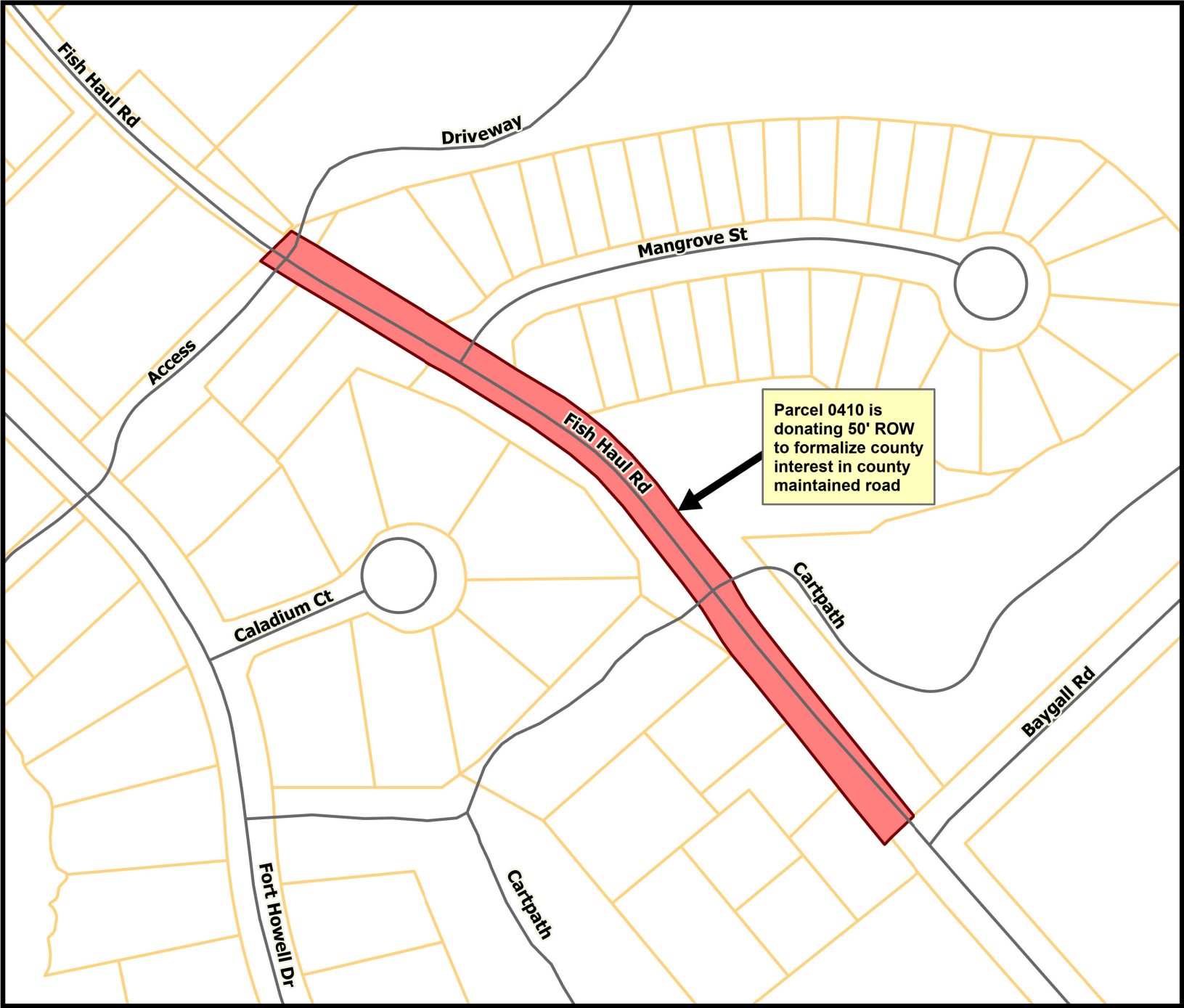
Township:
Hilton Head
Island

Legend

Parcel 0410

Parcels

Streets



1 inch = 168 feet

HELEN BACON HESTER

14 EAST STATE STREET
SAVANNAH, GA 31401

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

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

PHONE 912.233.2251

FAX 912.235.5464

EMAIL hhester@wswgs.com

May 20, 2024

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

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

Dear Sir/Madam:

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

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

Sincerely,


Helen Bacon Hester

Enclosures

BEAUFORT COUNTY, SOUTH CAROLINA
ROAD ACCEPTANCE APPLICATION

Item 17.

TO: Patty Wilson
Right of Way Manager
Beaufort County

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

DATE: May 20, 2024

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

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

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

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

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

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

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

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

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

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

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

Return recorded document to:

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

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF BEAUFORT

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

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

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

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

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

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

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

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

TORSOUTH CORPORATION

BY: C. Shuir

ITS: Treasurer

Signed, sealed and delivered in the presence of:


Mary T. Goldfuehl
Signature of 1st Witness

[Signature]
Signature of Notary Public / 2nd Witness

ACKNOWLEDGMENT

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

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


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

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

AFFIDAVIT OF TRUE CONSIDERATION AND
CLAIM FOR EXEMPTION FROM RECORDING FEES

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

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

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

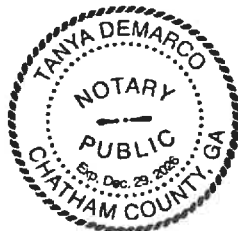
4. Check on of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - b) ☐ The fee is computed on the fair market value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

Helen Hester
Helen Hester

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

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

My commission expires:







BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

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

ORDINANCE NO. 2024/

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

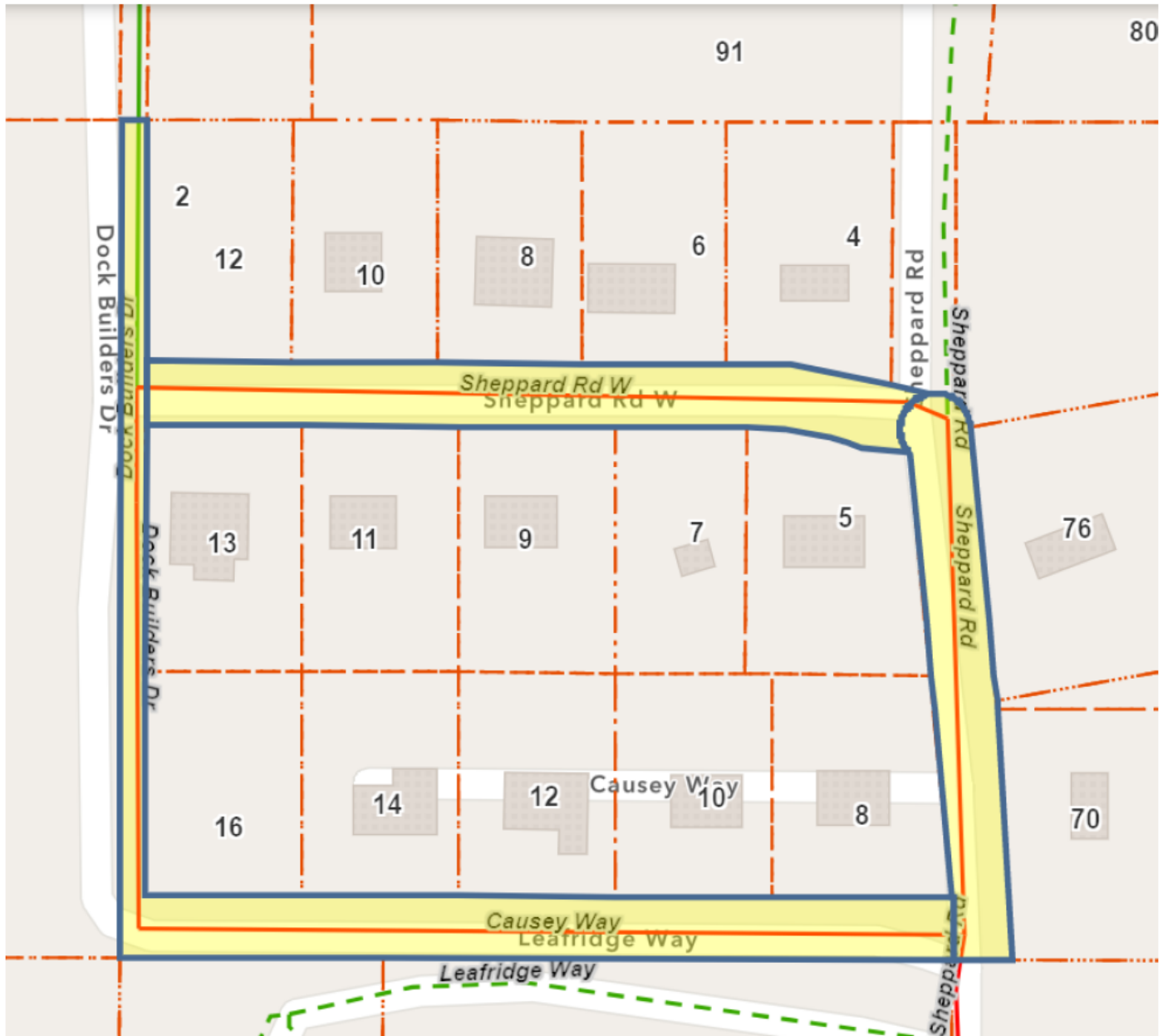
Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

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



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

2302-03

**ABBREVIATED APPRAISAL
SUMMARY REPORT**

OF

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

FOR

**MR. NEIL DESAI
PUBLIC WORKS DIRECTOR
BEAUFORT COUNTY
BEAUFORT, SC 29901
nilesh.desai@bcgov.net**

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

BY

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

DATE REPORT ISSUED: MARCH 1, 2023

March 1, 2023

MR. NEIL DESAI
PUBLIC WORKS DIRECTOR
BEAUFORT COUNTY
BEAUFORT, SC 29901
nilesh.desai@bcgov.net

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

Dear Mr. Desai:

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

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

Value Estimate Rounded to	\$10,000
----------------------------------	-----------------

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

Mr. Neil Desai

March 1, 2023

Page 2

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

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

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

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

Sincerely,

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

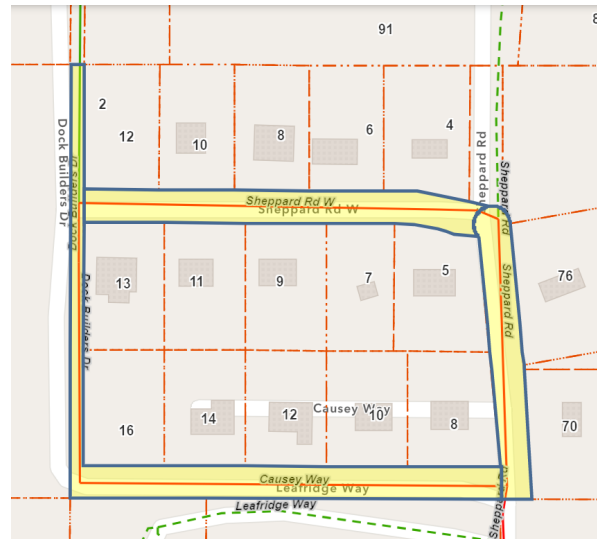
*Electronically signed for e-mail transmission



IDENTIFICATION OF PROPERTY

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

R200 011 000 0007 0000.



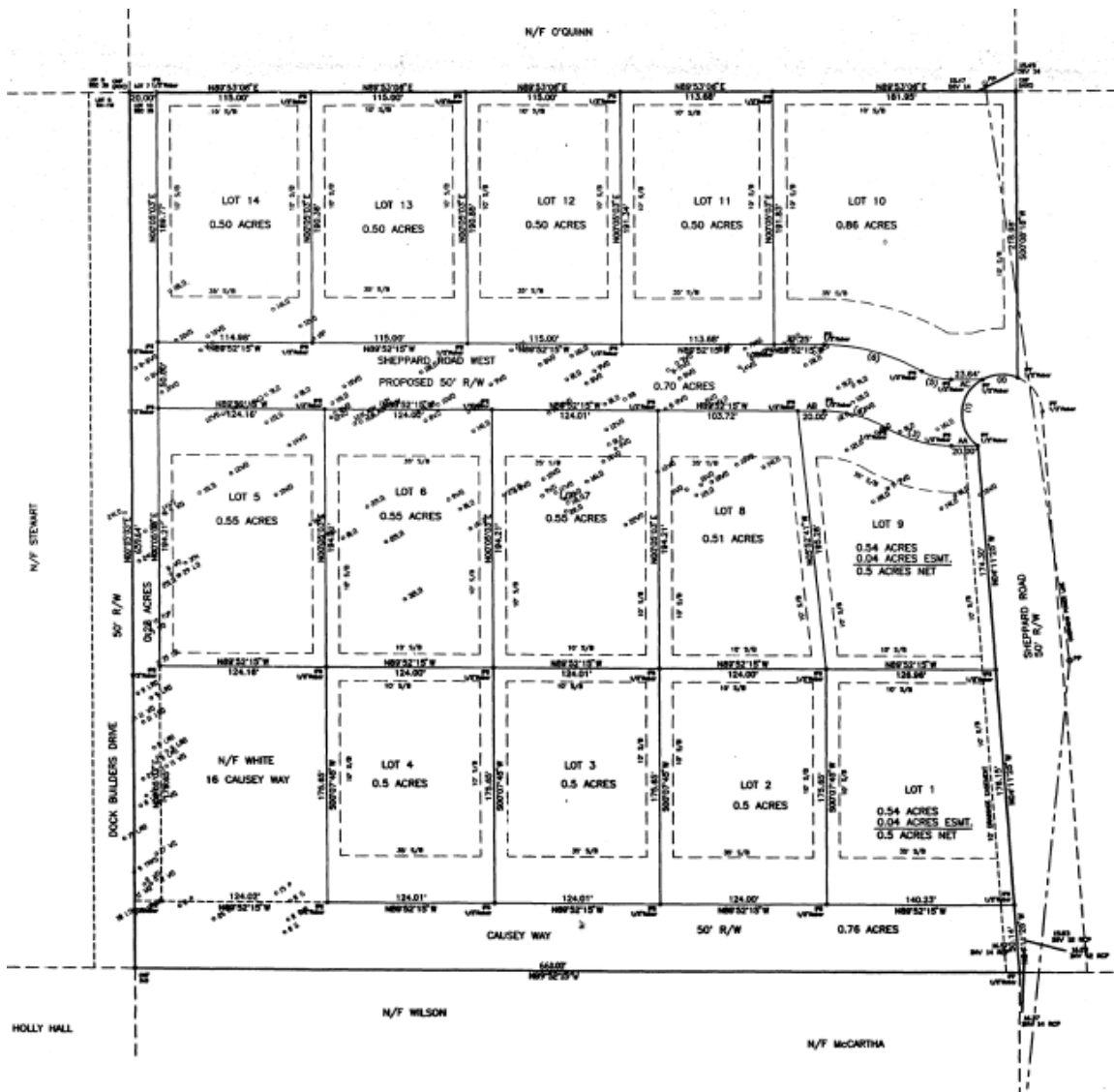
Subject photographs, legal description, site survey and other pertinent information are included in the body or Appendix of this report.

LEGAL DESCRIPTION OF TRACT

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

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

DMP: R200 011 000 0007 0000



Recorded Plat

INTENDED USE /INTENDED USER OF THIS APPRAISAL

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

OWNER OF RECORD

The owner of record is Donald Middleton.

PURPOSE OF APPRAISAL

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

PRIOR TRANSFER

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

OWNERSHIP INTEREST APPRAISED

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

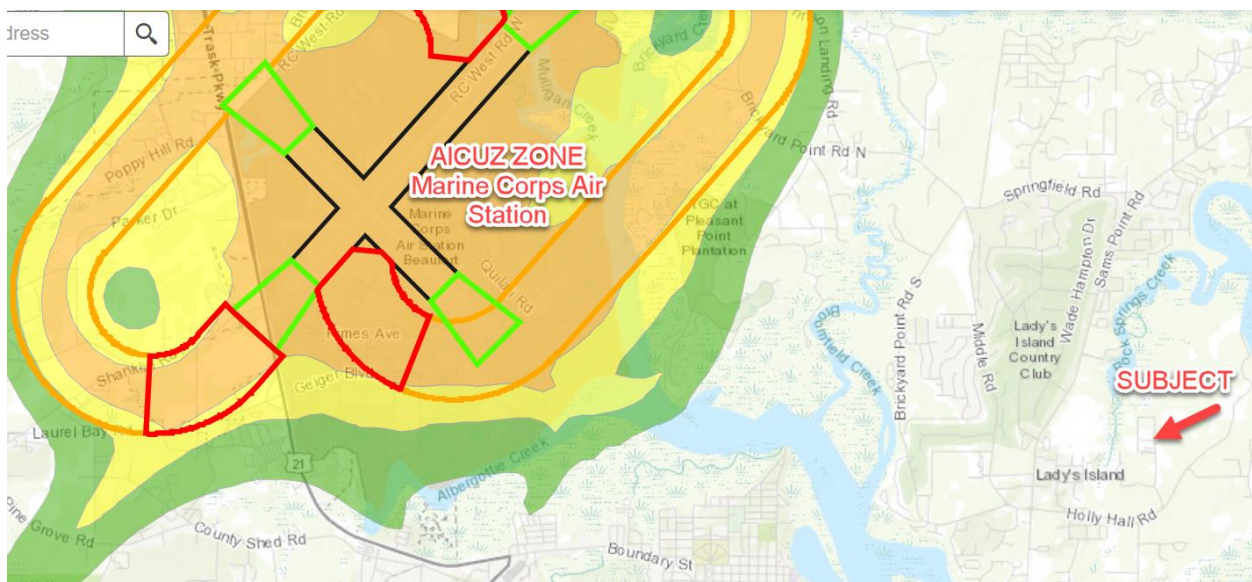
The above definition is from the Sixth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, Chicago.

SCOPE OF THE APPRAISAL

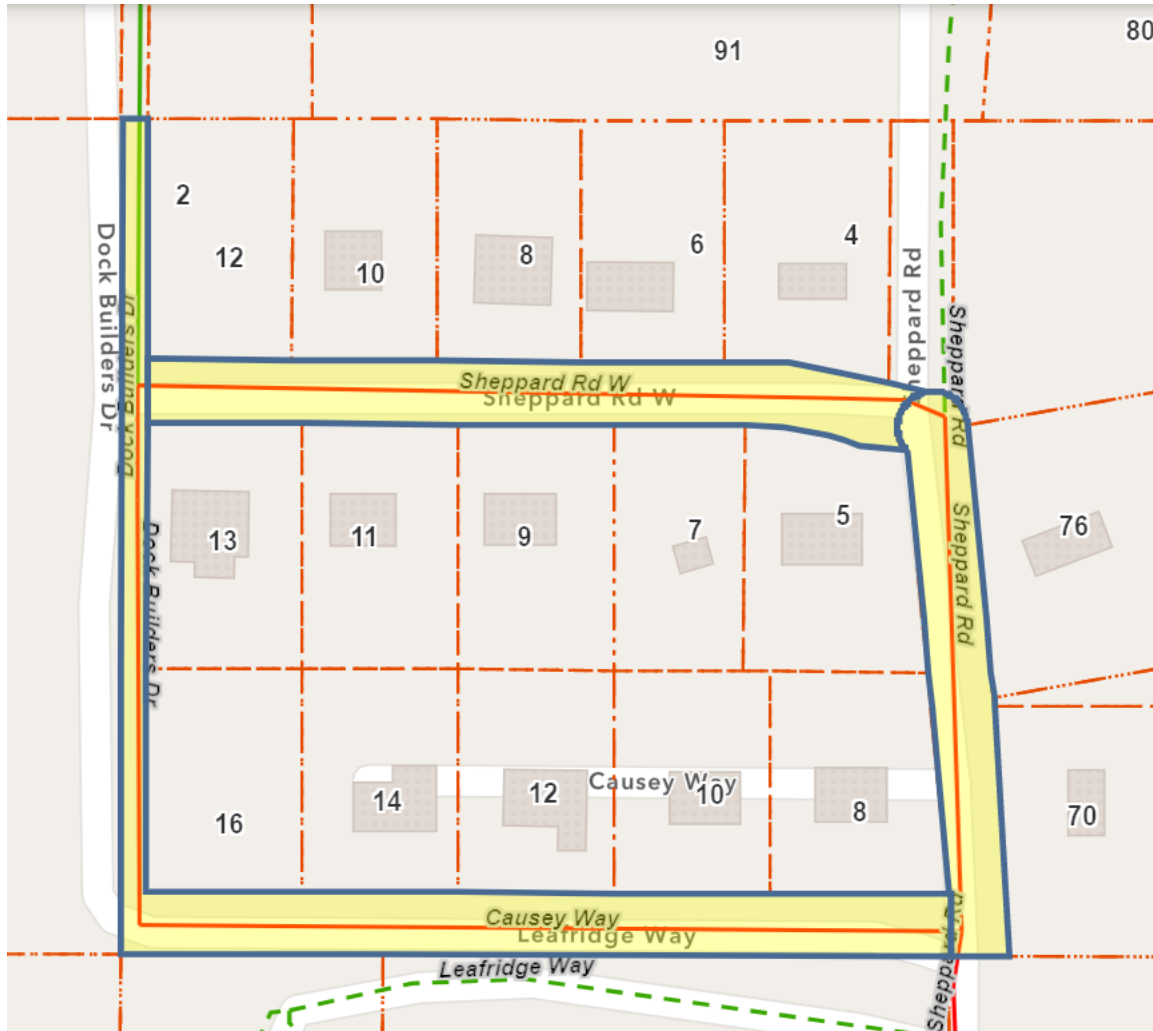
The scope of this appraisal focused upon the collection, confirmation and analysis of data to estimate market value for the subject property.

NEIGHBORHOOD REMARKS

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

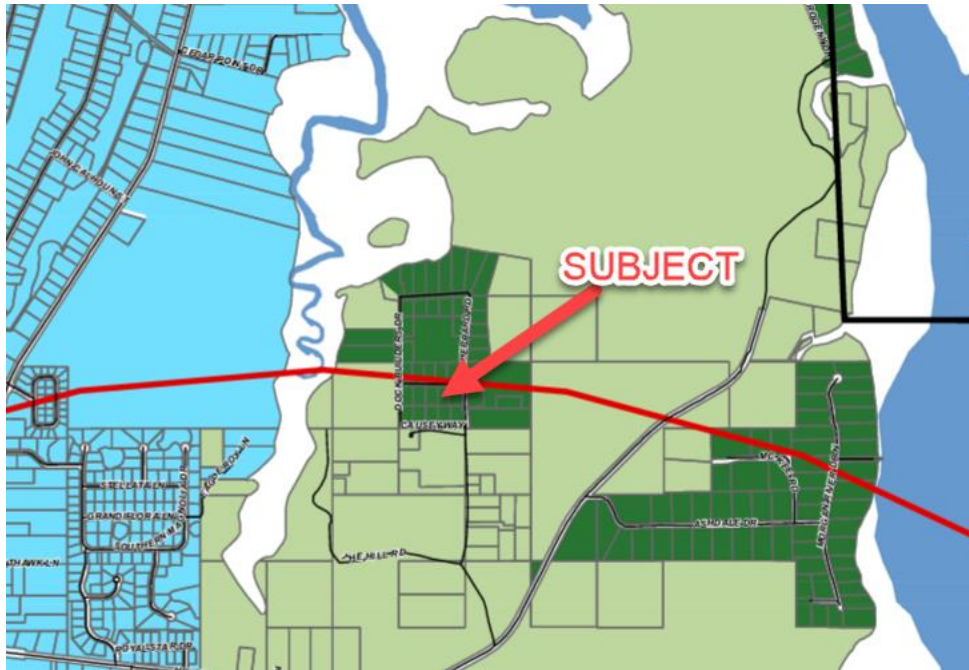


PROPERTY DESCRIPTION



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

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



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

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

Municipal Services/Infrastructure

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

Topography/Drainage

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

Easements

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

HIGHEST AND BEST USE

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

VALUATION METHODOLOGY

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

Table 1.

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

Table 2.

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

Discussion

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

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

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

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

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

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

1.92 acres valued @ \$5,000 per acre =	\$9,600
Reasonably rounded to	\$10,000

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

ASSUMPTIONS AND LIMITING CONDITIONS

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

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

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

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

CERTIFICATION OF APPRAISER

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

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

George R. Owen

George R. Owen, MAI
Certified General Appraiser

Date: March 1, 2023

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

Experience

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

Types of properties appraised include:

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

Large & Small Apartment Projects
 Downtown Rehab Projects
 Truck Terminals
 Carwashes

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

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

Appraisal clients served include:

Corporate

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

Banks

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

George R Owen, MAI

Page 2

Developers/Entrepreneurs

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

Receiver

McNeil Investment Co

County

Patterson Construction

Patton & Taylor

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

Institutional

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

Law Firms

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

Governmental

City of Beaufort, SC
 City of Germantown, TN

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

Beaufort

Loan Underwriting

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

Insurance Companies

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

Page 3

Organizations

MAI, Member of Appraisal Institute *Currently Certified (Certif. No. 6189)
Past President, Memphis Chapter #51, Appraisal Institute.

Licenses

SC: Certified General Appraiser (No. 5064) Certified through 6/30/2024

Education

Master of Business Administration, 1971, University of Virginia
Master of Science, 1966, Rice University
Bachelor of Science, 1964, Vanderbilt University
Recertification Program of Appraisal Institute –Certified through 12/31/2022
Lifetime commitment to continuing education at local universities

Additional Assignments (partial list)

Residence Inn, Spartanburg, SC; Ramada Inn, Rock Hill, SC
Holiday Inns, Grenada, MS; Frankfort, KY; Franklin, TN
Lagniappe Inns, Cincinnati, OH; Columbus, OH; Nashville, TN
La Quinta Inns, Nashville, TN; Lexington, KY; other locations in GA, TX, and OK
Potential development property, Back Bay, Biloxi, MS
Automobile Dealerships, Vicksburg, MS; Jackson, TN
Condominium feasibility study, Indianapolis, IN
Limited condominium feasibility study, Birmingham, AL
Apartment Project, Birmingham, AL
Old English Inn; West Tennessee Business College; Jackson, TN
Industrial Plants, various towns in west Tennessee, north Mississippi, Arkansas, South Carolina
Louisville Freezer/American Cold Storage, Louisville, KY
Haygood Truck & Trailer Parts, Chattanooga TN & Birmingham, AL

Contact Information

George R. Owen, MAI
7 Claire's Point Rd.
Beaufort, SC 29907
Cell 843 271 2481
E-mail: georgeowen84@gmail.com

Last Updated 4/2/2022

PHOTOGRAPHS – views of the R.O.W.







Typical home in McKee Place

3/15

RECORDED
2022 Apr -21 08:27 AM
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 4108 Pgs 1625-1627
FILE NUM 2022005122
01/25/2022 01:23:59 PM
REC'D BY Fienkins RCPT# 1074272
RECORDING FEES: \$15.00
County Tax \$2.20
State Tax \$5.20

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TAX TITLE BY THE TREASURER

NOT WARRANTY TITLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the provisions of Title 12, Chapter 51, Section 10 through 170 of the South Carolina Code, 1976, as amended, entitled "Alternate procedure for Collection of Property Taxes" duly enacted by the General Assembly of the State of South Carolina, provide an additional method and procedure for the collection of delinquent property taxes, penalties and costs due to counties and other political subdivisions of the State; and

WHEREAS, the provisions of the aforesaid Title 12, Chapter 51, Sections 10 through 170, authorize the levy by distress and sale of so much of the defaulting taxpayer's estate, real, or personal, or both, as may be sufficient to satisfy the taxes, penalties and costs of sale of property following proper advertisement of the property for sale; and

WHEREAS, I, MARIA WALLS, TREASURER OF BEAUFORT COUNTY, pursuant to the authority of the aforesaid provisions and amendments thereto, issued a warrant or execution in duplicate against O QUINN ROBERT DUNCAN III CAROL R JTROS, a defaulting taxpayer of said Beaufort County, to levy by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both as may be sufficient to satisfy the 2019 taxes and costs in the amount of \$117.47 and

WHEREAS, by virtue of said warrant or execution, Kimberly S. Chesney (authorized officer) did on June 3, 2020, mail a notice of tax delinquency under cover of certified mail, restricted delivery, return receipt to said delinquent taxpayer and this notice was not received; and

WHEREAS, (in the event the certified mail notice was undelivered) the authorized officer directed to collect delinquent taxes, penalties and costs did on August 5, 2020 take exclusive possession of the property against which such taxes were assessed by posting a notice at one or more conspicuous places on the property hereinafter described, reading "seized by The Beaufort County Treasurer to be sold for delinquent taxes"; and

WHEREAS, The Beaufort County Treasurer did thereafter properly advertise for sale once a week for three successive weeks for sale in September 2020; and

WHEREAS, upon the failure of the delinquent taxpayer, or anyone acting in his behalf, to pay the taxes, penalties and costs, the property described hereinafter was duly sold at public auction on the sales day of the month of October in the year 2020 during the usual hours of sale, to DONALD MIDDLETON, the purchaser and the highest bidder at such sale for the sum of \$1,600.00 and furnished the purchaser a receipt for such purchase money and annexed such receipt to the duplicate warrant for the endorsement thereon of his actions thereunder; and

WHEREAS, under cover of certified mail, restricted delivery, return receipt, Kimberly S. Chesney, Tax Collector, did on September 3, 2021, mail a notice addressed O QUINN ROBERT

ADD DMP Record 4/20/2022 09:40:04 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R200 011 000 0007 0000 00

Book4108/Page1625 CFN#2022005122

DUNCAN III CAROL R JTROS that the property described on the notice had been sold for taxes and advising said owner if not redeemed by paying taxes, penalties and costs in the amount of **\$677.18** on or before **October 6, 2021**, a tax title would be issued to the successful purchaser at the tax sale; and was not redeemed; and

WHEREAS, twelve months have elapsed since the date of the sale for delinquent taxes, and the said **O QUINN ROBERT DUNCAN III CAROL R JTROS** or other parties interested after due notice have failed to redeem said property so sold.

NOW THEREFORE, I, **MARIA WALLS**, TREASURER OF THE COUNTY OF BEAUFORT, in consideration of the premises, and the sum of **\$1,600.00** to me by the said **DONALD MIDDLETON** have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **DONALD MIDDLETON**

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


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

DMP: **R200 011 000 0007 0000**

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises hereby granted, and with the appurtenances, unto the said **DONALD MIDDLETON** his Heirs and Assigns forever, according the form, force and effect of the laws and usages of the State of South Carolina, in such cases made provided.

2/23/23, 12:46 PM Beaufort County, South Carolina

 Beaufort County, South Carolina generated on 2/23/2023 12:46:13 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R200 011 000 0007 0000	00259053		2/17/2023	2023	2022

Current Parcel Information

Owner	MIDDLETON DONALD	Property Class Code	TCUVac Highway&StreetROW
Owner Address	9 RUIGRACK RD BEAUFORT SC 29906	Acreage	1.9200
Legal Description	BUFFER/RD R/WS MCKEE'S PLACE S/D PB63 P90 *SPLIT 3/98 0.50 AC 11/124 FKA LT 10 SEC 35 1N1W #B56P192 SPLIT 2/99 7.42 AC 11/127-140		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022	\$1,000		\$1,000	\$16.47	\$18.12
2021	\$1,000		\$1,000	\$15.96	\$118.35
2020	\$1,000		\$1,000	\$15.40	\$15.40
2019	\$1,000		\$1,000	\$15.19	\$117.47
2018	\$1,000		\$1,000	\$14.42	\$14.42
2017	\$1,000		\$1,000	\$15.00	\$15.00
2016	\$1,000		\$1,000	\$14.67	\$14.67
2015	\$1,000		\$1,000	\$14.01	\$41.01
2014	\$1,000		\$1,000	\$13.82	\$13.82
2013	\$1,000		\$1,000	\$13.36	\$13.36

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
O'QUINN ROBERT DUNCAN III CAROL R JT	4108 1625	1/12/2022	De		\$1,600
SHEPPARD EMILY	880 1637	8/5/1996	Fu		\$60,000
SHEPPARD EMILY	359 160	11/1/1982	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
sc-beaufort-county.governmentmax.com/bvclagency/sc-beaufort-county/tah_summary_report.asp?PrintView=True&_nm=tah_report&t_wc=revn&jrf%3D25...							



Beaufort County Council Statement of Conflict of Interest Pursuant to South Carolina Code of Laws § 8-13-700

I, David Bartholomew, holding the position as a Beaufort County Council Member, do hereby declare my potential conflict of interest with regards to the below information:

1. Describe the matter pending before County Council with which you may have a conflict of interest: Item 18 on the County Council Agenda for 10/28/2024

2. Describe the interest that you have that may give rise to the conflict: provided legal advice to Mr. Middleton about this item.

Based upon the above information, I hereby recues myself from participating in any discussions of or taking official action relating to said matter.

Signed this 28 day of October, 2024.

Signature




Beaufort County Council Statement of Conflict of Interest Pursuant to South Carolina Code of Laws § 8-13-700

I, David Bartholomew, holding the position as a Beaufort County Council Member, do hereby declare my potential conflict of interest with regards to the below information:

1. Describe the matter pending before County Council with which you may have a conflict of interest: #18: Public hearing & second reading of an ordinance authorizing the county administrator to execute any & all necessary documents for the acceptance of right of way properties on Parcel R200 011 000 0007 0000 Associated with Sheppard Rd. Causeway & Dole Builders Dr. on Lady's Island.
2. Describe the interest that you have that may give rise to the conflict: consulted w/ party associated w/ the item.

Based upon the above information, I hereby recuse myself from participating in any discussions of or taking official action relating to said matter.

Signed this 12th day of November, 2024.


Signature



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 19.

ITEM TITLE:

Recommend Approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of the real property located at 247 Robert Smalls Parkway.
(Fair Market Value to be added)

MEETING NAME AND DATE:

Public Facilities and Land Use Committee – October 21, 2024

PRESENTER INFORMATION:

Hank Amundson (5 mins)

ITEM BACKGROUND:

Due to the sale of the properties located on King & Wilmington Streets in Beaufort to promote affordable housing, the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control must be relocated.

At the February 27, 2023 County Council meeting, approval was given to the County Administrator to purchase property at 1505 Salem Road in an amount not to exceed \$4,500,000. The negotiation of agreeable purchasing terms proved to be more difficult than expected. An alternate site was located, however this site also fell through prior to 3rd reading and adoption, which was scheduled for April of 2024.

PROJECT / ITEM NARRATIVE:

Staff has identified 247 Robert Smalls Parkway as well situated and an attainable location for , the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control. This property acquisition is proposed to be funded with ARPA funds. The relocation of the Health Department is an allowable public health ARPA expense. Legal will draft a contract for purchase pending Council's Final Approval.

FISCAL IMPACT:

The funding for the purchase of the Property will come from the American Rescue Plan Act (ARPA) funds comprising of (Fair Market Value to be added) plus closing costs. (Account #2330-40-0000-54300). Current account balance in the account is \$3,000,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway in the amount of (\$Fair Market Value to be added).

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway.

Next Step: Move forward to County Council to approve an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway.

ORDINANCE 2024/_____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE
REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY**

WHEREAS, Beaufort County Council and Beaufort County (“County”) is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under SC Code Ann. Section 4-9-25 and 4-9-30, the County is empowered to act in the interests of public safety and in matters involving the health and welfare of its citizens, and may acquire real property; and

WHEREAS, under SC Code Ann. Section 44-1-20, South Carolina Department of Health and Environmental Control (SCDHEC) is overseen by the S.C. Board of Health and Environmental Control who is empowered to make, adopt, and enforce reasonable rules and regulations for the promotion of public health; and

WHEREAS, in support of SCDHEC’s promotion of public health, the County provides SCDHEC with the operational facilities to serve the citizens of Beaufort County and in the near future the current facility will no longer be available for occupancy; and

WHEREAS, the County has identified the real property located at 247 Robert Smalls Parkway in Beaufort, SC 29906 identified with TMS No. R122 029 000 0280 0000, hereinafter referred to as the “Property”, as the best available option for a new facility for SCDHEC to occupy; and

WHEREAS, the Property will serve as the Beaufort County SCDHEC facility until such time that it is determined as no longer adequate or necessary to further the goal of promoting the health and welfare of Beaufort County citizens; and

WHEREAS, the County has offered a purchase price of \$(*fair market value to be added*) plus closing cost, based on a recent appraisal conducted by the County; and

WHEREAS, the funding for the purchase of the Property will be from the American Rescue Plan Act funds allocated to Public Health; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property for the reasons stated above.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway as described above.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

FOR SALE

Item 19.



247 ROBERT SMALLS PARKWAY

VM | REAL ESTATE

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



CONTACT

VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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PROPERTY OVERVIEW

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



OFFERING SUMMARY

Sale Price:	\$2,790,000
Building SF:	13,950 SF+/-
Acreage:	1.75 Acres +/-
Zoning:	C5RCMU
Market:	Beaufort

PROPERTY HIGHLIGHTS

- Freestanding 13,950 SF Retail / Flex Building on 1.75 Acres
- Prominent Visibility to High Traffic Counts on Hwy 170
- Large Fenced Yard Behind Building
- Dock High Loading
- High Ceilings

PROPERTY OVERVIEW

13,950 sf retail / flex building, situated on 1.75 acres on Highway 170, in Beaufort's main retail corridor. Built in 1996 and enlarged and renovated in 2014. The building is sprinklered and is currently configured with a large showroom, 2,000 sf +/- of warehouse with loading dock and 12x12 roll up door, two restrooms, an office and a break/file room. Large retail windows across the front of the building and high ceilings throughout. The property has a large fenced area in the back and a dedicated monument on Highway 170. Zoning allows for most commercial uses. Seller may consider leasing to the right tenant.

LOCATION OVERVIEW

Located on Highway 170 in the center of Beaufort's main retail corridor. The property is surrounded by major retailers including Lowes, Publix, Harbor Freight, Sherwin Williams, Belks and Walmart to name a few, and dozens of national brand restaurants, banks and car dealerships. Beaufort is experiencing tremendous growth and the property is well situated to draw from the entire Beaufort county market. The property is about 40 minutes from Hilton Head and just under 90 minutes from Charleston. Demographics confirm nearly 50,000 residents within a five mile radius with average household incomes of over \$103,000. Beaufort also receives millions of visitors each year. High traffic with 2023 Traffic counts of approximately 21,000 vpd passing the property.

VONNIE MAJEWSKI

843.338.1799

vonnies@vmrealestate.com

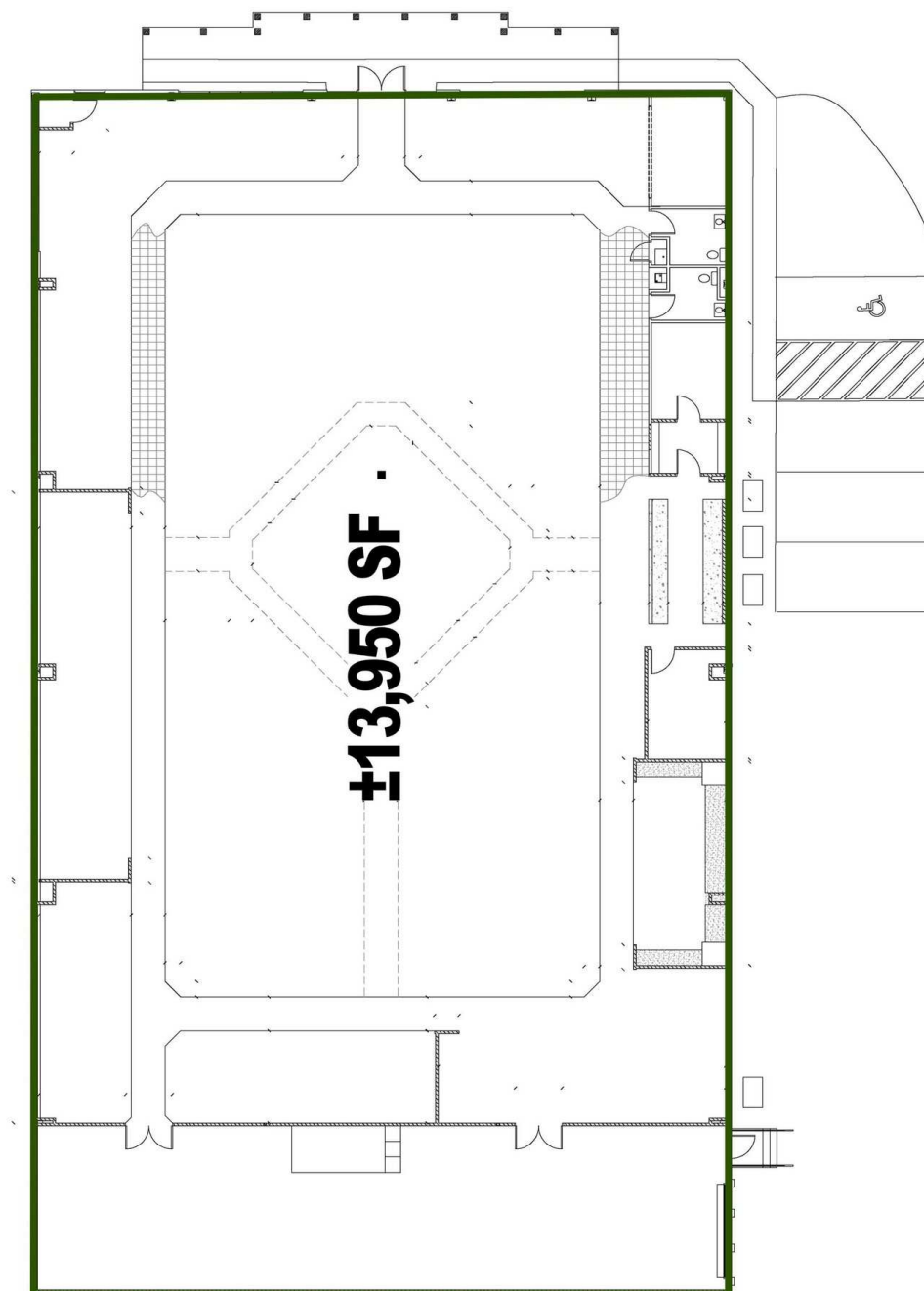


FOR SALE

Item 19.

FLOOR PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

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vonnie@vmrealestate.com

VM REAL ESTATE | 843.338.1799 | 39 PEARCE RD. BLUFFTON, SC 29910 | VMREALESTATE.COM

The information presented here is deemed to be accurate, but it has not been independently verified. We make no warranty or representation. It is your responsibility to independently confirm accuracy and completeness.



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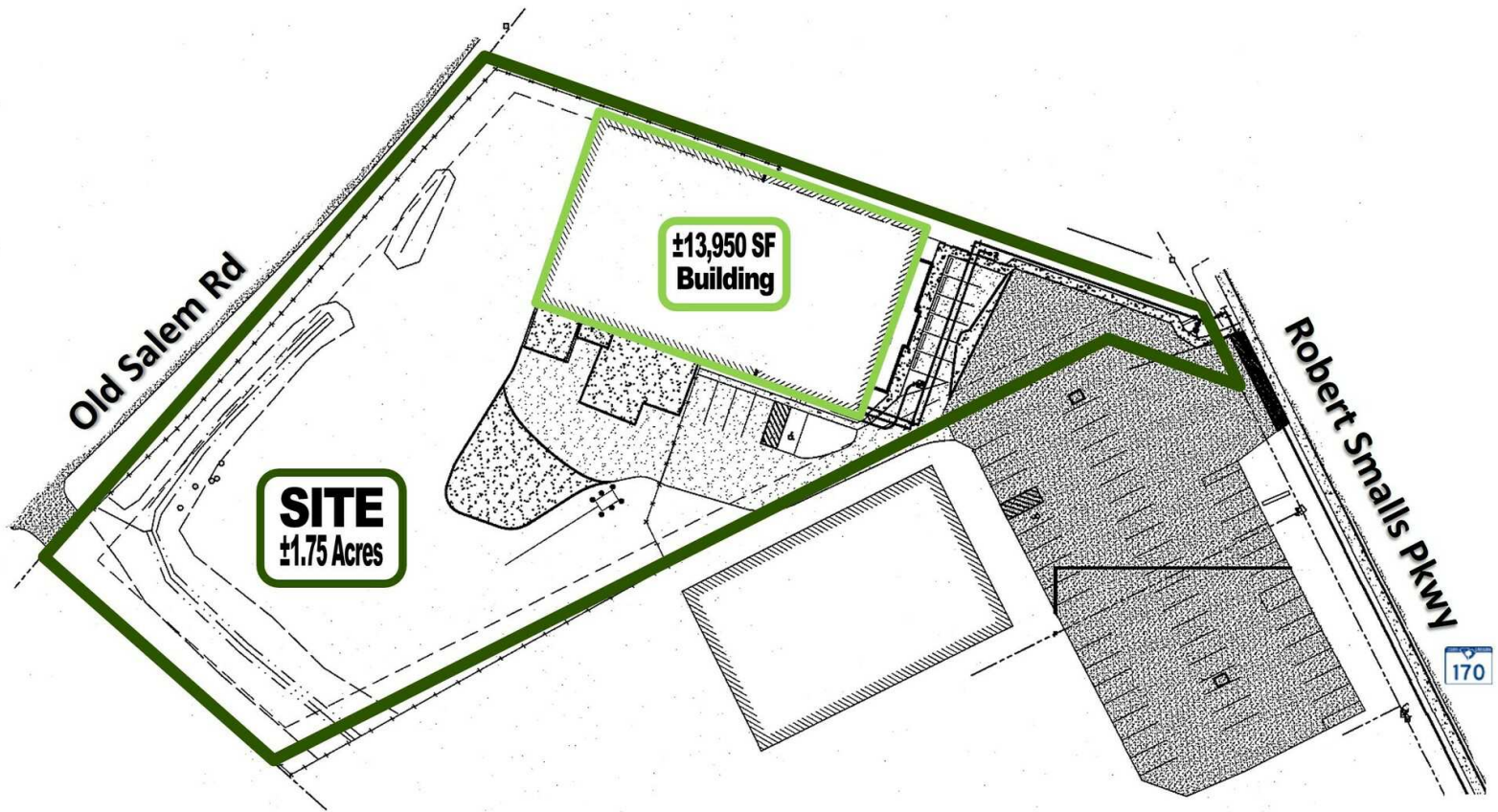
166

FOR SALE

Item 19.

SITE PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



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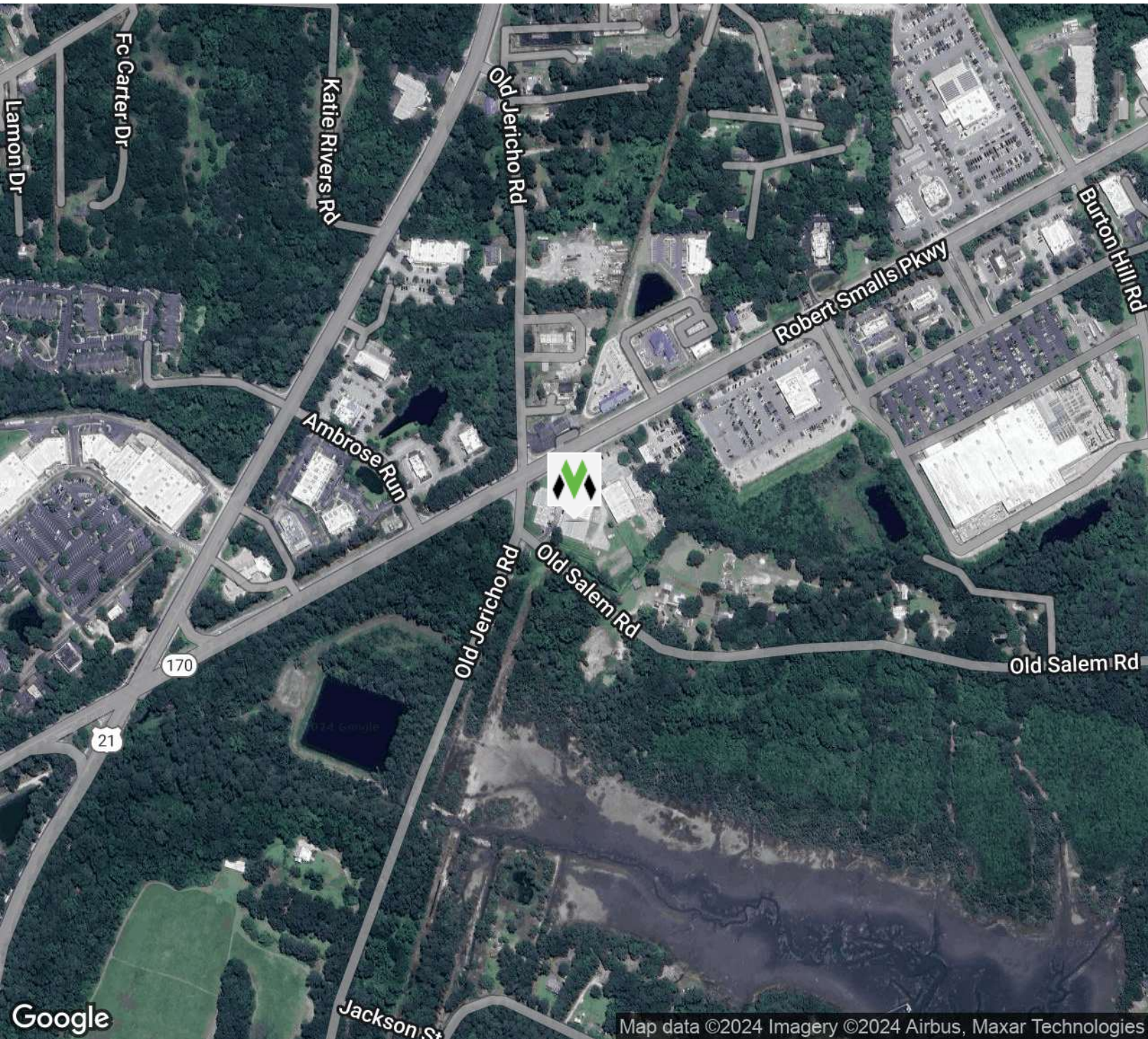
167

FOR SALE

Item 19.

LOCATION MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

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FOR SALE

Item 19.

RETAILER MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



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FOR SALE

Item 19.

PICTURES

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000
MEETING NAME AND DATE:
Public Facilities Committee; October 21, 2024
PRESENTER INFORMATION:
Brittany Ward, County Attorney; Jared Fralix, Asst. County Administrator 5 Minutes
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
Beaufort County ("County") acquired property at the corner of Bluffton Pkwy and Buck Island Road, which is currently the location of a County maintained stormwater pond. On March 4, 2024, the Town of Bluffton ("Bluffton") acquired property adjacent to the County's property. A recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the "Encroachments". The Town desires to convey a portion of the Town's property to the County so that the Encroachments are no longer located on the Town's property and are consolidated into the County's property.
FISCAL IMPACT:
No funding impact
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approving acceptance of a portion of the Town's property.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval/denial Move forward to Council for First Reading and a public hearing of an ordinance authorizing the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton located at 140 Buck Island Road with TMS No. R610-031-000-00003-0000

ORDINANCE 2024/____

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

WHEREAS, Beaufort County (“County”) previously acquired the real property consisting of approximately 8.5 acres, located on the corner of the Bluffton Parkway and Buck Island Road with TMS No. R610-031-000-1561-0000, collectively hereinafter the “County Property”; and

WHEREAS, on March 4, 2024, the Town of Bluffton acquired the property located at 140 Buck Island Road, Bluffton, South Carolina with TMS No. R610-031-000-00003-0000, collectively hereinafter the “Town Property”; and

WHEREAS, a recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the “Encroachments”; and

WHEREAS, the Town desires to convey such portions of the Town Property, as shown in Exhibit A attached hereto and incorporated herein by reference, to the County so that the Encroachments are no longer located on the Town Property and are consolidated into the County Property.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton, as shown in Exhibit A attached hereto and incorporated herein by reference, located at 140 Buck Island Road with TMS. No R610-031-000-00003-0000.

Adopted this ____ day of _____ 2024.

ATTEST

COUNTY COUNCIL OF BEAUFORT COUNTY

Sarah Brock, Clerk to Council

Joseph Passiment, Chairman

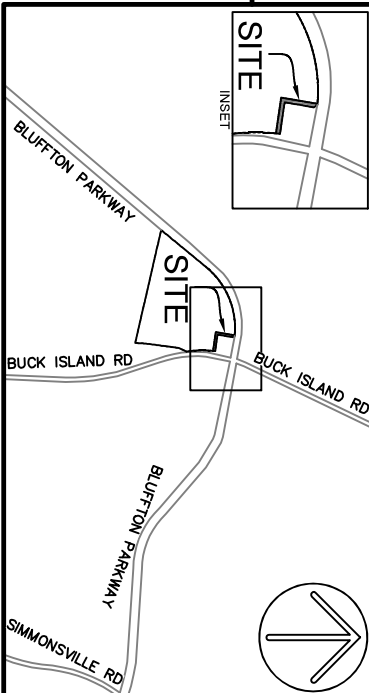
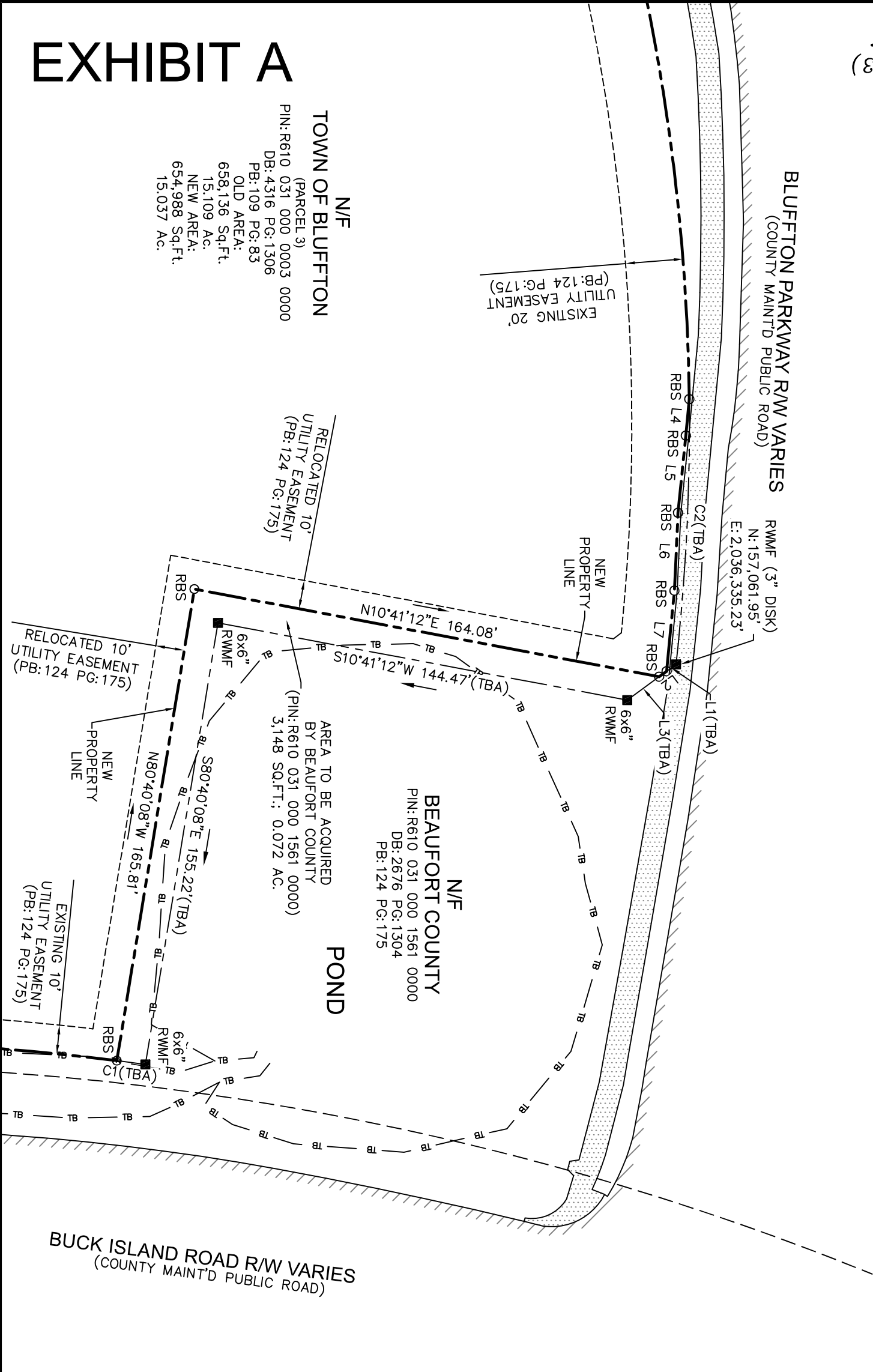
SC GRID (NAD 83)
(2011)

LABEL	BEARING	DISTANCE
L1	S36°10'56"E	4.04'
L2	S36°10'56"E	3.22'
L3	S36°10'56"E	13.70'
L4	S84°33'31"E	12.70'
L5	S84°14'52"E	26.90'
L6	S87°20'09"E	27.07'
L7	S84°27'21"E	28.09'

LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1026.00'	10.01'	10.01'	S07°19'31"W	0°33'32"
C2	740.00'	92.19'	92.14'	S87°07'51"E	7°08'18"

- LEGEND
- RBS ○ 5/8" IRON REBAR SET WITH CAP
RWMF ■ RIGHT-OF-WAY CONC. MONUMENT FOUND (TBA)
— TB — TO BE ABANDONED
— TOP OF BANK
— EDGE OF PAVEMENT
— PAVED SIDEWALK

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, COMMUNITY 450251 (TOWN OF BLUFFTON), MAP NUMBER 45013C0270G, HAVING AN EFFECTIVE DATE OF MARCH 23, 2021.
2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).



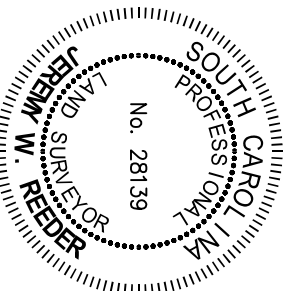
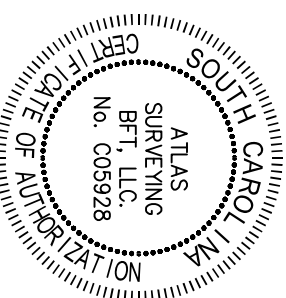
VICINITY MAP NOT TO SCALE

PREPARED FOR:
THE TOWN OF BLUFFTON
A LOT LINE RECONFIGURATION PLAT OF
#140 BUCK ISLAND ROAD
TAX PARCEL NOS. R610 031 000 0003 0000
& R610 031 000 1561 0000
TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: GBS
FIELD CHECK: JMR
DRAWN BY: KWF
FIELD DATE: 12-13-2023
PLAT DATE: 06-11-2024
SCALE: 1"=40'
PROJECT No.: BFT-20183
FILE: BFT-20183 LLR1.DWG

ATLAS
SURVEYING, INC.

168 BOARDWALK DRIVE, SUITE A.
RIDGELAND, SC 29936.
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS COUNTERED WITH SEAL



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 21.

ITEM TITLE:

RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENT OF SOUTH CAROLINA CODE OF LAWS

MEETING NAME AND DATE:

Finance Committee, October 28, 2024

PRESENTER INFORMATION:

Jonathan Sullivan, Chairman, Accommodations Tax (State 2%) Committee

20 minutes

ITEM BACKGROUND:

Presentation of Accommodations Tax (State 2%) Committee Recommendations to Tourism-Related Organizations in the Amount of \$760,250. Attached are an Ordinance for Council to appropriate the grants for State Accommodations Taxes and Exhibit A which contains the recommendations from the Accommodations Tax (State 2%) Committee, and a letter from the Chairman of the State Accommodations Tax Committee with notes and reference to previous year award if applicable.

PROJECT / ITEM NARRATIVE:

The Accommodations Tax (State 2%) Committee Chairman will present the board's recommendations for the 2024-2025 State ATAX Grant Awards

FISCAL IMPACT:

Beaufort County Director of Compliance and Internal Controls, Christine Webb and Senior Accountant, Brycen Campbell, determined an allocation of \$1,300,000 from State ATAX Funds Collections to be awarded to grant applicants as per the attached. Committee recommends Council to allocate \$760,250 of the funds for this cycle.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommendation is to approve the grants as recommended by the Committee.

OPTIONS FOR COUNCIL MOTION:

Recommend Approval to Council and forward for First Reading at the next County Council Meeting.

Recommend Modifying recommendations made by the Accommodations Tax Board and forward to Council to approve modified recommendations at the next County Council Meeting.

Recommend denial of committee recommendations to Council and forward to Council.

ORDINANCE 2024/_____**AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO**

WHEREAS, County Council is authorized to utilize State 2% Accommodations Tax ("A-Tax") Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

WHEREAS, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use State Accommodations Tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the State Accommodations Tax; and

WHEREAS, applications were received, reviewed and scored by the State Accommodations Tax Advisory Committee, which has made award recommendations to County Council for approval and appropriation of funds; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's State Accommodations Tax funds as set forth in the attached Exhibit "A".

DONE this _____ Day of _____, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Jr. Chairman

ATTEST:

Sarah Brock, Clerk to Council

												Item 21.
Time	Committee Member		Organization	Event Title	Contact Name		Amount Requested	Recommended		Notes		
9:00am	Sullivan	1	Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2024-2025	Robb Wells		\$ 195,000.00	\$ 270,000.00				
9:15am	Gibbs	2	Beaufort Art Association	Beaufort Art Gallery Tourist Bench	Rush Dixon		\$ 2,250.00	\$ -				
9:20am	Sullivan	3	Beaufort History Museum	Social Media Funding for Beaufort History Museum Revolutionary War Day & for all social media entries for 2025	Katherine Lang		\$ 5,550.00	\$ 750.00				
9:25am	Guerra	4	Friends of the Spanish Moss Trail	Digital/Social Media Campaign Featuring the Spanish Moss Trail	Sissy Perryman		\$ 20,000.00	\$ 20,000.00				
9:30am	Green	5	Beaufort Area Hospitality Association	Beaufort Oyster Festival & Restaurant Week 2025	Ashlee Houck		\$ 30,000.00	\$ 30,000.00				
9:35am	Guerra	6	Lean Ensemble Theater	Marketing, Lean Ensemble Theater productions	Blake White		\$ 4,000.00	\$ -				
9:40am	Stewart	7	FRIENDS OF FORT FREMONT	Develop and Market Digital Simulations of Homeland Defense at Fort Fremont	Wendy Wilson		\$ 34,000.00	\$ 12,000.00				
9:45am	Green	8	Port Royal Sound Foundation	PRSF Tourism Marketing Campaign	Kat Armstrong		\$ 37,000.00	\$ 37,000.00				
9:50am	Singleton	9	SC Lowcountry Tourism Commission	Promotion of Beaufort County and the Lowcountry	Peach Morrison		\$ 93,300.00	\$ 93,300.00				
9:55am	Desai	10	Freedman Arts	"Chalk it Up" Arts Festival	Elizabeth Quarles		\$ 50,000.00	\$ 50,000.00				
10:00am	Desai	11	Mid-Cities Youth Sports Association	The Inaugural S.M.O.K.E. Invitational AAU Basketball Tournament	Jindia Blount		\$ 42,500.00	\$ -		Did not attend presentation.		
10:05am	Sullivan	12	The Original Gullah Festival of South Carolina, Inc.	2025 Original Gullah Festival	Denise Bullitt		\$ 41,000.00	\$ 25,000.00				
10:15am	Singleton	13	Hilton Head Choral Society	Concerts in April, May, September and December 2025	David Coyle		\$ 5,000.00	\$ -				
10:20am	Guerra	14	Friends of Port Royal Cypress Wetlands	Facebook Media Advertising	Eileen Newton		\$ 6,000.00	\$ 6,000.00				
10:25am			Break 10 Minutes									
10:35am	Desai	15	Gullah Traveling Theater, Inc.	2025 Decoration Day Play	Denise Bullitt		\$ 30,000.00	\$ 13,500.00				
10:40am	Stewart	16	Gullah Traveling Theater, Inc.	Da' Gullah Dinner Theater	Denise Bullitt		\$ 30,000.00	\$ -				
10:45am	Guerra	17	Hilton Head Symphony Orchestra	HHSO Marketing Programs	Susan Hartmann		\$ 25,000.00	\$ -				
10:50am	Gibbs	18	Hilton Head Island Land Trust	Hilton Head Island Land Trust Raptor Camera	James Schneider		\$ 13,500.00	\$ -				
10:55am	Sullivan	19	Junior Jazz Foundation	Hilton Head Jazz Camp	James Berry		\$ 30,000.00	\$ -				
11:00am	Stewart	20	Hilton Head Island Concours d'Elegance & Motoring Festival	Hilton Head Island Concours d'Elegance & Motoring Festival	Kelly Smith		\$ 40,000.00	\$ 35,000.00				
11:05am	Singleton	21	Beaufort Film Society	Beaufort International Film Festival	Ron Tucker		\$ 60,000.00	\$ 60,000.00				
11:10am	Gibbs	22	Beaufort Water Search And Rescue	water rescue services and Water Festival event safety patrol	Patrick Canning		\$ 20,000.00	\$ -				
11:15am	Desai	23	Historic Bluffton Foundation	Historic Bluffton Foundation Spring Tour of Homes	Robert Jones Jr.		\$ 3,000.00	\$ -				
11:20am	Green	24	Daufuskie Island Historical Foundation	Daufuskie Island Historical Foundation Brochure Printing	Nancy Ludtke		\$ 7,000.00	\$ -				
11:25am			Break 10 Minutes									
11:35am	Singleton	25	Coastal Discovery Museum	Cultural and Ecotourism Programming	Rex Garniewicz		\$ 38,500.00	\$ 13,500.00				
11:40am	Singleton	26	Birding Beaufort "Birding With Benefits" 501(c)3	Wings Over Beaufort 2025 - A Birding & Ecotourism Festival	Jennifer Clementoni		\$ 25,000.00	\$ 11,200.00				
11:45am	Gibbs	27	Historic Bluffton Foundation	Under the Ancient Oaks	Robert Jones Jr.		\$ 8,000.00	\$ 8,000.00				
11:50am	Green	28	Lowcountry Golf Course Owners Association	2025 Golf Tourism to Drive Vacationing Golfers to Beaufort County	Barry Fleming		\$ 20,000.00	\$ 7,500.00				
11:55am	Stewart	29	Gullah Museum of Hilton Head Island	Gullah Heritage Festival	Edra Stephens		\$ 35,000.00	\$ -				
12:00pm	Sullivan	30	Hilton Head Hospitality Association	Hilton Head Wine & Food Festival	Jeffrey Gerber		\$ 10,000.00	\$ -				
12:05pm	Green	31	Native Island Business and Community Affairs Ass. (NIBCAA)	Gullah Celebration	Eric Turpin		\$ 50,000.00	\$ 10,000.00				
12:10pm	Stewart	32	David M. Carmines Memorial Foundation	Hilton Head Island Seafood Festival	Kelly Smith		\$ 36,000.00	\$ 25,000.00				
12:15pm	Desai	33	Beaufort County 250 Committee (BC 250) of the South Carolina American Revoilution Sestercentennial (250) Commission	Beaufort County 250 Committee Fund - Community Foundation of the Lowcountry	Richard Thomas		\$ 213,400.00	\$ 32,500.00				
12:20pm			Lunch 45 Minutes									
1:05pm			Committee Discussion									
		34	Beaufort County Black Chamber of Commerce	Gullah Roots: Mapping Heritage, Connecting Communications	Bridget Brown		\$ 50,000.00			Applied to county instead of city by accident.		

Committee Members

- 5 Vimal Desai
- 4 Marie Gibbs
- 4 Ken Guerra
- 5 Dick Stewart
- 5 Anita Singleton
- 5 Steven Green
- 5 Jonathan Sullivan, Chairman
- 33

- Did not attend workshop. Accidentally applied for County instead of
- 34 City. Application inelligable
- 11 Waiting on workshop attendance verification from applicant.
- * CONFIRMED ATTENDANCE

SCHEDULE REQUESTS

- Lean Ensemble Theater-Blake White-- Morning
- Hilton Head Hospitality Assoc. -Jeff Gerber -- Afternoon
- BC 250- Richard Thomas-- after 2 before 4
- Hilton Head Land Trust - Jim Schneider-- 10am-noon

Award Requests

Budgeted Allocation

\$ 1,260,000.00

\$ 760,250.00

Total Recommendation From Committee

\$1,300,000.00

Beaufort County, South Carolina
2024-2024 2% State ATAX
October 18th, 2024 Applicant Presentation
TDAC Recap and Recommendations

On October 18th, 2024 the Beaufort County 2% State ATAX Committee heard applicants for the 2024/2025 ATAX Grant Cycle.

As we continue to improve the committees work and recommendations to Council, this committee will continue to be critical of having good financial documentation that demonstrates fiscal responsibility and a strong demonstrated Return on Investment with Tourism Dollars. We have worked year after year to provide the best recommendations that support strong tourism demand. In the last few years, we have seen the growth of the ATAX funds from just under \$500,000 to now \$1,300,000. We will continue to track how ATAX funds come to the County so we can make supporting recommendations to continue this pattern of growth. Through this past year we learned that roughly 78% of ATAX collected by the County comes from the Northern portion of the County. With this in mind we worked to place the investments back into that area. We also remain focused on low tourism seasons to help generate as much demand as possible and support a year-round tourism approach.

Greater Beaufort-Port Royal CVB - Tourism Marketing \$195,000.00

- Full support from the Committee to fund the CVB. Concerns are with the ongoing cost to place ads in the media with ongoing cost creep in a heavy advertising year with the election. The committee recognizes the CVB's contributions to Northern Beaufort County and the return of every \$1 invested in the CVB results in an \$11 return on investment.

Beaufort Art Association - Beaufort Art Gallery Tourist Bench \$2,250.00

- The committee enjoyed the idea of an artist bench on Bay St and certainly felt this fits within Art and Culture for tourism. The committee decided to not recommend this project, we want to emphasize a focus on a return on the ATAX investment and this did not have a means to track that impact. **While a great project, not one we recommend be funded through this committee.**

Beaufort History Museum - Social Media Funding for Beaufort History Museum Revolutionary War Day & for all social media entries for 2025 \$5,550.00

- **The committee is recommending \$750** as part of the request for paid ad placement for the Revolutionary War Day event. We like the fit for heritage and culture. It has limited space available but the size fits the marketing expense and has room to grow for future years. We did not support the remaining funds for general annual Social Media marketing without a specific projection on paid advertising and tracking the return on investment.

Friends of the Spanish Moss Trail - Digital/Social Media Campaign Featuring the Spanish Moss Trail \$20,000.00

- Year after year we have seen positive growth of the trail and its impact on tourism generation. The organization has been able to administer their previous awards effectively and the committee finds this to be a good future investment with the ongoing development of the Trail. **The committee is recommending \$20,000.**

Beaufort Area Hospitality Association - Beaufort Oyster Festival & Restaurant Week 2025
\$30,000.00

- This is a January Event, a need time for activities to drive tourism. Growth of the festival has been steady and want to see more occur. Previously January was the slowest month in the market, this event has moved the needle. Food Tourism is real, Tides to Tables runs a week long, they host the Oyster Boogie 5k, all locally sourced Oysters. Does not do craft fair, want tourist to visit local shops and support those businesses. **The Committee is recommending \$30,000.**

Lean Ensemble Theater - Marketing, Lean Ensemble Theater productions \$4,000.00

- Tourist tend to stay closer to the theater, this has greatest impact on Hilton Head area and Bluffton. This seemed to generate little return to Beaufort County ATAX Collections. **The committee is recommending \$0 funding.**

Friends of Fort Fremont - Develop and Market Digital Simulations of Homeland Defense at Fort Fremont \$34,000.00

- Beaufort County has made significant investments to improve the site and make the Fort a positive destination for Tourist to see and understand the local history. The committee felt creating simulation videos could discourage tourist as they could just watch and visit online. We hope to see a future focus on being opened more frequently and added tours. We do support the general marketing request to increase the reach of the Fort as this is a hard site that works year round to support the tourism economy. **The committee is recommending \$12,000.**

Port Royal Sound Foundation - PRSF Tourism Marketing Campaign \$37,000.00

- The PRSF is one of the few centrally located museums in unincorporated Beaufort County. They have continued to invest mostly through private donations to build a great experience. Marketing and the continued growth of this attraction is a positive investment for long term returns. **The committee is recommending \$37,000.**

SC Lowcountry Tourism Commission - Promotion of Beaufort County and the Lowcountry \$93,300.00

- SC Lowcountry Tourism serves as a regional marketing organization and supports a focused marketing approach to Northern Beaufort county and the area partners. They have incredible tracking and help set the standard for reporting their return on investment. **The committee is recommending \$93,000.**

Freedman Arts - "Chalk it Up" Arts Festival \$50,000.00

- The Freedman's Arts has already signed up 40 Artist for this year's event, they are focusing on key artist that have a following and are known to attract other artists/tourists. This is only a 2nd year event, they are adding a third day with a Friday evening event. The event will move to more centrally focused in downtown Beaufort to allow for more attendees and take advantage of the surrounding spaces. This event is starting to push into a busy time, we hope to see this happen in early March in coming years to create more tourism activities in a slower time. **The committee is recommending \$50,000.**

Mid-Cities Youth Sports Association - The Inaugural S.M.O.K.E. Invitational AAU Basketball Tournament \$42,500.00

- Did not show for presentation, **The committee is recommending \$0**

The Original Gullah Festival of South Carolina, Inc. - 2025 Original Gullah Festival \$41,000.00

- This is a long running and historical festival, due to the history of the festival it takes place Memorial Weekend. This is already a busy time in the area but we also understand the need to create activities to retain year over year tourist. The festival is adding Sunday in hopes to extend the weekend stay and add a room night to an already high travel weekend. The Committee is **recommending \$15,000 for Sunday high impact entertainment and \$10,000 for marketing in collaboration with the Gullah Decoration Day Play over the same weekend. The financial reports and details need improvement and will require more details going forward to maintain future funding. Year over year reporting needs to be removed. The committee is recommending \$25,000 in total funds.**

Hilton Head Choral Society - Concerts in April, May, September and December 2025 \$5,000.00

- Organization creates nice Arts Activities, during the presentation it was acknowledged that they support tourist in the Hilton Head area, they have requesting \$20k from HHI ATAX. **The committee is recommending \$0.**

Friends of Port Royal Cypress Wetlands - Facebook Media Advertising \$6,000.00

- Ecotourism continues to be a growing business and we are seeing more and more of these tourist. This is well positioned to take advantage of the natural landscape and we believe this is a great investment to build a larger venue or activation opportunity. **The committee is recommending \$6,000.**

Gullah Traveling Theater, Inc. - 2025 Decoration Day Play \$30,000.00

- This is a historically significant activity that is working in conjunction with the Gullah Festivals weekend activities. This event estimated it captured/generated 800 tourists this past year. The total request for the return on investment is not well supported, however we do feel there is an opportunity to support this and the Gullah Festival in mass marketing and good collaboration between both groups. As part of the Gullah Festival, **we have recommended \$10k for marketing and provided an additional recommendation for \$10k to the Decoration Day Play event for a this combined weekend event, a total of \$20k in marketing.** We are also recommending \$3,500 to support the venue rental fee of the Performing Arts Center. This organization will require a full P&L report of the event, this information has not been well documented. The committee has struggled to get a budget with full revenues and expense details making it difficult to provide a good recommendation to Council. As part of the approval this organization **has remaining funds from this past cycle** for an event that has occurred. **We are requesting those funds be returned to continue these year's grant cycle for the applicant.** With the new process started this past cycle, we have had one organization return their unused funds. **To the committee this seems like the best recommendation to Council to maintain a clear accounting of activities. We have reviewed with the County Finance Staff and they support this process. The committee is recommending \$13,500**

Gullah Traveling Theater, Inc. - Da' Gullah Dinner Theater \$30,000.00

- This is a new proposed event, the committee felt the **application lacked enough information** about the specific details of the event and no financial models to show a return for the investment. The little information provided did estimate the total number of tourists would be an estimated 480. **This does not meet a good return on investment for the \$30,000 request.** This could be cleaned up with details and a more formal plan for future request. **The committee is recommending \$0.**

Hilton Head Symphony Orchestra - HHSO Marketing Programs \$25,000.00

- Nice art and cultural activity, this is primarily focused on HHI having little impact on the unincorporated Beaufort County. The majority of the past advertising is spent in a local life magazine and does not meet requirements for attracting tourists from outside the 50+ mile radius. **The committee is recommending \$0.**

Hilton Head Island Land Trust - Hilton Head Island Land Trust Raptor Camera \$13,500.00

- The committee recommended funding for this last year, there was no real data on actual tourism generation from the project. We don't feel the activity will encourage individuals to become tourist. **The committee is recommending \$0.**

Junior Jazz Foundation - Hilton Head Jazz Camp \$30,000.00

- Great camp for kids in the summer months, the primarily stay at USCB housing generate little ATAX. This is not viewed as a tourism generating activity. **The committee is recommending \$0.**

Hilton Head Island Concours d'Elegance & Motoring Festival – Motoring Festival \$40,000.00

- We understand the vast impact of the event and are encouraged that they are connecting more activities county wide, we want to see more off HHI activities in the future. This year they have a driving tour that hits Parris Island and takes people across the county. A key piece for the attendees is the need for homes with garages, this drives short term rentals as well affordable accommodations which also takes them off island generating spend in Unincorporated Beaufort County. **They are becoming more and more sufficient. The committee is recommending \$35,000.**

Beaufort Film Society - Beaufort International Film Festival \$60,000.00

- BIFF has been consistent in growing and maintaining a solid festival. Years ago they shifted their dates to fill a low occupancy time in February. This is a great investment for the slow time of year and creates a positive impact for the Tourism economy. We support the videography, photography, marketing, equipment rentals and the venue rental. **The committee is recommending \$60,000.**

Beaufort Water Search And Rescue - water rescue services and Water Festival event safety patrol \$20,000.00

- This is not a tourism generating event. **The committee is recommending \$0.**

Historic Bluffton Foundation - Historic Bluffton Foundation Spring Tour of Homes \$3,000.00

- This is a limited one-day event in April during a peak time, did not see the return on investment, **The committee is recommending \$0.**

Daufuskie Island Historical Foundation - Daufuskie Island Historical Foundation Brochure Printing \$7,000.00

- The committee supported the request last year and asked them to come with something different in the future as this is not a tourism generator. Pamphlets at the museum has the tourist already in the market. **The committee is recommending \$0.**

Coastal Discovery Museum - Cultural and Ecotourism Programming \$38,500.00

- They are hosting an art market that produces nearly 105 art market, general stay in unincorporated with more affordable rates. The continued story development of Santa Elena is impactful for County Wide impact. **We recommend \$7,500 for the Art Market marketing expense and \$6,000 for the Santa Elena story. The committee is recommending \$13,500.**

Birding Beaufort "Birding With Benefits" 501(c)3 - Wings Over Beaufort 2025 - A Birding & Ecotourism Festival \$25,000.00

- We continue to see a rise in demand for ecotourism, there is little option to get that experience in this area. This organization is working to promote and provide this experience and is doing a September focused activity in a need time that is normally slow. Both the SC LowCountry Tourism Commission and the CVB have indicated their desire to work with this group to support these activities. **We support \$10k for marketing and \$1,200 for event space and Keynote speaker fees. The committee is recommending \$11,200.**

Historic Bluffton Foundation - Under the Ancient Oaks \$8,000.00

- They are bringing back an old event and working to breathe new life into it. It will be a three day event that includes reenactors showcasing the way of life, they have received interest already for 28 of 30 SCAR reenactors who want to come. This event will take place in November 2025, **driving tourism activity in a normally slow time. \$4k for marketing expenses, \$4k to support venue fees, planning, event management and logistics. The committee is recommending \$8,000**

Lowcountry Golf Course Owners Association - 2025 Golf Tourism to Drive Vacationing Golfers to Beaufort County \$20,000.00

- They are mostly focused on HHI and Bluffton courses, as supported by HHI ATAX with a \$200k request. The committee would like to see **a focus on Unincorporated Golf Courses for marketing** with these ATAX funds. **The committee is recommending \$7,500.**

Gullah Museum of Hilton Head Island - Gullah Heritage Festival \$35,000.00

- They have decided to remove summer camp and the request for \$10k associated with the event. The remaining events budget was not broken out for individual events and lacked detail. We would like to better understand the detailed financials and return on Tourism Investment, how many anticipated tourists will be generated for future funding cycles. **The committee is recommending \$0.**

Hilton Head Hospitality Association - Hilton Head Wine & Food Festival \$10,000.00

- This seems to be a HHI centric event, we requested additional info last year to continue supporting County Funded ATAX, we were not able to get that this year. **The committee is recommending \$0.**

Native Island Business and Community Affairs Ass. (NIBCAA) - Gullah Celebration \$50,000.00

- This is a Hilton Head Island centric organization and events. County is invested in donated office space annually to support organizational needs. Many of the visitors are on the island and not travelling from outside the region, for their tourism draw they felt 20% we're staying in unincorporated Beaufort County. **They are requesting \$225,000 from HHI ATAX committee. The committee is recommending \$10,000.**

David M. Carmines Memorial Foundation - Hilton Head Island Seafood Festival \$36,000.00

- This is a weeklong festival that takes place in February creating demand during a slower time for tourism. Because February is such a slow time across the county, the committee members felt confident this event draws attendees from across the county to go to the festival and generate a positive accommodations tax return. the funds recommended are for digital online marketing media. **The committee is recommending \$25,000.**

Beaufort County 250 Committee (BC 250) of the South Carolina American Revolution Sestercentennial (250) Commission - Beaufort County 250 Committee Fund - Community Foundation of the Lowcountry \$213,400.00

- This is a very complex request that requires more details for full funding. the committee would like to recommend a smaller funding amount and allow the the BC 250 some time to come back with a specific detailed plan describing how the funds would be used, and would they be ongoing assets that can used to generate tourist year-round or will this only be for a short period of time. We would also like to understand the ongoing cost of operating and maintaining these sites for future years and what that funding model would require. **The recommended funding is to support the Project Planning to provide details on specific details, expenses and on-going cost and come back to request additional funds. The committee is recommending \$32,500.**

Following this part of the discussion, the committee voted unanimously to support these recommendations to Council.

An additional motion was made to provide \$75,000 to the CVB in Northern Beaufort County to support groups and activities that may require additional marketing support. After the motion was seconded, the committee discussed the cost of marketing expense during an election year as well as the local H and A tax funds not being distributed until sometime in 2025. Including some of the applicants before this committee have been asked to come back with more details for future funding. This will allow the Northern County CVB a secondary set of funds to support organizations who require additional marketing support.

After discussion the vote carried, and the committee is recommending the additional \$75,000 to the Greater Beaufort, Port Royal CVB.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

ITEM TITLE: Supplemental AIS for Amended Ordinance Amendment

Approval of an Ordinance amending Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,300,000 for Fleet Services vehicle and equipment purchases.

MEETING NAME AND DATE:

County Council Meeting, November 12, 2024

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety, and Todd Davis – Fleet Services Director
10 minutes

ITEM BACKGROUND:

Beaufort County Finance department must amend the FY 25 Budget to reflect the appropriation of funds from General Fund -Fund Balance.

County Administration desires to use General Fund-Fund Balance to authorize the transfer of \$3,300,000 from general fund-fund balance to the Fleet Service line item in the capital fund for the purchase of 36 vehicles and equipment to support Beaufort County departments.

At the Finance, Administration, and Economic Development Meeting on October 28, 2024, the Committee voted to amend the proposed Budget Amendment Ordinance to remove the 2nd project related to providing funds to the Beaufort Executive Airport for the construction of additional hangars and the waiver of their debt in the amount of \$712,750.52 to the general fund.

Additionally, the Committee voted to amend the amount to \$3,300,000 to match the amount specified in the back-up materials.

PROJECT / ITEM NARRATIVE:

Please see additional back-up material describing the project and options.

FISCAL IMPACT:

If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,300,000 Fleet Services vehicle and equipment purchases.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend the proposed Budget Ordinance Amendment.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

ITEM TITLE: Supplemental AIS for Amended Ordinance Amendment

Approval of an Ordinance amending Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,200,000 for Fleet Services vehicle and equipment purchases. ~~\$4,303,000 for Beaufort Executive Airport hangar construction, and waiving \$712,750.52 Beaufort Executive Airport payable loan to the General Fund.~~

MEETING NAME AND DATE:

Finance, Administration, and Economic Development Meeting, October 28, 2024

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety

Todd Davis – Fleet Services Director

~~Jon Rembold – Airports Director~~

10 minutes

ITEM BACKGROUND:

Beaufort County Finance department must amend the FY 25 Budget to reflect the appropriation of funds from General Fund -Fund Balance.

County Administration desires to use General Fund-Fund Balance to ~~complete two county projects.~~

~~Project #1 – The request to authorize the transfer of \$3,200,000 from general fund-fund balance to the Fleet Service line item in the capital fund for the purchase of 36 vehicles and equipment to support Beaufort County departments.~~

~~Project #2 – The request to authorize the transfer of \$4,303,000 from the general fund – fund balance to the Beaufort Executive Airport Enterprise fund for the construction of additional hangars and waive the existing debt of \$712,750.52 to the general fund.~~

PROJECT / ITEM NARRATIVE:

Please see additional back-up material describing each project and options for each.

~~Project #1 Fleet Vehicle purchasing~~

~~Project #1 ARW Hangar Financing~~

FISCAL IMPACT:

If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,200,000 Fleet Services vehicle and equipment purchases, ~~\$4,303,000 Beaufort Executive Airport hangar construction, and waving \$712,750.52 Beaufort Executive Airport payable loan to the General Fund.~~

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend the proposed Budget Ordinance Amendment.

~~If approved, the proposed ordinance will move to Council for approval.~~



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

ITEM TITLE:

Approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,200,000 for Fleet Services vehicle and equipment purchases, \$4,303,000 for Beaufort Executive Airport hangar construction, and waving \$712,750.52 debt of Beaufort Executive Airport payable loan to the General Fund.

MEETING NAME AND DATE:

Finance, Administration, and Economic Development Meeting, October 28, 2024

PRESENTER INFORMATION:

John Robinson, Assistant County Administrator – Public Safety

Todd Davis – Fleet Services Director

Jon Rembold- Airports Director

10 minutes

ITEM BACKGROUND:

Beaufort County Finance department must amend the FY 25 Budget to reflect the appropriation of funds from General Fund -Fund Balance.

County Administration desires to use General Fund-Fund Balance to complete two county projects.

Project #1 – The request to authorize the transfer of \$3,200,000 from general fund-fund balance to the Fleet Service line item in the capital fund for the purchase of 36 vehicles and equipment to support Beaufort County departments.

Project #2 – The request to authorize the transfer of \$4,303,000 from the general fund- fund balance to the Beaufort Executive Airport Enterprise fund for the construction of additional hangars.

Additionally, County Staff is recommending the waiver of a debt of the Beaufort Executive Airport in the amount of \$712,750.52 so this amount may be reinvested in the airport. A brief of the existing payable debt is included in the Project #2 ARW Hanger Financing document.

PROJECT / ITEM NARRATIVE:

Please see additional back-up material describing each project and options for each.

Project #1 Fleet Vehicle purchasing

Project #2 ARW Hangar Financing

Documentation of Debt owed by Beaufort Executive Airport

FISCAL IMPACT:

If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an Ordinance amending the Budget Ordinance 2024/25, to reflect the approval of use of General Fund -Fund balance for \$3,20,000 for Fleet Services vehicle and equipment purchases, \$4,303,000 for Beaufort Executive Airport hangar construction, and waving \$712,750.52 Beaufort Executive Airport payable loan to the General Fund.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend the proposed Budget Ordinance Amendment.

If approved, the proposed ordinance will move to Council for approval.

ORDINANCE 2024/

AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2025 (ORDINANCE NO. 2024/25) TO APPROPRIATE AND TRANSFER \$3,300,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND TO COVER THE COST OF VEHICLE AND EQUIPMENT PURCHASES.

WHEREAS, the Beaufort County Council, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, has the authority to prepare an annual budget for all Beaufort County Department, Agencies, Elected Officials, Boards and Commissions; and

WHEREAS, Beaufort County Council adopted Ordinance 2024/25 on June 27, 2024, which set the County's FY 2024-2025 budget and associated expenditures; and

WHEREAS, Beaufort County desires to amend budget ordinance 2024/25 to reflect the transfer of \$3,300,000 from general fund-fund balance to the Fleet Service line item within the Capital Fund for the purchase of vehicles and equipment for county purposes; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect the additional appropriation of funds as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the FY 2024-2025 Beaufort County Budget Ordinance 2024/25 is hereby amended to reflect the transfer of \$3,300,000 from the fund balance of the General Fund to the Capital Improvement Fund to cover the cover the cost of vehicle and equipment purchases.

Done this ____ day of ____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

ORDINANCE 2024/

AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2025 (ORDINANCE NO. 2024/25) TO APPROPRIATE AND TRANSFER \$3,200,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND TO COVER THE COST OF VEHICLE AND EQUIPMENT PURCHASES AND \$4,300,000 TO THE BEAUFORT EXECUTIVE AIRPORT ENTERPRISE FUND FOR THE CONSTRUCTION OF HANGARS AND TO WAIVE THE BEAUFORT EXECUTIVE AIRPORT PAYABLE LOAN TO THE GENERAL FUND IN THE AMOUNT OF \$712,750.52 DOLLARS.

WHEREAS, the Beaufort County Council, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, has the authority to prepare an annual budget for all Beaufort County Department, Agencies, Elected Officials, Boards and Commissions; and

WHEREAS, Beaufort County Council adopted Ordinance 2024/25 on June 27, 2024, which set the County's FY 2024-2025 budget and associated expenditures; and

WHEREAS, Beaufort County desires to amend budget ordinance 2024/25 to reflect the transfer of \$3,200,000 from general fund-fund balance to the Fleet Service line item within the Capital Fund for the purchase of vehicles and equipment for county purposes; and

WHEREAS, Beaufort County Council desires to fund a Hangar expansion project at the Beaufort Executive Airport; and

WHEREAS, Beaufort County desires to amend the budget ordinance to reflect the transfer of \$4,300,000 from general fund-fund balance to the Beaufort Executive Airport Enterprise fund for the construction of additional hangars at Beaufort Executive Airport; and

WHEREAS, Beaufort Executive Airport is indebted to Beaufort County with a Payable loan of \$712,750.52 owed and payable to the Beaufort County General Fund; and

WHEREAS, Beaufort County Council desires to waive the Beaufort Executive Airports Payable loan of \$712,750.52 to the General Fund as it is in the best interest of the County to relieve the payable loan debt; and

WHEREAS, Beaufort County Council desires to amend the budget ordinance to reflect a waiver of a Payable loan of \$712,750.52 owed by Beaufort Executive Airport and to remove this amount from the accounts receivable portion of the budget; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect the additional appropriation of funds and waiver or payable loan debt as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the FY 2024-2025 Beaufort County Budget Ordinance 2024/25 is hereby amended to reflect the transfer of \$3,200,000 from the fund balance of the General Fund to the Capital Improvement Fund to cover the cover the cost of vehicle and equipment purchases;

and to transfer \$4,300,000 from the Fund balance of the General Fund to the Beaufort Executive Airport Enterprise Fund for the construction of hangars; and to waive the Beaufort Executive Airport Payable Payable Loan debt to the General Fund in the amount of \$712,750.52 and to remove this debt from the accounts receivable portion of the budget.

Done this ____ day of ____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joeseeph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

ORDINANCE 2024/

AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2025 (ORDINANCE NO. 2024/25) TO APPROPRIATE AND TRANSFER \$3,200,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND TO COVER THE COST OF VEHICLE AND EQUIPMENT PURCHASES ~~AND \$4,300,000 TO THE BEAUFORT EXECUTIVE AIRPORT ENTERPRISE FUND FOR THE CONSTRUCTION OF HANGARS AND TO WAIVE THE BEAUFORT EXECUTIVE AIRPORT PAYABLE LOAN TO THE GENERAL FUND IN THE AMOUNT OF \$712,750.52 DOLLARS.~~

WHEREAS, the Beaufort County Council, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, has the authority to prepare an annual budget for all Beaufort County Department, Agencies, Elected Officials, Boards and Commissions; and

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WHEREAS, in the interest of good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect the additional appropriation of funds ~~and waiver or payable loan debt~~ as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the FY 2024-2025 Beaufort County Budget Ordinance 2024/25 is hereby amended to reflect the transfer of \$3,200,000 from the fund balance of the General Fund to the Capital Improvement Fund to cover the cover the cost of vehicle and equipment purchases.

~~and to transfer \$4,300,000 from the Fund balance of the General Fund to the Beaufort Executive Airport Enterprise Fund for the construction of hangars; and to waive the Beaufort Executive Airport Payable Payable Loan debt to the General Fund in the amount of \$712,750.52 and to remove this debt from the accounts receivable portion of the budget.~~

Done this ____ day of ____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joeseeph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY FLEET MANAGEMENT

120 Shanklin Road
Beaufort, South Carolina 29906
(843) 255-6415
www.beaufortcountysc.gov

Item 22.

Purchase of vehicles via Fleet Services

During the preparation of the budget for FY25 options for funding the needed 38 vehicles assets, shop equipment, and other capital equipment needs were discussed. Enterprise leasing for fleet vehicles was considered. Enterprise did a presentation for the committee as well as prepared a leasing estimate for those vehicles. The cost of that lease was \$687,000 per year, with an option to trade in for the asset value or pay off the balance at the end of the leasing period. (approx. 20% of initial cost) This \$687,000 was included as a capital item in the FY25 budget, however the funding source was listed as the GO Bond. The GO Bond also included \$3,000,000 million for Equipment/Vehicles.

After discussion amongst staff, funding via the GO Bond was determined to be a poor decision due to the nature of quickly depreciating capital assets being funded within the 30-year debt service of a GO Bond. This is not a favorable financial decision. Further, after intense study of the cost and conditions of the lease contract, this practice was determined to be less favorable than the outright purchase of the assets needed as the end cost exceeds the initial purchase by more than \$800,000 dollars, offered less flexibility of asset management, and included other hidden or unknown future expenses.

Option 1

Authorize the use of \$3,200,000 million dollars from general Fund – fund balance for the purchase of the 36 vehicles needed.

Option 2

Authorize the use of \$2,777,205 from General Fund -Fund Balance for the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

Option 3

Authorize the use of \$1,844,119 from General Fund-Fund Balance and approve the transfer of funds (\$933,086) from the Facilities Management Capital Equipment line item to Fleet services for the purchase of the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

The transfer of funds to accommodate the vehicle purchases will require the Public Works Department to defer equipment purchases until the next budget year and rent equipment as needed.

**BEAUFORT COUNTY FLEET MANAGEMENT**

120 Shanklin Road
Beaufort, South Carolina 29906
(843) 255-6415
www.beaufortcountysc.gov

Staff Recommendation

Staff's recommendation is option 1. This is the least expensive overtime and offers the greatest flexibility to manage assets. Beaufort County Fleet Service Maintenance is now a department of Beaufort County and as such it is probable that proper preventative maintenance will increase the longevity of the county's rolling stock assets.

Any leasing option would require an annual budget for leasing expenses. The impacts of leasing are higher long-term costs and additional fees at the end of the contract period, and less flexibility of purchase and sale of assets.



BEAUFORT COUNTY FLEET MANAGEMENT

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Item 22.

Option 1

Authorize the use of \$3,300,000 million dollars from general Fund – fund balance for the purchase of the 36 vehicles needed.

Priority	Request Title	Department	FY2025 Vehicle	Asset Replacing/Adding
1	Ambulance	EMS	\$383,859.00	40303 Ambulance 2016 Ram 4500 232,933 mi
2	Quick Response Unit	EMS	\$63,000.00	23157 Pickup Truck · 2007 Ford F-150 · 89,974 mi
3	Midsized Truck	Passive Parks	\$28,227.00	Add- New Employee was Hired
4	Class 7/8 Dump Truck	Public Works R/D	\$208,000.00	22814 2004 Freightliner FL112 260,956 mi
5	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22907 Truck 2004 Ford F-150 Heritage 127,736 mi
6	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23492 2011 Ford F-250 Super Duty 198,297 mi
7	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23133 2007 F-150 169,406 mi
8	Mid-Size SUV-Explorer	IT-Broadcast Services	\$48,000.00	2 Broadcast Vans pending auction.
9	Ambulance	EMS	\$385,859.00	38294 Ambulance 2012 Ram 4500 105,494 mi
10	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22906 Truck 2004 Ford F-150 Heritage 88,451 mi
11	Compact SUV	IT	\$35,000.00	23360 2009 Explorer 123,199 mi
12	Compact SUV	Library	\$35,000.00	23351 Van · 2009 Dodge Grand Caravan · 90,158 mi
13	Compact SUV	IT	\$35,000.00	23336 2008 Escape 188,634
14	Cargo Van	Library	\$55,000.00	41744 Van · 2018 Ford Transit Connect 82,459mi
15	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23310 2008 Ford F-250 Super Duty 167,697 mi
16	Compact SUV	DSN	\$35,000.00	23204 2007 Chevrolet Impala 162,888 mi
17	Compact SUV	DSN	\$35,000.00	23459 2010 Avenger 135,467 mi
18	Passenger Van	DSN	\$60,000.00	22997 2006 Stratus 106,385mi
19	Passenger Van	DSN	\$60,000.00	Lakes Crossing CTHLL staff
20	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23156 Truck 2007 Ford F-150 153,896 mi
21	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23262 Truck 2008 Ford F-150 181,003 mi
22	Compact SUV	IT	\$35,000.00	23248 Suburban 94,433
23	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	21298 Truck 2002 Ford F-150 83,939 mi
24	Compact SUV	Planning & Development	\$35,000.00	23187- Car - 2007 Ford Focus-152,224 mi
25	SUV/ Cargo Van	Records Management	\$55,000.00	40706 1- Cargo Van 2017 Ford Transit 190,273 mi
26	Cargo Van low Roof	Animal Control	\$75,000.00	23249 Miles 189,561
27	Passenger Van	DSN	\$60,000.00	New fleet addition
28	F350 Transit Van	DSN	\$101,600.00	40686 Van 2017 E-Series – 91,974 mi
29	F350 Transit Van	DSN	\$101,600	40676 Van · 2016 Ford E-Series · 98,843 mi
30	SUV/Minivan w/ wheelchair ramp ADA	DSN	\$ 80,000.00	38418 2015 Dodge Grand Caravan 135,806 mi
31	15 Passenger Van ADA	Parks and Rec	\$105,000.00	22916 22 Bus · 2004 Chevrolet Express · 64,298 mi
32	15 Passenger Van ADA	Parks and Rec	\$105,000.00	22918 Van · 2004 Chevrolet Express 114,522 m
33	12 Passenger Van	Parks and Rec	\$ 60,000.00	38282 Van · 2012 Chevrolet Express · 137,497 mi
34	12 Passenger Van Prisoner Transport	Detention Center	\$ 130,000.00	23566- Van- 2011 Ford E-Series- 146,620 mi
35	Bucket Truck	Traffic Operations	\$202,000.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)
36	Bucket Truck	Facilities Management	\$ 202,800.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)



BEAUFORT COUNTY FLEET MANAGEMENT

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Total		\$3,299,845.00	
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Option 2

Authorize the use of \$2,800,000 from General Fund -Fund Balance for the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

FY2025 ENTERPRISE LEASING, VEHICLE AND EQUIPMENT REQUEST

Enterprise Leasing:

A revised quote for Enterprise Leasing of 9 selected vehicles has been received, estimating the first-year cost at \$498,735. This figure includes a 50% down payment for aftermarket upfitting, with a consistent annual lease payment of \$185,931 scheduled over the next four years.

Proposed Vehicles to lease

Request Title	Department	Cost to Purchase	Asset Replacing/Adding
F350 Transit Van	DSN	\$ 101,600.00	40686 Van · 2017 Ford E-Series · 91,974 mi
F350 Transit Van	DSN	\$ 101,600.00	40676 Van · 2016 Ford E-Series · 98,843 mi
SUV/Minivan w/ wheelchair ramp ADA	DSN	\$ 80,000.00	38418 2015 Dodge Grand Caravan 135,806 mi
15 Passenger Van	Parks and Rec	\$105,000.00	22916 22 Bus · 2004 Chevrolet Express · 64,298 mi
15 Passenger Van	Parks and Rec	\$ 105,000.00	22918 Van · 2004 Chevrolet Express 114,522 m
12 Passenger Van	Parks and Rec	\$ 60,000.00	38282 Van · 2012 Chevrolet Express · 137,497 mi
12 Passenger Van Prisoner Transport	Detention Center	\$ 130,000.00	23566- Van- 2011 Ford E-Series- 146,620 mi
Bucket Truck	Traffic Operations	\$202,000.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)
Bucket Truck	Facilities Management	\$ 202,800.00	23428 Bucket Truck · 2010 Ford F-550 · 56,757 mi
Total if purchased		1,088,000.00	9 Vehicles: ADA/Specialty Vehicles



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Menu Pricing

Beaufort County

Vehicle Request	Department	Replacement Vehicle Year	Replacement Vehicle Make	Replacement Vehicle Model	Term (Months)	Monthly Cost	Annual Cost	Cost of Aftermarket	Down Payment (50% of Aftermarket)
Express Van ADA	DSN	2023	Chevy	Express Allstar/Starcraft 12x2x1 (ESTIMATE) Wheel Chair Bus	60	\$1,668	\$20,018	\$77,824	\$38,912
Express Van ADA	DSN	2023	Chevy	Express Allstar/Starcraft 12x2x1 (ESTIMATE) Wheel Chair Bus	60	\$1,668	\$20,018	\$77,824	\$38,912
Minivan w/ wheelchair ramp ADA	DSN	2024	Toyota	Sienna LE 8 Passenger 4dr 1 W/C (Rear) 2 Passenger	60	\$1,120	\$13,440	\$23,412	\$11,706
Bucket Truck	Facilities Maintenance	2024	Ford	F-550 Regular Cab 169 wb. 4x4 - Bucket Upfit Custom Truck One Source	60	\$2,558	\$30,696	\$105,000	\$52,500
15 Passenger Van/Bus	Parks and Recreation	2023	Chevy	Express Cutaway with Thomas Body 14 Passenger + Driver (ESTIMATE)	60	\$1,426	\$17,112	\$60,677	\$30,338
15 Passenger Van/Bus	Parks and Recreation	2023	Chevy	Express Cutaway with Thomas Body 14 Passenger + Driver (ESTIMATE)	60	\$1,426	\$17,112	\$60,677	\$30,338
15 Passenger Van/Bus	Parks and Recreation	2023	Chevy	Express Cutaway with Thomas Body 14 Passenger + Driver (ESTIMATE)	60	\$1,426	\$17,112	\$60,677	\$30,338
12 Passenger Prison Transport Van	Detention Center	2024	Ford	Transit 350 Cargo High Roof 148 in. Havis Prisoner Transport Insert (12 Prisoners, Rear A/C, Light Package, Etc.)	60	\$1,644	\$19,728	\$54,520	\$27,260
Bucket Truck	Traffic Operations	2024	Ford	F-550 Regular Cab 169 wb. 4x4 - Bucket Upfit Custom Truck One Source	60	\$2,558	\$30,696	\$105,000	\$52,500
Total:							\$185,931	\$625,611	\$312,804

Lease Rates are Estimates Based on Requested Quotes from Beaufort County
All Vehicles are Paid to a \$0 Residual at Term (60 Months)
Standard Policy for Aftermarket Equipment:
50% of AME Cost as Down Payment over \$10,000
25% of AME Cost as Down Payment over \$5,000



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\$185,931	Total Annual Lease Cost
\$312,804	Total Down Payment 50% of Aftermarket (Year 1)
\$498,735	Total Annual Payment Year 1 (annual lease cost & down payment)
\$185,931	Total Annual Payment Year 2-5



BEAUFORT COUNTY FLEET MANAGEMENT

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Option 3

Authorize the use of \$1,844,119 from General Fund-Fund Balance and approve the transfer of funds (\$933,086) from the Facilities Management Capital Equipment line item to Fleet services for the purchase of the lease nine (9) specialized vehicles at a cost of \$498,735 for the first year and 4 additional lease years of \$185,931 with the option to purchase at the end of the lease, and \$2,278,470 for the purchase of the 27 pending vehicle requests.

The transfer of funds to accommodate the vehicle purchases will require the Public Works Department to defer equipment purchases until the next budget year and rent equipment as needed.

Equipment Requests:

The request for equipment, specifically for Fleet Management and Public Works Heavy Equipment, totals \$1,333,000. Urgently required vehicles and equipment have been purchased from this account leaving an available balance of \$933,086. Use of these funds would defer purchase of the equipment listed below until FY 26 budget year, and require rental of this equipment as needed.

Priority	Request Title	Department	Cost	Add/Replace Asset
1	16 K 2 Post Lift	Fleet Management	\$ 30,000.00	RPLC
2	30,000 lb. HD four post alignment lift.	Fleet Management	\$ 65,000.00	RPLC
3	420 Backhoe	Public Works R/D	\$ 127,000.00	16772 1996 JCB Backhoe
4	Bush Hog w/Boom mower	Public Works R/D	\$ 230,000.00	20207 2001 John Deere 7,610hr
5	Bush Hog w/Boom mower	Public Works R/D	\$ 230,000.00	21060 2002 John Deere 6,936
6	120 grader RPLC	Public Works R/D	\$ 259,000.00	18911 John Deere grader 7,699hr
7	120 grader RPLC	Public Works R/D	\$ 259,000.00	20300 2001 John Deere grader 9,072 hr.
8	V3300 DIAGNOSTIC WHEEL ALIGNMENT	Fleet Management	\$ 38,000.00	Add
9	Beam EV ARC	Fleet Management	\$ 95,000.00	Add
Total			\$ 1,333,000.00	9 Equipment Request

Enterprise leasing

Request Title	Department	Cost to Purchase	Asset Replacing/Adding
F350 Transit Van	DSN	\$ 101,600.00	40686 Van · 2017 Ford E-Series · 91,974 mi
F350 Transit Van	DSN	\$ 101,600.00	40676 Van · 2016 Ford E-Series · 98,843 mi
SUV/Minivan w/ wheelchair ramp ADA	DSN	\$ 80,000.00	38418 2015 Dodge Grand Caravan 135,806 mi
15 Passenger Van	Parks and Rec	\$105,000.00	22916 22 Bus · 2004 Chevrolet Express · 64,298 mi
15 Passenger Van	Parks and Rec	\$ 105,000.00	22918 Van · 2004 Chevrolet Express 114,522 m
12 Passenger Van	Parks and Rec	\$ 60,000.00	38282 Van · 2012 Chevrolet Express · 137,497 mi
12 Passenger Van Prisoner Transport	Detention Center	\$ 130,000.00	23566- Van- 2011 Ford E-Series- 146,620 mi
Bucket Truck	Traffic Operations	\$202,000.00	23266 2008 Ford 550 Bucket Truck 129,362 mi (Bucket is not replaceable)
Bucket Truck	Facilities Management	\$ 202,800.00	23428 Bucket Truck · 2010 Ford F-550 · 56,757 mi
Total if purchased		1,088,000.00	9 Vehicles: ADA/Specialty Vehicles



BEAUFORT COUNTY FLEET MANAGEMENT

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Vehicle Requests

Priority	Request Title	Department	FY2025 Vehicle	Asset Replacing/Adding
1	Ambulance	EMS	\$383,859.00	40303 Ambulance 2016 Ram 4500 232,933 mi
2	Quick Response Unit	EMS	\$63,000.00	23157 Pickup Truck · 2007 Ford F-150 · 89,974 mi
3	Midsized Truck	Passive Parks	\$28,227.00	Add- New Employee was Hired
4	Class 7/8 Dump Truck	Public Works R/D	\$208,000.00	22814 2004 Freightliner FL112 260,956 mi
5	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22907 Truck 2004 Ford F-150 Heritage 127,736 mi
6	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23492 2011 Ford F-250 Super Duty 198,297 mi
7	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23133 2007 F-150 169,406 mi
8	Mid-Size SUV-Explorer	IT-Broadcast Services	\$48,000.00	2 Broadcast Vans pending auction.
9	Ambulance	EMS	\$385,859.00	38294 Ambulance 2012 Ram 4500 105,494 mi
10	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	22906 Truck 2004 Ford F-150 Heritage 88,451 mi
11	Compact SUV	IT	\$35,000.00	23360 2009 Explorer 123,199 mi
12	Compact SUV	Library	\$35,000.00	23351 Van · 2009 Dodge Grand Caravan · 90,158 mi
13	Compact SUV	IT	\$35,000.00	23336 2008 Escape 188,634
14	Cargo Van	Library	\$55,000.00	41744 Van · 2018 Ford Transit Connect 82,459mi
15	3/4 Ton Utility Truck	Public Works R/D	\$62,000.00	23310 2008 Ford F-250 Super Duty 167,697 mi
16	Compact SUV	DSN	\$35,000.00	23204 2007 Chevrolet Impala 162,888 mi
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18	Passenger Van	DSN	\$60,000.00	22997 2006 Stratus 106,385mi
19	Passenger Van	DSN	\$60,000.00	Lakes Crossing CTHLL staff
20	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23156 Truck 2007 Ford F-150 153,896 mi
21	3/4 Ton Utility Truck	Facilities Management	\$62,000.00	23262 Truck 2008 Ford F-150 181,003 mi
22	Compact SUV	IT	\$35,000.00	23248 Suburban 94,433
23	1/2 ton or Midsized Truck	Mosquito Control	\$58,300.00	21298 Truck 2002 Ford F-150 83,939 mi
24	Compact SUV	Planning & Development	\$35,000.00	23187- Car - 2007 Ford Focus-152,224 mi
25	SUV/ Cargo Van	Records Management	\$55,000.00	40706 1- Cargo Van 2017 Ford Transit 190,273 mi
26	Cargo Van low Roof	Animal Control	\$75,000.00	23249 Miles 189,561
27	Passenger Van	DSN	\$60,000.00	Add
	Total		\$ 2,211,845.00	27 Vehicle Requests



October 2024

Beaufort County Council
100 Ribaut Road
Beaufort SC 29906

Beaufort Executive Airport (ARW) Hangar Development Funding Options

Request

Authorize the use of \$4,303,000 million dollars from General Fund balance to complete a hangar expansion project at Beaufort Executive airport and waive the existing loan debt to the general fund of \$712,750.52.

Background

Beaufort County is the residence of record for 195 taxable private aircraft, many of which are stored and operated from Beaufort Executive Airport (ARW). Property taxes on these aircraft generate more than \$1 million dollars in taxable revenue which is deposited in Beaufort County's general fund. In the past 10 years, Beaufort County has not invested tax dollars in the maintenance or capital improvement of Beaufort Executive Airport.

The airport operates as an Enterprise, or as a business of the county. The airport enterprise generates revenue from fuel sales, hangar rental, and tie downs, then reinvests that very small margin of revenue into the facility for maintenance and capital improvements or to pay debt service.

Beaufort Executive Airport has been at 100% hangar capacity for at least ten years. The airport designed a hangar development project to partially relieve the pressure of the 68-person waiting list. Currently, aircraft owners are forced to choose other airports outside of Beaufort County to house their aircraft which is a loss of fuel revenue for ARW and a loss of personal property tax revenue for Beaufort County. It also adds tremendous inconvenience to tax-paying county residents when they are forced to drive to another county to access their aircraft.

Project Scope

Following this narrative is a site plan showing the proposed hangars located immediately adjacent to the existing hangars.

- Hangar 500A consists of a 50'x 50' Box addition on the current 500 series T Hangar section
- Hangar 400 consists of 1 row of 12 nested T hangars
- Hangar 300 consists of 1 row of 8 Standard T hangars
- Hangar 200 consists of 1, 120' x 60' Box hangar

Funding options and available funds

The total estimated cost to complete both sitework and construction is \$7.1 million.¹ Current available funds for the hangar project include \$1.4 million in ARPA funds and \$1.4 million (pending grant award) in South Carolina Aeronautics Commission (SCAC) funds. The additional funds needed for the project are \$4.3 million.

Cost Estimate	
Site work cost	\$ 2,325,000
Structure cost	<u>4,766,000</u>
Total Estimated Cost	7,091,000
Current available funds	
ARPA	\$ 1,400,000
SCAC	<u>1,388,000</u>
Total current available funds	<u>2,788,000</u>
Additional funds needed	<u>\$ 4,303,000</u>

¹ This estimate includes a 10 percent contingency for potential overages.

Following are three funding options:

Option 1 - Approval of the request for \$4,303,000 dollars from General Fund Balance and waive the existing \$712,750.52 loan from the General Fund.

This is the most favorable option for staff. Capital investment in Beaufort Executive airport will encourage growth and allow the airport to reinvest a higher margin of revenue into future maintenance and capital projects as well as complete deferred runway safety projects. This investment will generate more interest and increased capacity resulting in an increase of high value taxable aircraft homebased in Beaufort County.

Predicted Return on Investment

		Monthly	Annually
T Hangar (20 units)	\$ 600	\$ 12,000	\$ 144,000
Small Box Hangar (monthly)	2,200	2,200	26,400
Large Box Hangar (Nightly 15 days)	200	3,000	36,000
Large Box Hangar (Monthly)	500	1,000	12,000
		ARW Annual Hangar Revenue	\$ 218,400
		ARW Annual Debt Service	\$ -
		ARW Annual ROI	\$ 218,400

Unfunded Capital Projects:

- Design and construction of additional section of parallel taxiway (airfield safety)
- Rehabilitation of existing aircraft parking aprons (airfield maintenance and FAA sponsor assurance)
- Design and construction of an additional aircraft parking apron (airfield safety)
- Fuel Farm maintenance and accessory upgrades (safety and maintenance)
- Aircraft Hangar Roof Repairs – repair leaks on existing hangar roofs (facility maintenance)
- Aircraft Hangar Door Repairs – repair/replace aging door motors and cables (safety and facility maintenance)
- Planning, design, and construction of additional hangars to meet market demand

Waiver of past debt \$712,750.52

Beaufort County has an unstructured loan to the Beaufort Executive Airport with a balance of \$712,750.52. An unstructured loan meaning no schedule of payment or interest paid. The initial loan balance is unknown, and the initial loan purpose is unknown. The debt is carried in General Fund Account 5100-90-0000-20115 as a payable to the general fund. This unstructured loan is an annual finding in the Beaufort County Finance Audit.

In 2002 there was a runway safety project at the airport funded by a grant from the Army Corps of Engineers (USACE). The Beaufort Executive match was \$473k. The taxiway safety project was completed but the matching funds were not paid until 2016-2017, when ARW was again working with USACE on another safety project. The active project would not advance until the balance owed was paid. As ARW did not have the cash flow, a loan from fund balance covered the expense. It is also believed that in addition to covering this old debt, a hangar project was also partially funded between 2002-2013, but no documentation could be produced. Since 2013 ARW has paid towards the debt, however with a very small profit margin of the airport, some years less than \$100,000, Beaufort Executive will carry this debt for many more years. For the fiscal year 2024 ARW paid \$10k towards this debt.

Option 2 – Structured loan from General Fund balance to ARW for \$4,303,000 dollars.

This option consists of a loan from the Beaufort County General Fund Balance. The loan would cover the full remaining cost (\$4.3 million) to complete all sitework and building construction.

Option 2 allows the airport to own the hangars and enjoy the revenues, minus the associated debt service. A loan offer from Beaufort County could provide an extremely competitive interest rate, can be paid in full early and would contain favorable terms. The following table shows the revenue associated with the new hangars less the associated debt service. The annual debt service is based on financing \$4.3 million at a 2.5 percent interest rate for a 30-year term (See Appendix 1 for the associated debt service schedule).

Option 2 (County Loan-ARW Pay)			
		Monthly Hangar Rents	Annually
T Hangar (20 units)	\$ 600	\$ 12,000	\$ 144,000
Small Box Hangar (monthly)	2,200	2,200	26,400
Large Box Hangar (nightly 15 days)	200	3,000	36,000
Large Box Hangar (monthly)	500	1,000	<u>12,000</u>
ARW Annual Hangar Revenue			\$ 218,400
ARW Annual Debt Service			<u>204,025</u>
ARW Annual Return on Investment (ROI)			<u>\$ 14,375</u>

As shown in the previous table, the associated annual hangar revenue is \$218,400 while the estimated annual debt service is \$204,025 resulting in annual revenue of \$14,375 before associated maintenance expenses. The net present value (NPV) of the project to ARW utilizing a 3.95% discount rate over a 30-year period is estimated at \$1.54 million (See Appendix 2)¹

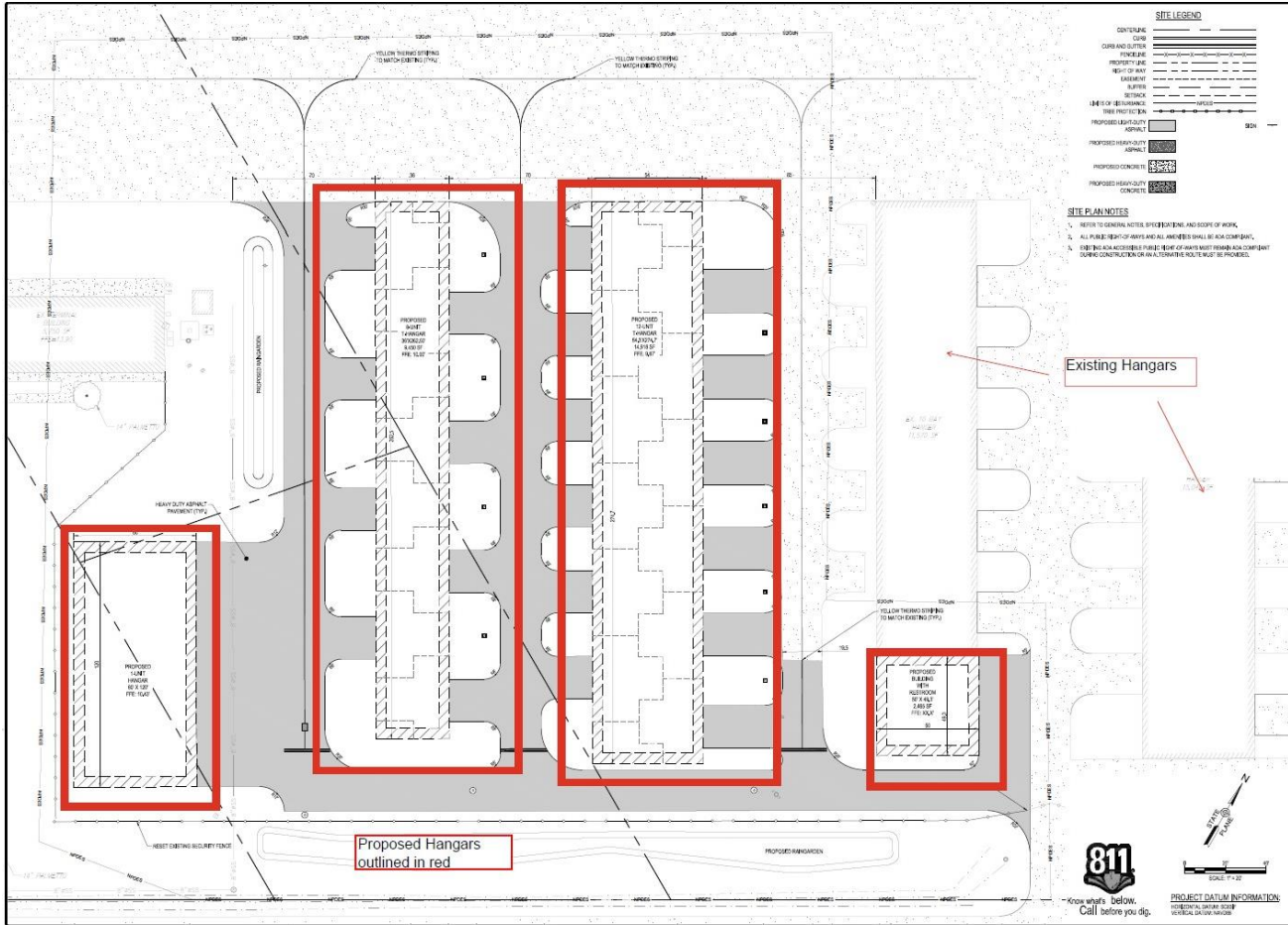
¹ As of September 10, 2024, the US Discount Rate is at 5.50%. This is higher than the long-term average of 2.18%. For the purposes of this analysis, we have applied a U.S 30-year treasury yield for the discount rate given the life of the assets involved and the low risk associated with the project. The 30-year period is based on the estimated life of the hangars.

Option 3—General Obligation (GO) Bond – Hangar Project costs plus existing airport debt to County

This option involves Beaufort County initiating a GO bond for the \$4,303,000 hangar funding plus the current debt owed by ARW to the County which now stands at \$712,751. The total financing would be \$5,015,751 and the County would be responsible for paying the debt service associated with the GO bond. The following table summarizes the Option B scenario. ARW would receive the full annual hangar revenue of \$218,400 before maintenance expenses. The County would pay approximately \$237,819 in annual debt service based on financing \$5.0 million at a 2.5 percent interest rate for a 30-year term (See Appendix 3 for the associated debt service).

Option 3 (Hangar Project costs plus existing airport debt County)			
		Monthly Hangar Rents	Annually
T Hangar (20 units)	\$ 600	\$ 12,000	\$ 144,000
Small Box Hangar (monthly)	2,200	2,200	26,400
Large Box Hangar (Nightly 15 days)	200	3,000	36,000
Large Box Hangar (Monthly)	500	1,000	12,000
ARW Annual Hangar Revenue			\$ 218,400
ARW Annual Debt Service			\$ -
ARW Annual ROI			\$ 218,400
Total being financed for ARW hangars			\$ 4,303,000
Total being financed to repay old debt			712,751
Aggregate total being financed by the County			\$ 5,015,751
Annual Debt Service being paid by the County			\$ 237,819

As shown in the above table, the associated annual hangar revenue is \$218,400 prior to hangar associated maintenance expenses and allows ARW to recoup all the hangar revenue. The net present value of the project to ARW utilizing a 3.95% discount rate over a 30-year period is estimated at \$5.16 million (See Appendix 4).



APPENDIX 1 – Option 2 - County Loan to ARW

Annual Amortization Table

Year	Opening Balance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	Closing Balance	% Capital Outstanding
1	4,303,000.00	204,024.63	17,002.05	106,462.14	97,562.49	4,205,437.51	97.7%
2	4,205,437.51	204,024.63	17,002.05	103,994.93	100,029.69	4,105,407.82	95.4%
3	4,105,407.82	204,024.63	17,002.05	101,465.34	102,559.29	4,002,848.52	93.0%
4	4,002,848.52	204,024.63	17,002.05	98,871.77	105,152.86	3,897,695.67	90.6%
5	3,897,695.67	204,024.63	17,002.05	96,212.62	107,812.01	3,789,883.65	88.1%
6	3,789,883.65	204,024.63	17,002.05	93,486.22	110,538.41	3,679,345.24	85.5%
7	3,679,345.24	204,024.63	17,002.05	90,690.87	113,333.76	3,566,011.49	82.9%
8	3,566,011.49	204,024.63	17,002.05	87,824.83	116,199.79	3,449,811.69	80.2%
9	3,449,811.69	204,024.63	17,002.05	84,886.32	119,138.31	3,330,673.39	77.4%
10	3,330,673.39	204,024.63	17,002.05	81,873.50	122,151.13	3,208,522.26	74.6%
11	3,208,522.26	204,024.63	17,002.05	78,784.48	125,240.14	3,083,282.12	71.7%
12	3,083,282.12	204,024.63	17,002.05	75,617.35	128,407.27	2,954,874.84	68.7%
13	2,954,874.84	204,024.63	17,002.05	72,370.13	131,654.50	2,823,220.35	65.6%
14	2,823,220.35	204,024.63	17,002.05	69,040.79	134,983.83	2,688,236.51	62.5%
15	2,688,236.51	204,024.63	17,002.05	65,627.26	138,397.37	2,549,839.15	59.3%
16	2,549,839.15	204,024.63	17,002.05	62,127.40	141,897.22	2,407,941.92	56.0%
17	2,407,941.92	204,024.63	17,002.05	58,539.04	145,485.58	2,262,456.34	52.6%
18	2,262,456.34	204,024.63	17,002.05	54,859.94	149,164.69	2,113,291.65	49.1%
19	2,113,291.65	204,024.63	17,002.05	51,087.79	152,936.84	1,960,354.81	45.6%
20	1,960,354.81	204,024.63	17,002.05	47,220.26	156,804.37	1,803,550.44	41.9%
21	1,803,550.44	204,024.63	17,002.05	43,254.91	160,769.71	1,642,780.73	38.2%
22	1,642,780.73	204,024.63	17,002.05	39,189.30	164,835.33	1,477,945.40	34.3%
23	1,477,945.40	204,024.63	17,002.05	35,020.87	169,003.76	1,308,941.64	30.4%
24	1,308,941.64	204,024.63	17,002.05	30,747.02	173,277.61	1,135,664.03	26.4%
25	1,135,664.03	204,024.63	17,002.05	26,365.10	177,659.53	958,004.50	22.3%
26	958,004.50	204,024.63	17,002.05	21,872.36	182,152.26	775,852.23	18.0%
27	775,852.23	204,024.63	17,002.05	17,266.01	186,758.61	589,093.62	13.7%
28	589,093.62	204,024.63	17,002.05	12,543.18	191,481.45	397,612.17	9.2%
29	397,612.17	204,024.63	17,002.05	7,700.91	196,323.72	201,288.45	4.7%
30	201,288.45	204,024.63	17,002.05	2,736.18	201,288.45	-	0.0%

APPENDIX 2 – Net Present Value of Investment Option 2 (County Loan to ARW)

Option A (County Loan-ARW Pay)					
Year	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ 204,025	\$ -	\$ 14,375	\$ 14,100
2	218,400	204,025	-	14,375	13,564
3	229,320	204,025	-	25,295	22,960
4	229,320	204,025	-	25,295	22,088
5	240,786	204,025	-	36,761	30,880
6	240,786	204,025	2,500	34,261	27,687
7	252,825	204,025	2,538	46,263	35,965
8	252,825	204,025	2,576	46,225	34,570
9	265,467	204,025	2,614	58,828	42,323
10	265,467	204,025	2,653	58,789	40,687
11	278,740	204,025	2,693	72,022	47,952
12	278,740	204,025	2,734	71,982	46,104
13	292,677	204,025	2,775	85,878	52,914
14	292,677	204,025	2,816	85,836	50,879
15	307,311	204,025	2,858	100,428	57,266
16	307,311	204,025	2,901	100,385	55,067
17	322,676	204,025	2,945	115,707	61,060
18	322,676	204,025	2,989	115,663	58,717
19	338,810	204,025	3,034	131,752	64,343
20	338,810	204,025	3,079	131,706	61,877
21	355,751	204,025	3,126	148,600	67,161
22	355,751	204,025	3,172	148,553	64,589
23	373,538	204,025	3,220	166,293	69,554
24	373,538	204,025	3,268	166,245	66,892
25	392,215	204,025	3,317	184,873	71,561
26	392,215	204,025	3,367	184,823	68,823
27	411,826	204,025	3,418	204,384	73,214
28	411,826	204,025	3,469	204,332	70,415
29	432,417	204,025	3,521	224,871	74,548
30	432,417	204,025	3,574	224,819	71,698
Total Net Present Value of the Hangar Project = Option 2					\$ 1,539,457

* Net Present Value (NPV) is the value of all future cash flows (positive and negative) over the entire life of an investment discounted to the present. NPV analysis is a form of intrinsic valuation and is used extensively across finance and accounting for determining the value of a business, investment security, capital project, new venture, cost reduction program, and anything that involves cash flow. To calculate NPV, the timing and amount of future cash flows is estimated, and a discount rate is chosen that is equivalent to the minimum acceptable rate of return.

APPENDIX 3 – Hangar Project costs plus existing airport debt to County – Option 3

Annual Amortization Table

Years	Opening Balance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	Closing Balance	% Capital Outstanding
1	5,015,751.00	237,819.37	19,818.28	106,462.14	97,562.49	4,918,188.51	98.1%
2	4,918,188.51	237,819.37	19,818.28	103,994.93	100,029.69	4,818,158.82	96.1%
3	4,818,158.82	237,819.37	19,818.28	101,465.34	102,559.29	4,715,599.52	94.0%
4	4,715,599.52	237,819.37	19,818.28	98,871.77	105,152.86	4,610,446.67	91.9%
5	4,610,446.67	237,819.37	19,818.28	96,212.62	107,812.01	4,502,634.65	89.8%
6	4,502,634.65	237,819.37	19,818.28	93,486.22	110,538.41	4,392,096.24	87.6%
7	4,392,096.24	237,819.37	19,818.28	90,690.87	113,333.76	4,278,762.49	85.3%
8	4,278,762.49	237,819.37	19,818.28	87,824.83	116,199.79	4,162,562.69	83.0%
9	4,162,562.69	237,819.37	19,818.28	84,886.32	119,138.31	4,043,424.39	80.6%
10	4,043,424.39	237,819.37	19,818.28	81,873.50	122,151.13	3,921,273.26	78.2%
11	3,921,273.26	237,819.37	19,818.28	78,784.48	125,240.14	3,796,033.12	75.7%
12	3,796,033.12	237,819.37	19,818.28	75,617.35	128,407.27	3,667,625.84	73.1%
13	3,667,625.84	237,819.37	19,818.28	72,370.13	131,654.50	3,535,971.35	70.5%
14	3,535,971.35	237,819.37	19,818.28	69,040.79	134,983.83	3,400,987.51	67.8%
15	3,400,987.51	237,819.37	19,818.28	65,627.26	138,397.37	3,262,590.15	65.0%
16	3,262,590.15	237,819.37	19,818.28	62,127.40	141,897.22	3,120,692.92	62.2%
17	3,120,692.92	237,819.37	19,818.28	58,539.04	145,485.58	2,975,207.34	59.3%
18	2,975,207.34	237,819.37	19,818.28	54,859.94	149,164.69	2,826,042.65	56.3%
19	2,826,042.65	237,819.37	19,818.28	51,087.79	152,936.84	2,673,105.81	53.3%
20	2,673,105.81	237,819.37	19,818.28	47,220.26	156,804.37	2,516,301.44	50.2%
21	2,516,301.44	237,819.37	19,818.28	43,254.91	160,769.71	2,355,531.73	47.0%
22	2,355,531.73	237,819.37	19,818.28	39,189.30	164,835.33	2,190,696.40	43.7%
23	2,190,696.40	237,819.37	19,818.28	35,020.87	169,003.76	2,021,692.64	40.3%
24	2,021,692.64	237,819.37	19,818.28	30,747.02	173,277.61	1,848,415.03	36.9%
25	1,848,415.03	237,819.37	19,818.28	26,365.10	177,659.53	1,670,755.50	33.3%
26	1,670,755.50	237,819.37	19,818.28	21,872.36	182,152.26	1,488,603.23	29.7%
27	1,488,603.23	237,819.37	19,818.28	17,266.01	186,758.61	1,301,844.62	26.0%
28	1,301,844.62	237,819.37	19,818.28	12,543.18	191,481.45	1,110,363.17	22.1%
29	1,110,363.17	237,819.37	19,818.28	7,700.91	196,323.72	914,039.45	18.2%
30	914,039.45	237,819.37	19,818.28	2,736.18	201,288.45	712,751.00	14.2%

APPENDIX 4 – Net Present Value of Investment Option 3 - Hangar Project costs plus existing airport debt to County and Net Present Value of Option 1 – PREFERRED OPTION County Development Grant

Option 3 - Hangar Project costs plus existing airport debt to County or 1 -PREFERRED OPTION County Development Grant					
	ARW Revenue	Debt Service	Hangar Maint. Expense	Net Cash Flow	Net Present Value
1	\$ 218,400	\$ -	\$ -	\$ 218,400	\$ 214,210
2	218,400	-	-	218,400	206,071
3	229,320	-	-	229,320	208,152
4	229,320	-	-	229,320	200,242
5	240,786	-	-	240,786	202,265
6	240,786	-	2,500	238,286	192,559
7	252,825	-	2,538	250,288	194,572
8	252,825	-	2,576	250,250	187,150
9	265,467	-	2,614	262,852	189,105
10	265,467	-	2,653	262,813	181,892
11	278,740	-	2,693	276,047	183,791
12	278,740	-	2,734	276,006	176,782
13	292,677	-	2,775	289,902	178,626
14	292,677	-	2,816	289,861	171,814
15	307,311	-	2,858	304,452	173,606
16	307,311	-	2,901	304,409	166,985
17	322,676	-	2,945	319,731	168,726
18	322,676	-	2,989	319,687	162,292
19	338,810	-	3,034	335,776	163,982
20	338,810	-	3,079	335,731	157,730
21	355,751	-	3,126	352,625	159,372
22	355,751	-	3,172	352,578	153,295
23	373,538	-	3,220	370,318	154,890
24	373,538	-	3,268	370,270	148,985
25	392,215	-	3,317	388,898	150,534
26	392,215	-	3,367	388,848	144,796
27	411,826	-	3,418	408,408	146,300
28	411,826	-	3,469	408,357	140,723
29	432,417	-	3,521	428,896	142,185
30	432,417	-	3,574	428,843	136,765
Total Net Present Value of the Hangar Project = Option 1 & 3					\$ 5,158,399

County Council of Beaufort County

2025 Meeting Schedule

January 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

01/01/25 (Wed)		New Year's Day - County Offices Closed	HOLIDAY
01/02/25 (Thu)	10:00AM	OATH OF OFFICE & SWEARING IN CEREMONY	COUNCIL
01/08/25 (Wed)	9:00AM	BUDGET WORKSHOP WITH COUNCIL	COUNCIL
01/13/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
01/13/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
01/20/25 (Mon)		Martin Luther King, Jr. Day - County Offices Closed	HOLIDAY
01/21/25 (Tue)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
01/27/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, ECONOMIC DEVELOPMENT	F,A & ED
01/27/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

February 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February

02/04/25 (Tue)	9:00AM	COUNTY COUNCIL RETREAT	COUNCIL
02/10/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
02/10/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
02/17/25 (Mon)		President's Day - County Offices Closed	HOLIDAY
02/18/25 (Tue)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
02/24/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
02/24/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

March 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March

03/10/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
03/10/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
03/17/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
03/24/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
03/24/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

April 2025

April

County Council of Beaufort County

2025 Meeting Schedule

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

04/18/25 (Fri)		Good Friday - County Offices Closed	HOLIDAY
04/14/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
04/14/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
04/21/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
04/28/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
04/28/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May			
05/05/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
05/05/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
05/12/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
05/19/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
05/19/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
05/26/25 (Mon)		Memorial Day - County Offices Closed	HOLIDAY

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June			
06/09/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
06/09/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
06/16/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
06/23/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
06/23/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

July 2025						
Su	M	Tu	W	Th	F	Sa

July			
07/04/25 (Fri)		Independence Day - County Offices Closed	HOLIDAY

County Council of Beaufort County

2025 Meeting Schedule

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

07/14/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
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August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

08/11/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
08/11/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
08/18/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
08/25/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September

09/01/25 (Mon)		Labor Day - County Offices Closed	HOLIDAY
09/08/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
09/08/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
09/15/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
09/22/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
09/22/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11

October

10/13/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
10/13/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
10/20/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S

County Council of Beaufort County

2025 Meeting Schedule

12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10/27/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	PF & S
10/27/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

November 2025						
Su	M	Tu	W	Th	F	Sa

November			
11/10/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU

County Council of Beaufort County

2025 Meeting Schedule

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

11/10/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
11/11/25 (Tue)		Veteran's Day	HOLIDAY
11/17/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
11/24/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
11/27/25 (Thu)		Thanksgiving Day - County Offices Closed	HOLIDAY
11/28/25 (Fri)		Heritage Day - County Offices Closed	HOLIDAY

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December

12/08/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL
12/24/25 (Wed)		Christmas Eve - County Offices Closed	HOLIDAY
12/25/25 (Thu)		Christmas Day - County Offices Closed	HOLIDAY

County Council of Beaufort County

2025 Meeting Schedule

January 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

01/01/25 (Wed)		New Year's Day - County Offices Closed	HOLIDAY
01/02/25 (Thu)	10:00AM	OATH OF OFFICE & SWEARING IN CEREMONY	COUNCIL
01/08/25 (Wed)	9:00AM	BUDGET WORKSHOP WITH COUNCIL	COUNCIL
01/13/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
01/13/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
01/20/25 (Mon)		Martin Luther King, Jr. Day - County Offices Closed	HOLIDAY
01/21/25 (Tue)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
01/27/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, ECONOMIC DEVELOPMENT	F,A & ED
01/27/25 (Mon)	6:00PM	COUNTY COUNCIL - Hilton Head	COUNCIL

February 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February

02/04/25 (Tue)	9:00AM	COUNTY COUNCIL RETREAT	COUNCIL
02/10/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
02/10/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
02/17/25 (Mon)		President's Day - County Offices Closed	HOLIDAY
02/18/25 (Tue)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
02/24/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
02/24/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

March 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March

03/10/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
03/10/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
03/17/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
03/24/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
03/24/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

April 2025

April

County Council of Beaufort County

2025 Meeting Schedule

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

04/18/25 (Fri)		Good Friday - County Offices Closed	HOLIDAY
04/14/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
04/14/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
04/21/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
04/28/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
04/28/25 (Mon)	6:00PM	COUNTY COUNCIL - Buckwalter	COUNCIL

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May			
05/05/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
05/05/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
05/12/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
05/19/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
05/19/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
05/26/25 (Mon)		Memorial Day - County Offices Closed	HOLIDAY

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June			
06/09/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
06/09/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
06/16/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
06/23/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
06/23/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19

July			
07/04/25 (Fri)		Independence Day - County Offices Closed	HOLIDAY
07/14/25 (Mon)	6:00PM	COUNTY COUNCIL - Hilton Head Library	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

08/11/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
08/11/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
08/18/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S

September 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September

09/01/25 (Mon)		Labor Day - County Offices Closed	HOLIDAY
09/08/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
09/08/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
09/15/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
09/22/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
09/22/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL

October 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October

10/13/25 (Mon)	4:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
10/13/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
10/20/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
10/27/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	PF & S
10/27/25 (Mon)	6:00PM	COUNTY COUNCIL - Buckwalter	COUNCIL

November 2025

November

County Council of Beaufort County

2025 Meeting Schedule

Su M Tu W Th F Sa

11/10/25 (Mon) 4:00PM COMMUNITY SERVICES AND LAND USE CS & LU

County Council of Beaufort County

2025 Meeting Schedule

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

11/10/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
11/11/25 (Tue)		Veteran's Day	HOLIDAY
11/17/25 (Mon)	4:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
11/24/25 (Mon)	4:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	F,A & ED
11/27/25 (Thu)		Thanksgiving Day - County Offices Closed	HOLIDAY
11/28/25 (Fri)		Heritage Day - County Offices Closed	HOLIDAY

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December

12/08/25 (Mon)	6:00PM	COUNTY COUNCIL	COUNCIL
12/24/25 (Wed)		Christmas Eve - County Offices Closed	HOLIDAY
12/25/25 (Thu)		Christmas Day - County Offices Closed	HOLIDAY



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 1.

ITEM TITLE:
Recommend Approval of a Resolution to accept grant funds from the South Carolina Department of Commerce in the amount of \$100,000 in support of Project MICRO.
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – October 28, 2024
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator <i>5 minutes</i>
ITEM BACKGROUND:
<p>This is a grant to an Economic Development Project, named Project MICRO.</p> <p><i>It is referred to the County by the Beaufort County Economic Development Staff</i></p>
PROJECT / ITEM NARRATIVE:
<p>The South Carolina Department of Commerce is granting \$100,000 to an economic development project for the use in making building improvements to their newly located operation in Northern Beaufort County.</p> <p>The County must be the recipient and sub-granting entity that agrees to monitor the Company's compliance and performance, and then disburses the grant as a reimbursement when proof of expenditure is obtained.</p> <p>There are multiple forms that the Development Corporation staff will assist in providing in order to assist the County in their oversight responsibility. The payment verification and compliance reports are the main components of their assistance.</p> <p>The County has done this multiple times in the past year to support Economic Development. This award is larger than previous awards.</p>
FISCAL IMPACT:
No Fiscal Impact
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the referral of this resolution to Council for approval in order to receive and disburse these grant funds after oversight has been undertaken and approved by the Department of Commerce.
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve/deny "Resolution to Accept, oversee, and sub-grant for Project MICRO"</p> <p>Move forward to County Council Meeting on November 12, 2024</p>

RESOLUTION NO. 2024 /

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT A GRANT IN THE AMOUNT OF \$100,000 FROM THE SC DEPARTMENT OF COMMERCE IN ORDER TO ASSIST TL&CO. BUSINESS SOLUTIONS, LLC, OTHERWISE KNOWN AS PROJECT MICRO , TO MAKE SITE AND BUILDING CONSTRUCTION AND BUILDING IMPROVEMENTS.

WHEREAS, The South Carolina Department of Commerce has awarded a total grant of \$100,000 to Project Micro for site and building construction and building improvements, and

WHEREAS, the County Administrator received authorization to sign and submit the application for this grant in a regularly scheduled Finance, Administration, and Economic Development Committee meeting on August 26, 2024 and

WHEREAS, the Project has invested in the upfit of the facility and the employees since purchasing the company.

WHEREAS, the investments included renovated offices, new lighting, increased wages and added health benefits for employees, and

WHEREAS, the \$100,000 grant is a reimbursement grant from the South Carolina Department of Commerce to the company for further site/building costs, and

WHEREAS, South Carolina Department of Commerce grants are structured as ‘flow through’ grants with the County. This requires the South Carolina Department of Commerce to send the funds to the County and the County to provide the grant to the company, and

NOW, THEREFORE, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept a grant from the South Carolina Department of Commerce in the amount of \$100,000 for Project Micro.

Adopted this 12th day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

RESOLUTION 2024/35**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT GRANT APPLICATION REGARDING PROJECT MICRO AND TO SUBMIT IT TO THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT**

WHEREAS, The South Carolina Coordinating Council for Economic Development has set forth a process by which applicants may apply for grants which support economic development projects;

WHEREAS, Beaufort County has an opportunity to apply for a grant in support an economic development project known as Project Micro; and

WHEREAS, this project reflects a commitment by a company to invest not less than \$7.1million dollars and to create not less than 35 new jobs in Beaufort County; and

WHEREAS, the company associated with the project will be renovating and expanding their facility in Beaufort County; and

WHEREAS, South Carolina Coordinating Council for Economic Development grant, if awarded, will be structured as a 'flow through' grant with the County providing the grant to the company upon receipt; and

WHEREAS, Beaufort County, in coordination with the Beaufort County Economic Development Corporation staff, will perform required monitoring and reporting to ensure compliance with any grant requirements.

NOW, THEREFORE, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents in order to make an application to the South Carolina Coordinating Council on Economic Development for a grant in support of Project Micro.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____


Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council

**SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT**

1201 Main Street, Suite 1600
Columbia, South Carolina 29201

GRANT AWARD AGREEMENT

GRANT # C-23-3913

In accordance with the provisions of Section 12-28-2910 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Beaufort County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Grant Project.
- (e) Council means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Effective Date means the date that the Application is approved by the Council.
- (g) Grant means the dollars committed by the Council to the Grantee for the Project.
- (h) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Council to be reimbursed with Grant funds.
- (i) Grantee means the unit of government designated for the Grant and set forth above.
- (j) Project means the project identified and described in the Application.

- (k) State means the State of South Carolina and any agencies or offices thereof.

Section 2: GRANT PROJECT DESCRIPTION: Funds will be used for building construction and building improvements to assist TL+CO Business Solutions, LLC (Project Micro). The Grant Project has been approved by the Council and is included by reference as Economic Development Set-Aside Grant #C-23-3913 - building construction and building improvement.

Section 3: AWARD AMOUNT: The Council hereby commits an amount not to exceed \$100,000, to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Council.

3.1: Approval of Third-Party Contracts: The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Council when it submits a reimbursement request relating to a payment to that Contractor.

3.2: Notice to Proceed: The Grantee must obtain from the Council written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Council's notification to proceed, the Grantee must submit a written request to the Council and obtain prior written approval from the Council. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.

3.3: Engineering Costs: Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Council to be reimbursable.

3.4. Administrative Fees: The Grantee may not charge an administration fee in connection with the Grant.

Section 4: AMENDMENTS: Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete, or cause to be completed, the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to complete or cause the completion of all or part of the Grant Project, the Council shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Council. Upon request of the Council, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Council and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

Section 8: CONTRACTOR SELECTION:

- (a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Council may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

- (b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement shall remain confidential and exempt from disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Section 30-4-40(a). If information given to or prepared or assembled by the Grantee under this Agreement is or may be required to be disclosed, Grantee agrees to consult with the Council prior to such required disclosure to protect any and all confidential proprietary interests of third party companies.

Section 10: DISCRIMINATION: The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.

Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS: No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.

Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Council's approval of the Application, or the Council's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Council required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.

Section 14: MAINTENANCE OF AND ACCESS TO RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Council, and its representatives.

Section 15: MBE OBLIGATION: The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts

Section 16: GRANT PROJECT COMPLETION: The Grantee must complete, or cause to be completed, the Grant Project within 24 months of the Effective Date of this Grant. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the financial closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.

Section 17: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Council may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 20: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 21: TERMS AND CONDITIONS: The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.

Section 22: REPORTING REQUIREMENTS: Until the Grant Project has been completed and the Grantee has received a notification in writing of the financial closure of the Grant as set forth in Section 16 above, the Grantee is required to submit bi-annual progress reports in the form of Exhibit B, as such form may be updated annually by the Council, to provide a status update and identification of any material issues affecting the

Project. Progress reports will be due on June 30 and December 31 of each year. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein.

Section 23: PROJECT START-UP: The Project must begin within three months of the Effective Date. If the Grantee or the Company does not begin the Project within three months of the Effective Date, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

Section 24: LIABILITY: The Grantee understands that Council accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 25: PAYMENT: The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee, and such request must be accompanied by invoices and evidence of payment. Such request and supporting documentation can be submitted to the Council electronically to ccedreport@sccommerce.com. The Council, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Council no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Council nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

Section 27: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

This Agreement shall become effective, as of the Effective Date, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Effective Date.

Effective Date

Chris Huffman
Executive Director
Coordinating Council for Economic Development

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Printed Name and Title of Authorized Official

Exhibit ABidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintaining the integrity of the project.

Exhibit B**GRANT PERIOD ANNUAL REPORT**Grant #: C-23-3913Grantee: Beaufort County

Report for the Year Ended: _____

Minimum Investment Requirement \$7,559,000Minimum Job Requirement: 35

Base Employment _____

Inspection, Record Keeping and Reporting:

Total investment in real and personal property at the Project as of the date of this report: \$ _____

Total number of new fulltime jobs filled by the Company at the Project as of the date of this report: _____

Average hourly wage rate of all fulltime jobs as of the date of this report \$ _____

Total amount of grant funds disbursed as of the date of this report: \$ _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)_____
Date_____
Authorized Company Representative (Printed)_____
Title_____
Telephone Number

Please return to:
Coordinating Council for Economic Development
1201 Main Street, Suite 1600 ■ Columbia, SC 29201

Economic Development Set-Aside Program

Checklist

Before first reimbursement request will be processed, you must submit:

<u>Item</u>	<u>Due Date</u>	<u>Grantee Notes</u>
Signed Grant Agreement	Within 30 days of receipt	
Signed Performance Agreement	Within 30 days of receipt	
Signed Contracts	Within 30 days of execution	
Contract Amendments	Within 30 days of execution	
Initial Status Report	Submitted with first draw request	

When reimbursement requests are made, you must submit:

<u>Item</u>	<u>Grantee Notes</u>
Request for payment form	
Documentation supporting draw requests (Invoices, AIAs, etc.)	
Proof of payment (copies of cancelled checks, etc.)	
Status Reports (if applicable)	
A new detailed budget (<i>if costs fluctuate by more than 10% or \$10,000</i>)	

KEY DATES TO REMEMBER

<u>Activity</u>	<u>Timeframe</u>	<u>Your Trigger Dates</u>
Grant Effective Date	Date grant award is approved	09/05/2024
Project Start Date	Within 3 months of grant issuance	
Project Completion Date	Within 24 months of grant issuance	

Need to contact us?

Mail to: South Carolina Coordinating Council for Economic Development
1201 Main Street, Suite 1600
Columbia, SC 29201

Email to: ccedreport@sccommerce.com

Marcella S. Forrest
Paula Guillette

(803) 737-2024
(803) 737-0097

mforrest@sccommerce.com
pguillette@sccommerce.com

Economic Development Set-Aside Grant Status Report

Grantee: Beaufort County Grant #: C-23-3913 - building construction and building improvement

Quarter Ended: 6/30 12/31 Year: _____

Contact Person: _____ Phone: _____

Grant Award Date: September 05, 2024 Amount Awarded: \$100,000.00

PROJECT STATUS

Project Construction Began on		AND	
<input type="checkbox"/> is complete			
<input type="checkbox"/> is approximately _____% complete and scheduled to be complete by			
OR			
<input type="checkbox"/> has not begun			
Construction is scheduled to begin on:		AND is scheduled to complete by:	

The project must begin within three months of the Grant Effective Date, and Grant funds must be disbursed within 24 months of Effective Date. If the project construction has been delayed for any reason, please provide an explanation below. If issues have not been resolved, provide a date that a resolution is expected. If delays will not allow grantee to comply with either the 3-month start date or 24-month completion date requirement, attach a letter explaining the delay and requesting an extension of the deadline(s). **Note: The Council must approve extension requests.**

OTHER MATERIAL ISSUES

If there is any change of scope of work to be reimbursed with grant funds or changed in budget for the project, attach a letter explaining the change and request an amendment of the grant. **Please note any change in scope of work or budget as included in the application must be approved by Council.**

The information contained herein is true to the best of my knowledge.

(Signature)

(Title)

(Date)



Henry McMaster
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE
September 6, 2024

Harry M. Lightsey III
Secretary



Mr. Michael Moore
Administrator
Beaufort County
Post Office Drawer 1228
Beaufort, South Carolina 29901

Re: TL + Co. Business Solutions, LLC - Economic Development Set-Aside Grant #C-23-3913 - Beaufort County

Dear Mr. Moore:

Pursuant to the meeting of the South Carolina Coordinating Council for Economic Development (the "Coordinating Council") on September 5, 2024, I am pleased to inform you that funding in the amount of \$100,000 has been approved for the above referenced project. Funds will be used for building construction and building improvements to assist TL+CO Business Solutions, LLC (Project Micro) (the "Company"). Please be advised that only approved budget items described in the cost estimates submitted as part of the application are eligible for reimbursement. Any costs over the funding amount will not be the responsibility of the Coordinating Council.

Please note that before grant funds can be used to reimburse approved project costs, several steps must be completed. Specifically, the following must be submitted to our office:

1. Grant Award Agreement – Enclosed for signature are two copies of the Grant Award Agreement between the Coordinating Council and Beaufort County. The agreement must be signed by an official (or his/her authorized designee) with legal authority to execute the agreement for Beaufort County. Please read this contract carefully. Once signed, please return both copies to my attention within fourteen (14) days. Once the signed agreements are received, they will be signed by our office and one original executed agreement will be sent to your attention.
2. Performance Agreement – The Performance Agreement is between the Coordinating Council, Beaufort County, and the Company. The agreement must be signed by officials (or their authorized designees) with legal authority to execute the agreement for the Grantee (Beaufort County) and for the Company (TL & Co. Business Solutions, LLC). The Performance Agreement is being forwarded to the Company first for signatures and revisions if necessary. Once the Company has signed the agreement and returned it to our office, the agreement will be forwarded to **Beaufort County**. Please read this contract carefully. Once signed, please return all three copies to my attention within thirty (30) days. Once the agreements signed by the Company and **Beaufort County** are received, they will be signed by our office. One original executed agreement will be sent to your attention and the other to the Company.

Please also note that, unless the Company has requested a conditional notice to proceed, work for which the grant is approved should not commence prior to the Coordinating

Council's receipt of the signed agreements by all parties and the Coordinating Council's issuance of a notice to proceed.

3. Project Budget – The project cost estimates provided as part of the application will serve as the project budget. If actual costs fluctuate by more than 10% or more than \$10,000 (whichever is less), a new detailed budget must be submitted for the Coordinating Council's approval before additional funds may be drawn. If specific items are not reimbursable under the terms of the agreements, we will notify you in writing.
4. Signed Contracts – Once signed, please forward all contracts pertaining to the grant project to our office. Additionally, if there are amendments to contracts related to the grant project, those must also be forwarded to our office within 30 days of execution.
5. Status Reports – The status reports are designed to provide the Coordinating Council with relevant information related to your grant project. These reports should be submitted on a bi-annual basis.

For your convenience, we have enclosed a grant packet which includes: a program checklist that notifies you of required documents and the dates which they are due, a customized request for payment form that must accompany all reimbursement requests, a status report form to be submitted bi-annually and two copies of the grant award agreement. All of these forms are available electronically, and we will gladly forward them to you upon request.

The Coordinating Council appreciates the opportunity to serve the citizens of Beaufort County, and we look forward to working with you to ensure the success of this project. If you have any questions, please feel free to contact us.

Sincerely,

Chris Huffman

Chris Huffman
Executive Director
Coordinating Council for Economic Development

Enclosures

cc: Harry M. Lightsey, III (w/o enclosures)
Ryan Melvin (w/o enclosures)
Kelli Brunson (w/o enclosures)
Michael Moore (w/o enclosures)



Henry McMaster
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Harry M. Lightsey III
Secretary

October 14, 2024



Mr. Michael Moore
Administrator
Beaufort County
Post Office Drawer 1228
Beaufort, South Carolina 29901

Re: Grant #C-23-3913 - Building Construction and Building Improvement - Beaufort County

Dear Mr. Moore:

Enclosed for signature are three copies of the Performance Agreement for the above referenced grant. Please read the agreement carefully and sign in the designated area. Once signed, please return all three originals to my attention within 15 days. Once the signed agreements are received, they will be executed by the Coordinating Council and one original will be returned to your attention.

Please note that funds will not be released until the signed Performance Agreement is received by the Coordinating Council. If I can be of further assistance, please contact me at (803) 734-0429.

Sincerely,

Marcella Forrest

Marcella S. Forrest
Program Manager – CCED Programs
Grants Administration

Enclosures

PERFORMANCE AGREEMENT
(Economic Development Set-Aside Assistance)
C-23-3913

This **Performance Agreement** ("Agreement") is made to be effective September 5, 2024 (the "Effective Date"), by and among Beaufort County, a political subdivision of the State of South Carolina and hereinafter referred to as the "Grantee," TL + CO Business Solutions, LLC, hereinafter referred to as the "Company," and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the "Council."

W I T N E S S E T H

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **Agreement.** The parties recognize that this Agreement is based on an Economic Development Set-Aside (SA) grant award being awarded or made by the Council to the Grantee in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) for the purpose identified in Section 2.0 herein (the "Grant").
- 2.0 **Use of Proceeds.** The Grantee will use the Grant award to assist the Company with building construction and building improvements, hereinafter referred to as the "Assistance." Any changes in the scope of work, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.
- 2.1 **Disbursement of Funds.** The Company shall submit invoices and evidence of payment for eligible expenses to the Grantee in support of a Request for Payment ("RFP") that the Grantee must submit, together with the supporting invoices and evidence of payment, to the Council. Disbursement of Grant funds is subject to review and approval by the Council of eligible expenditures. The RFP and supporting documentation may be submitted electronically to ccedreport@sccommerce.com.
- 2.2 **Third Party Contracts.** The Company must submit to the Council all agreements with third party contractors engaged to perform work to be funded in whole or in part by Grant funds.
- 2.3 **Notice to Proceed.** The Company must obtain from the Council written notice to proceed prior to incurring any costs against the Grant. If the Company needs to incur expenses prior to the Council's notification to proceed, the Grantee must submit a written request to the Council and obtain prior written approval from the Council. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for reimbursement with Grant funds.

- 2.4 **Engineering Costs.** Reimbursement of engineering costs with Grant funds will be capped at 10% of the total Grant award amount. Requests for reimbursement of engineering costs that exceed 10% of the total Grant award amount must have substantial justification and require prior approval by the Council to be reimbursable.
- 2.5 **Compliance with SA Requirements.** The Grantee and the Company must comply with all applicable statutory, policy and regulatory guidelines of the government of the State of South Carolina (the "State") and the Council governing the use of SA funds.
- 2.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Grantee, the Council or the State to provide funds for any cost overruns.
- 2.7 **Use of Grant Funds.** The Company must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within twenty-four (24) months of the Effective Date. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and the issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.
- 3.0 **Project Description.** The Company plans to purchase and renovate an existing facility to create two assembly warehouses, each of which will be approximately 15,000 SF and plans to add an additional 10,000 SF for office space at 1236 Trask Parkway, Seabrook, SC 29940 located in Beaufort County, hereinafter referred to as the "Project."
- 4.0 **Project Start-Up.** The Project must begin within three months of the Effective Date. If the Company does not begin the Project within three months of the Effective Date, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.
- 5.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant, then the selection of that contractor by the Company must follow at a minimum the bidding requirements set forth in Exhibit A attached hereto. The use of the Grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.
- 6.0 **Minimum Investment Requirement.** The Company agrees to make, or cause to be made by no more than two Affiliates, a capital investment of not less than \$7,559,000 (without

regard to depreciation or other diminution of value) at the Project for land, building acquisition, building construction, and machinery and equipment, within a period beginning on the Effective Date and ending on the earlier of (1) the date that the Company certifies to the satisfaction of the Investment Requirement and the Job Requirement (each as defined herein) and provides supporting documentation to the satisfaction of the Council or (2) September 5, 2029 (the "Grant Period"). Such capital investment requirement shall hereinafter be referred to as the "Investment Requirement." For purposes of this Agreement, "Affiliate" shall mean any corporation, limited liability company, partnership or other individual or entity which now or hereafter controls, is controlled by, or is under common control with the Company

- 7.0 **Minimum Job Requirement.** The Company agrees to create, or cause to be created by no more than two Affiliates, a headcount of no fewer than 35 net new full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the "Job Requirement." The Company currently does not have any employees at the Project.
- 8.0 **Access to Project Site and Records.** The Company agrees to provide the Grantee and the Council reasonable access to its facilities (i) to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through Grant funds has been completed and (ii) to substantiate that the Job Requirement and Investment Requirements have been satisfied and maintained as required in this Agreement. This covenant shall continue until notified in writing by the Council that the Job Requirement and the Investment Requirement have each been met, the Grant Period has expired, and Grant funds have been expended and documented, or until repayment of the Assistance, if required, occurs in accordance with this Agreement.
- 9.0 **Reporting.** The Company will be required to report to the Council annually as set forth below.
- 9.1 During the Grant Period, within thirty (30) days after December 31 of each year, the Company shall provide the Council a written report, signed by an authorized representative of the Company and in the form of Exhibit B, as such form may be updated annually by the Council, to provide (i) the total number of new jobs filled by the Company at the Project as of such date; and (ii) the total investment of the Company at the Project as of such date.
- 10.0 **Compliance.** Within thirty (30) days after the end of the Grant Period, the Company shall provide (i) payroll records and property tax returns or invoices and evidence of payment to support its employment and investment levels achieved and maintained and (ii) the average wage rate for the jobs included in the Job Requirement. The Council will review such documentation to determine whether the Job Requirement and Investment Requirement have been satisfied. The Council will notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Council that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period has expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.

- 11.0 **Maintenance of Records.** The Company shall retain records for property purchased totally or partially with Grant funds for a period of three years after the final disposition of all Grant funds. The Company shall maintain records relating to the Grant and the Project, including financial records, supporting documents, and statistical records for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.
- 12.0 **Repayment of Assistance.** Failure to satisfy the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of the SA Grant funds expended. The Grantee agrees that the Company will make re-payments directly to the Council.
- 12.1 Upon the expiration of the Grant Period, the number of jobs created by the Company at the Project may not be less than the Job Requirement (35 jobs), and the investment by the Company at the Project may not be less than the Investment Requirement (\$7,559,000). If the Company does not locate in South Carolina or otherwise fails to create any new jobs and make any investment in South Carolina, repayment of all of the Grant funds expended will be immediately due and payable. If the Company does create jobs and/or make investment but fails to meet the Job Requirement and/or the Investment Requirement during the Grant Period, the Company will be required to repay a portion of the Grant funds expended as follows:
- 12.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period. For purposes of this Section 12.1, pro rata repayment for failure to meet either the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the Grant funds expended hereunder.
- 12.1.2 If required, repayments are due and payable to the Council within sixty (60) days after the date of notice from the Council that a repayment is due. If the Company does not submit repayment or respond to the Council by such date, the Council may begin the process to submit the amount of the repayment to the South Carolina Department of Revenue for collection.
- 12.1.3 Notwithstanding anything in this Agreement to the contrary, if the Company satisfies the Job Requirement and the Investment Requirement by the end of the Grant Period, it shall not have any repayment obligations under this Section 12.1.
- 13.0 **Amendments.** If (a) the Investment Requirement is not met or (b) the total number of full time jobs created is less than the Job Requirement, or (c) the investment is not made or the jobs are not created within the Grant Period, the Company may provide detailed

documentation that a good faith effort was made to achieve both the Job Requirement and the Investment Requirement, as the case may be. To the extent that extenuating circumstances prevent the Company from fulfilling its commitments contained herein, and the Grantee and the Council, in their sole discretion, acknowledge such circumstances in writing, this Agreement may be modified in writing by mutual agreement of the parties.

- 14.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Council's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.
- 14.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State.
- 14.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.
- 14.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- 14.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.
- 14.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.

- 14.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.
- 15.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Council and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Assistance provided by the Council to the Grantee for the direct or indirect benefit of the Company. Please note that the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code") provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.
- 16.0 **Corporate Existence, Operation of Project, and Assignment of Agreement.** The Company shall maintain its existence, preserve and maintain its rights and privileges to conduct business in the State, and operate and maintain the Project substantially as proposed herein. The Company shall give the Council written notice of any change in the name or the location of its books and records, or of any substantial change in its business structure, or the nature of the operations conducted at the Project within thirty (30) days following the occurrence of such event.

This Agreement is a continuing obligation and shall (a) be binding upon the parties and their respective successors and assigns and (b) inure to the benefit of, and be enforceable by, the parties and their respective successors, transferees and assigns; provided, however, that the Company may not assign all or part of this Agreement without the written permission of the other parties to this agreement.

- 17.0 **Notification.** The Company must notify the Grantee and the Council if there are any changes in the status of the Company that will impact or alter the Company's ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Council shall be sent to:

Ms. Marcella S. Forrest
 Program Manager, CCED Programs
 South Carolina Coordinating Council for Economic Development
 South Carolina Department of Commerce
 1201 Main Street, Suite 1600
 Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Michael Moore

Administrator
 Beaufort County
 Post Office Drawer 1228
 Beaufort, South Carolina 29901

Notices to Company shall be sent to:

Mr. Tim Didonato
 Executive VP & COO
 TL + CO Business Solutions, LLC
 1236 Trask Parkway
 Seabrook, SC 29940

- 18.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 19.0 **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State for all matters arising hereunder. In the event of a dispute, the Council shall have standing to represent the State.
- 20.0 **Freedom of Information.** The Company understands and agrees that (i) the Grantee and the Council are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code (the "Act"); (ii) the Grantee and the Council are each required to comply with the provisions of the Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. Effective January 1, 2022, for any project approved and locating in a Tier I, II, or III County, the Council will confirm, in response to a valid request under Section 30-4-10, whether a project has average wages below \$15.00 per hour, excluding the top five percent of full-time positions.

If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Council agrees to redact any information in this Agreement or any documents incidental thereto that is clearly marked by the Company as confidential and proprietary and has been provided to the Council for economic development or contract negotiation purposes. However, the Grantee, the Council, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Project, the Council reserves the right to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

21.0 **Events of Default.** The following shall constitute events of default by the Company under this Agreement:

- 21.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;
- 21.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of SA funds;
- 21.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Council specifying the nature of such failure and requesting that it be remedied; provided, however, that if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Council;
- 21.4 the Company vacating the Project property and/or discontinuing operation of all or a significant portion of the Project for thirty (30) days or more without the written consent of the Council;
- 21.5 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 21.6 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;
- 21.7 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of ninety (90) days after the date of entry thereof; or

- 21.8 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of 120 days.
- 22.0 **Remedies.** If any event of default shall occur and be continuing, then the Council may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Council shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Council hereunder by exercising any or all of the following remedies:
- 22.1 Refrain from extending any further assistance or Grant funds until such time as the Company is in full compliance with the terms and conditions of this Agreement;
- 22.2 Require repayment of all or a portion of the Grant funds expended under this Agreement;
- 22.3 Cancel, terminate or suspend this Agreement; or
- 22.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.
- 23.0 **Additional Remedial Provisions.**
- 23.1 No remedy herein conferred or reserved to the Council is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.
- 23.2 Neither the Grantee nor the Council shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.

- 24.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their authorized representatives under seal to be effective as of the date first written above.

GRANTEE:

Unit of Local Government

By:
Its: Chief Elected Official

GRANTS

OCT 14 2024

ADMINISTRATION

TL + CO Business Solutions, LLC



By: Tim DiDonato
Its: ELP+CO2

**COORDINATING COUNCIL FOR
ECONOMIC DEVELOPMENT**

By: Chris Huffman
Its: Executive Director

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintaining the integrity of the project.

Exhibit B**GRANT PERIOD ANNUAL REPORT**Grant #: C-23-3913Grantee: Beaufort CountyReport for the Year Ended: 2023Minimum Investment Requirement \$7,559,000Minimum Job Requirement: 35Base Employment 0**Inspection, Record Keeping and Reporting:**

Total investment in real and personal property at the Project as of the date of this report:

\$ 0

Total number of new fulltime jobs filled by the Company at the Project as of the date of this report:

0

Average hourly wage rate of all fulltime jobs as of the date of this report

\$ N/A

Total amount of grant funds disbursed as of the date of this report:

\$ N/A

I declare the above information to be correct and complete, and that I am authorized to report this information.

Tim DiDonato

Authorized Company Representative (Signature)

10/7/24

Date

Tim DiDonato

Authorized Company Representative (Printed)

EVP + COO

Title

860-573-5776

Telephone Number

Please return to:
 Coordinating Council for Economic Development
 1201 Main Street, Suite 1600 • Columbia, SC 29201



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 2.

ITEM TITLE:

Recommend Approval of Contract Award to Design-Build Team Mitchel Construction & Coast Architects for IFB #080824 Agnes Major & Wesley Felix Community Centers (\$3,040,452.00)

MEETING NAME AND DATE:

Finance, Administration, and Economic Development Committee – October 28, 2024

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the Administrator (5 mins)

ITEM BACKGROUND:

These rural community/health centers were part of the original purpose for the County's ARPA funds.

In discussions of placement for the centers, staffing and multi-use capabilities use became priorities.

Parks and Recreation became the logical partner in the project. Community/health centers at parks, such as Agnes Major & Wesley Felix, can serve multiple purposes. Their rural placement makes them an ideal rural outpost if health services are needed in a future health emergency or pandemic, and they can also serve a place for programmed activities such as senior services, summer camps, community gatherings, and more.

The Agnes Major Community Center, in Sheldon, will replace the current dilapidated structure in an existing park. The Wesley Felix Community Center, on St. Helena Island, will be a new facility at an existing park.

PROJECT / ITEM NARRATIVE:

This RFP and Contract award is for the first two of three community/health centers. Agnes-Major park is in Sheldon and Wesley Felix Park is on St. Helena Island.

The RFP went out on July 8, 2024 and we received five proposals. The committee interviewed two teams/companies. This process took us to two finalists. The team chose the team of Mitchell Construction and Coast Architects and have worked to negotiate a final price for this contract.

FISCAL IMPACT:

Funding comes from ARPA Community Center Funding Acct# 2330-40-0000-54300 Public Health Building Purchases. There is \$3M available.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of contract to the Design-Build team of Mitchel Construction & Coast Architects for IFB #080824 in the amount of \$2,895,669.00 with a \$144,783.00 contingency fund for a total of \$3,040,452.00 for the new Agnes Major & Wesley Felix Community Centers in Sheldon & St. Helena Island respectively.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award to the Design-Build team of Mitchel Construction & Coast Architects for IFB #080824

Next Step: Move forward to County Council to award to the Design-Build team of Mitchel Construction & Coast Architects for IFB #080824.



October 21, 2024

Dear Mrs. Moyer,

Thank you for the opportunity to prepare a proposal for phase A design-build projects at Agnes Major and Wesley Felix Park. The buildings on each will be identical designs at each site, therefore the Anger Major design cost is discounted as it will be an adaptive use of the design at Wesley Felix.

Included in each price is a full permitable construction document based on the conceptual drawing provided in the RFP. Also included in the phase A proposal is a survey of each property, Wetland Delineation, Geotechnical Infiltration Study, and Endangered Species Survey. Any other cost not specifically mentioned in Phase A is not included i.e. construction cost, building deposit for the pre-engineered metal building etc.

Once documents are completed we will issue a Phase B contract for the construction cost.

1. Phase A Design Cost for Both Projects

We offer the following:

1. Phase A Design Cost for Anger Major: **\$135,708**
2. Phase A Design Cost for Wesley Felix: **\$174,717**

Once told to proceed Mitchell Construction will issue an AIA A141 contract for each of these projects.

A breakdown of each cost is attached in Exhibit A.

2. Total Conceptual Design and Construction Cost

Also provided at this time is the conceptual cost for both projects. The budget breakdown is provided as Exhibit B. As discussed on our initial phone call we eliminated any project contingency as the county elected to carry the construction contingency outside of this number. We feel this conceptual cost for each project is accurate to what is known now about each project and site. However, this number will fluctuate throughout the design process as we gain more information until a Phase B contract is issued.

Anger Major: **\$1,278,273**
Wesley Felix: **\$1,306,971**

A breakdown of each cost is attached in Exhibit B.

Once again, thank you for this opportunity. We are excited to be working with Beaufort County on both of these projects. Please let me know if there are any comments or questions.

Clayton Stoddard, Project Manager

Regards,

A handwritten signature in black ink, appearing to read 'C Stoddard', with a long horizontal flourish extending to the right.

Clayton Stoddard, Project Manager

Exhibit A**Agnes Major Community Center**

Sheldon, SC

Phase A - Design Cost

10.21.24

	Architectural, MEP, Civil Design	\$	106,566.00	
	Survey	\$	4,992.00	
	Wetland Delineation	\$	2,400.00	
	Infiltration Geotechnical Study	\$	2,750.00	
	Endangered Species Survey	\$	4,000.00	
	Contractor Fee / General Requirements	\$	15,000.00	
	Total Cost for Phase A	\$	135,708	

**Wesley Felix Park Community Center**

St. Helena, SC

Phase A - Design Cost

10.21.24

	Architectural, MEP, Civil Design	\$	138,639.00	
	Survey	\$	11,928.00	
	Wetland Delineation	\$	2,400.00	
	Infiltration Geotechnical Study	\$	2,750.00	
	Endangered Species Survey	\$	4,000.00	
	Contractor Fee / General Requirements	\$	15,000.00	
	Total Cost for Phase A	\$	174,717	

Exhibit B**Conceptual Cost for Agnes Major Community Center**

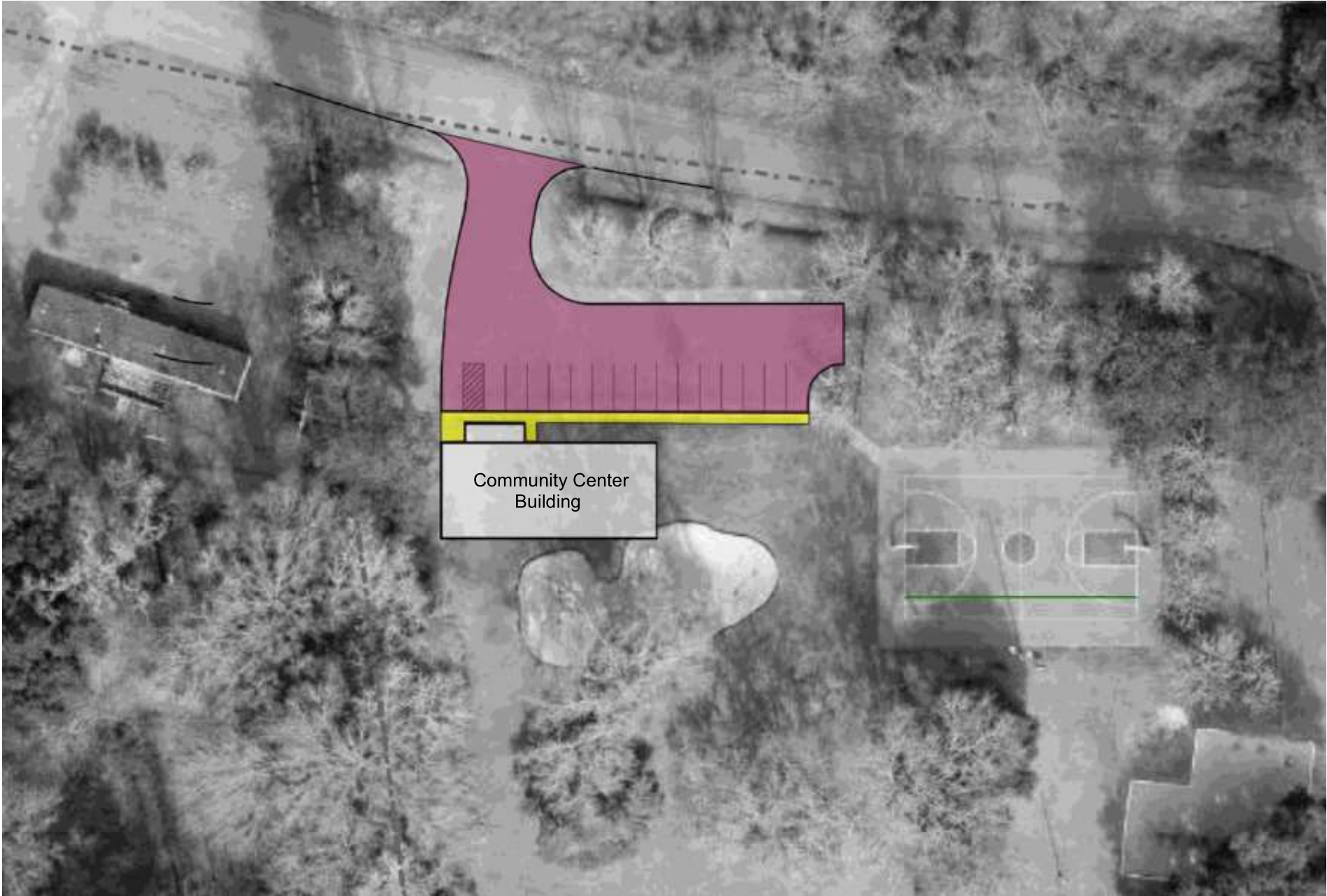
Sheldon, SC

Conceptual Construction Cost

10.21.24

Scope: New 3,800 SF PEMB Community Center with Parking lot attached

ITEM #	CATEGORY	Total Line Item Cost	Comments
01-100	Project Payroll	\$ 50,889.80	Supervision, PM, Safety Director & QC
02-A	Survey Layout	\$ 2,760.00	Building Layout, As-Built, & Field Engineering
01-300	Facilities and Temporary Controls	\$ 1,552.50	Temp Office, Temp Utilities, Temp Toilets, etc.
01-400	Equipment	\$ 2,742.75	Truck, Trailer, Skid Steer, Generator, etc.
01-500	Closeout and Clean-Up	\$ 11,870.30	Daily & Final Clean Up
02-100	Demolition	\$ -	This also includes Asbestos Removal
02-300	Site Preparation	\$ 309,260.38	Building Pad, Sidewalks, Parking Lot ETC
02-800	Landscape and Irrigation	\$ 28,175.00	
03-000	Concrete	\$ 48,070.00	SOG
04-000	Masonry	\$ 10,488.00	Kneewall
05-000	Steels & Metals	\$ 136,868.40	PEMB and Erection
06-100	Rough Carpentry	\$ -	
06-200	Finish Carpentry	\$ 14,950.00	Casework for Kitchens and breakroom
07-900	Thermal and Moisture	\$ 13,110.00	PEMB Insulation
08-000	Doors and Windows	\$ 74,968.50	New Exterior Storefront
09-200	Flooring & Tile	\$ 17,480.00	VCT
09-300	Painting & Wallcovering	\$ 14,950.00	
09-400	Gypsum Board & ACT	\$ 78,660.00	Ceiling and Partition Walls,
10-000	Specialties	\$ 3,450.00	Toilet Accessories and New Partitions
12-000	Equipment	\$ 11,500.00	Operable Partitions
15-100	Plumbing	\$ 84,559.50	New Bathrooms, New Kitchen,
15-200	HVAC	\$ 94,960.10	
15-300	Fire Protection	\$ -	
16-000	Electrical	\$ 87,400.00	
	SUBTOTAL:	\$ 1,098,665.23	
	Payment & Performance Bond	\$ 8,500.00	
	SUBTOTAL:	\$ 1,107,165.23	
	Data and Technology	\$ 21,400.00	
	Contingency 5%	\$ -	
	Third-Party Inspection	\$ 14,000	
	TOTAL for Phase B Construction	\$ 1,142,565	
Phase A - Contract Amount			
	Architectural, MEP, Civil Design	\$ 106,566.00	
	Survey	\$ 4,992.00	
	Wetland Delineation	\$ 2,400.00	
	Infiltration Geotechnical Study	\$ 2,750.00	
	Endangered Species Survey	\$ 4,000.00	
	Contractor Fee / General Requirements	\$ 15,000.00	
	TOTAL Conceptual Cost for Phase A and Phase B	\$ 1,278,273	



Agnes Major Community Center Conceptual Site Layout

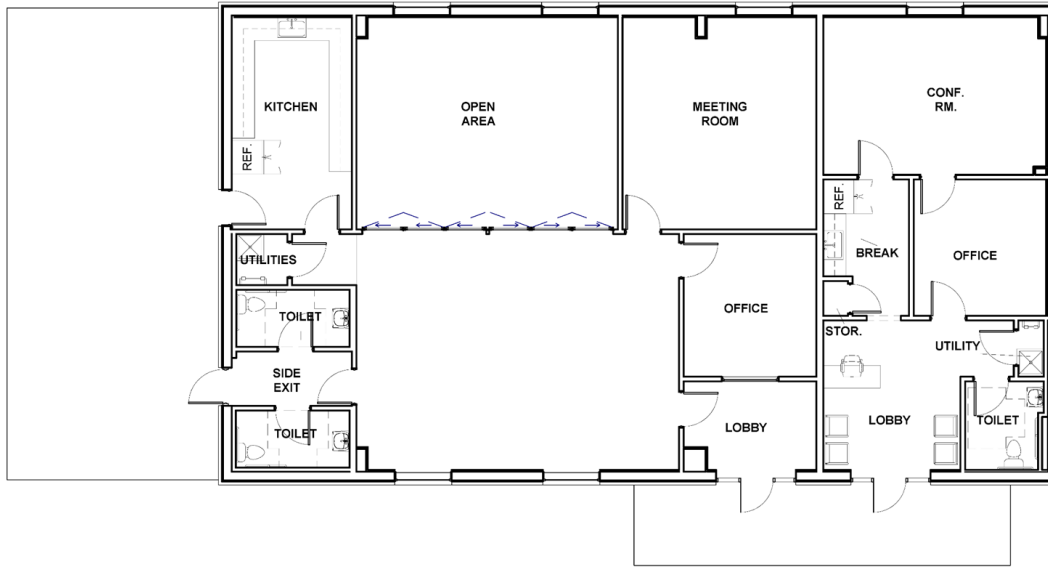
- Asphalt
- Concrete Apron

8954.9 sq ft
739.6 sq ft

50 ft.

Exhibit B

Item 2.



ORIGINAL FLOOR PLAN



REVISED FLOOR PLAN

- Added Health Suite

Exhibit B

Item 2.



Wesley Felix Park Community Center

St. Helena, SC

Conceptual Construction Cost



10.21.24

Scope: New 3,800 SF PEMB Community Center with Parking lot attached

ITEM #	CATEGORY	Total Line Item Cost	Comments
01-100	Project Payroll	\$ 50,889.80	Supervision, PM, Safety Director & QC
02-A	Survey Layout	\$ 2,760.00	Building Layout, As-Built, & Field Engineering
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01-500	Closeout and Clean-Up	\$ 11,870.30	Daily & Final Clean Up, Dumpster
02-100	Demolition	\$ -	This also includes Asbestos Removal
02-300	Site Preparation	\$ 295,449.03	Building Pad, Sidewalks, Parking Lot
02-800	Landscape and Irrigation	\$ 28,175.00	
03-000	Concrete	\$ 48,070.00	SOG
04-000	Masonry	\$ 10,488.00	Kneewall
05-000	Steels & Metals	\$ 136,868.40	PEMB and Erection
06-100	Rough Carpentry	\$ -	
06-200	Finish Carpentry	\$ 14,950.00	Casework for Kitchens and breakroom
07-900	Thermal and Moisture	\$ 13,110.00	PEMB Insulation
08-000	Doors and Windows	\$ 74,968.50	New Exterior Storefront
09-200	Flooring & Tile	\$ 17,480.00	VCT
09-300	Painting & Wallcovering	\$ 14,950.00	
09-400	Gypsum Board & ACT	\$ 78,660.00	Ceiling and Partition Walls,
10-000	Specialties	\$ 3,450.00	Toilet Accessories and New Partitions
12-000	Equipment	\$ 11,500.00	Operable Partitions
15-100	Plumbing	\$ 84,559.50	New Bathrooms, New Kitchen,
15-200	HVAC	\$ 94,960.10	
15-300	Fire Protection	\$ -	
16-000	Electrical	\$ 87,400.00	
	SUBTOTAL:	\$ 1,084,853.88	
	Payment & Performance Bond	\$ 8,500.00	
	Business License		
	General Liability	\$ 3,500.00	
	SUBTOTAL:	\$ 1,096,853.88	
	Data and Technology	\$ 21,400.00	
	Contingency 5%	\$ -	
	Third-Party Inspection	\$ 14,000	
	TOTAL for Phase B Construction	\$ 1,132,254	
	Phase A - Contract Amount		
	Architectural, MEP, Civil Design	\$ 138,639.00	
	Survey	\$ 11,928.00	
	Wetland Delineation	\$ 2,400.00	
	Infiltration Geotechnical Study	\$ 2,750.00	
	Endangered Species Survey	\$ 4,000.00	
	Contractor Fee / General Requirements	\$ 15,000.00	
	TOTAL Conceptual Cost for Phase A and Phase B	\$ 1,306,971	



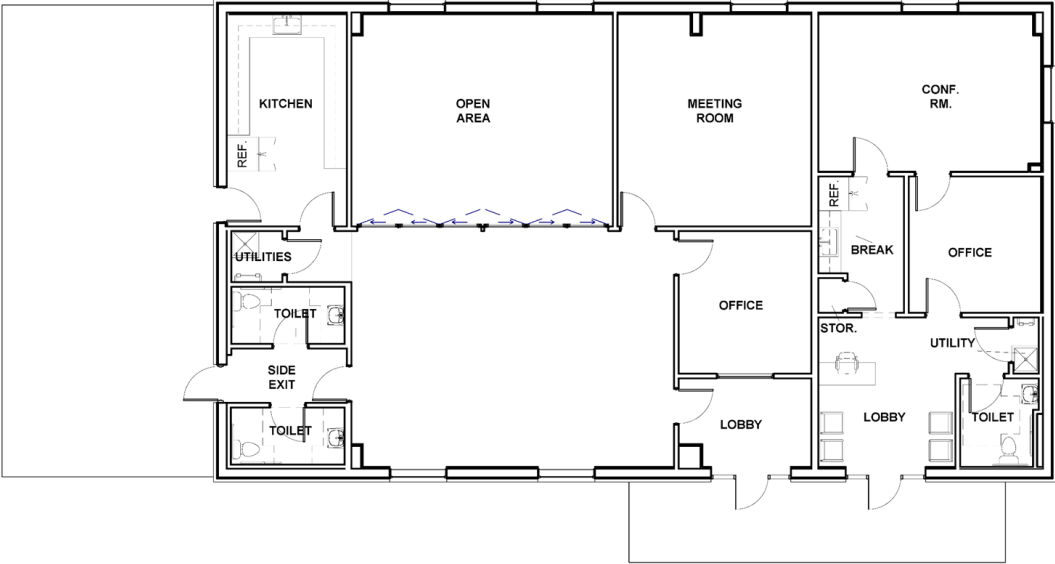
Wesley Felix Community Center Conceptual Site Layout

-  Asphalt
-  Concrete Apron

6835.6 sq ft
834.2 sq ft



50 ft.



ORIGINAL FLOOR PLAN



REVISED FLOOR PLAN

- Added Health Suite

Design/Build Agnes Major and Wesley Felix		
RFQ 080824		
Summary Score Sheet		
Round 2 Scoring		
Evaluators	Name of Company	Name of Company
	<u>Coast</u>	<u>Sherer</u>
Brown	94	88
Butts	82.5	78
Sutton	99	94
TOTALS:	275.5	260
1. Coast	275.5	
2. Sherer	260	

Design/Build Community Centers at Agnes Major & Wesley Felix Parks					
RFP 080824					
Summary Score Sheet					
Round 1					
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company
	<u>CCCS International</u>	<u>Coast Architects</u>	<u>Design Build Construction</u>	<u>Sherer Architects</u>	<u>Spratlin & Son</u>
Brown	90	95	88	92	94
Butts	78	94	77	93	82
Sutton	20	80	70	75	70
TOTALS:	188	269	235	260	246
1. Coast Architects	269				
2. Sherer Architects	260				
3. Spratlin & Son	246				

REQUEST FOR PROPOSALS

Design/Build Community Centers at Agnes Major & Wesley

Felix Parks

RFP # 080824



Prepared by: Procurement Services

Dated: July 8, 2024

Proposal Due Date: August 8, 2024 3:00PM (EST)



COUNTY COUNCIL OF BEAUFORT COUNTY PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. RFP 080824

CLOSING DATE AND TIME: August 8, 2024 **3:00PM (EST)**

PROPOSAL TITLE: Design/Build Community Centers at Agnes Major & Wesley Felix Parks

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

There will be a **non-mandatory** Pre-Proposal meeting held virtually on **July 24, 2024/2:00PM (EST)**. Please contact Victoria Moyer at victoria.moyer@bcgov.net **all vendors are encouraged to attend**.

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **August 8, 2024 at 3:00PM (EST)**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal must be signed by an official authorized to bind the Design Build Team, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through OpenGov by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register your company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
Procurement Services Director
(843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by OpenGov. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in OpenGov.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly.**

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 • Beaufort, SC 29901-1228
843-255-2304 Telephone • E-mail: dthomas@bcgov.net

PROJECT PURPOSE

Beaufort County requests proposals from all interested firms, licensed in the State of South Carolina, experienced in providing qualified Design-Build Teams to provide architectural and engineering design and construction services for construction of two community centers at Agnes Major Park & Wesley Felix Park in Beaufort County, SC.

- Agnes A. Major Community & Health Center – 21 Agnes Major Rd., Seabrook, SC 29940
- Wesley Felix Community & Health Center – 179 Ball Park Road, St. Helena Island, SC 29920

In selecting a firm, the County will place great emphasis on the experience of the firm and assigned personnel in providing similar services on projects of similar magnitude to construct 3,000-6,000 SF of multipurpose space utilizing pre-engineered steel building designs. Selection preference will be toward firms that have a demonstrated depth of knowledge and resources in the successful application of principles of Design-Build and general contracting, scheduling, contract coordination and compliance, budget control, familiarity with Federal, State, and County laws, ordinances, and codes. Small and minority business enterprises are encouraged to respond to this request.

SCOPE OF WORK

The project will be to construct a prototype community center on two sites. Each will have a small office, health and exam suite (NOT SHOWN ON PROVIDED PLAN), restrooms, kitchen, meeting spaces, outdoor covered space, and associated storage. Sitework will include parking and drive access, as well as utility extensions and connections.

The successful team shall be responsible for completing a building code review and implementing elements and systems into the design that may be determined by that analysis.

The new work will include new metal framed, insulated GWB partitions and fire walls, acoustical ceilings, doors & frames, finished flooring, restrooms, kitchen plumbing & casework, plumbing and HVAC design, electrical distribution design, and life safety systems.

An interior layout and site location is provided and reflects the needs of the tenant. Exterior elevations are included in the RFP package for information only therefore the selected vender is encouraged to provide architectural styles that fit with the Low Country vernacular. All three sites will use the same building design as specific site conditions allow.

PROJECT CONSTRAINTS

It is stipulated that the selected vender be under contract by or before December 31, 2024. This project carries the challenges of completing the project within a pre-determined deadline due to funding sources, which will require detailed coordination and a demanding and intense timeline to avoid delays.

SCOPE OF SERVICES

The following Scope of Services is intended to serve as a general guideline and not an exhaustive list.

1. Perform site evaluation(s) to determine best location and layout of building on site.
2. Programming and space planning shall conform to floor plan provided. Prepare space needs assessment, schematic floor plans and estimate of probable costs for review and approval by County before proceeding into design development phase.
3. Prepare estimate of probable costs at schematic and design development phases. If estimates are not within County approved budget, provide alternates to design, for the consideration of the County.
4. Prepare and submit Guaranteed Maximum Price at the conclusion of the Construction document phase. If GMP is not within County approved budget provide alternates to design, for the consideration of the County.
 - a. Design services and GMP shall include access control wiring, hardware and software, security cameras and information technology.
5. Prepare all required documents for submission to Beaufort County and/or local municipality planning, design review boards, storm water review boards and traffic engineering. Attend meetings as required throughout these approvals.
6. Geotechnical investigations and reports, as needed for design and construction.
7. Governmental and regulatory agency permitting. Prepare, submit, and manage all required permits from County and/or municipal building departments, USACE, SC-DHEC/OCRM, SCDOT, the County's zoning department and others as applicable.
 - a. Prepare wetland delineations required by USACE, if needed.
8. Inspections and certifications required to secure Certificates of Compliance and Certificates of Occupancy.
9. Provide quality control testing and inspections during construction.
10. Manage all documentation during design and construction to include but not limited to.
 - a. Schedule and conduct design phase, pre-construction and construction phase meetings. Provide meeting notes for all.
 - b. Submittals reviews and approvals.
 - c. Monthly pay applications.
 - d. Original programming, design and construction schedules and monthly updates for each.
 - e. Requests for information.
 - f. Potential change orders, contractor quotations for additional cost and Change Orders.
 - g. Tests and inspection reports.
 - h. Punch list preparation and tracking.
 - i. As-built and closeout documents.
11. Determine availability of public and private utilities and coordinate with all utility companies to prepare and record easements. To include, but not limited to:
 - a. BJWSA
 - b. Palmetto Electric and/or Dominion
 - c. Telephone/cable companies.
12. Surveying to include:
 - a. Boundary and topographic surveys.
 - b. All other surveying and layout required for design and construction.
 - c. Prepare surveys and plats for storm water easements as necessary.
 - d. As-built surveys and elevation certificates.

13. Prepare public educational outreach materials and conduct public meetings as needed.
14. The County has budgeted **\$1,000,000** for each of the community centers. Budget includes all building and site design and construction, surveying, exterior and interior building signage, geotechnical survey and soil investigation, permit costs, construction materials testing, utility connection and meter fees, all DBC fees, **5%** Owner contingency, bidding, construction for building and site work, P&P bonds, insurance, building access control and security cameras, information technology infrastructure, cabling and terminations.
 - a. Cost of property acquisition is not included in the budget.
 - b. Cost of county and/or municipal traffic, road and fire impact fees is not included in the budget.
 - c. Cost of traffic study if required is not included in the budget.
 - d. Cost of Owner FF&E and moving costs is not included in the budget.

PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit two separate files, to the Procurement Services Director by using the OpenGov process through our County Website at www.beaufortcountysc.gov. Both files must contain the Vendors name:
 - a. **Proposal Submittal Contents (items #1-#5 on page 8).**
2. Statement of award will be posted on OpenGov.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
 - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to OpenGov
 - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on OpenGov as addendum.
 - c. Selection Committee members **SHALL NOT** be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by OpenGov. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in OpenGov.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary:** Objectives of the project, scope of work, and related issues which must be addressed throughout development stages of the planning.
2. **Approach to the Planning Process:** Explanation of the planning process
3. **Work Plan and Scheduling –** A summary of tasks to be performed from evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
4. **Experience and Qualifications:** Experience and qualifications of the team members, with an emphasis on similar type project completed within the last five (5) years. Provide an organization chart including sub-consultants and contractors.
5. **List any exceptions, qualifications, or exclusions to this RFP:**

ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all Design Build Teams and re-advertise if deemed necessary
- Waive any or all formalities and technicalities
- Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

Selection & Notification

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

Beaufort County Standards for Contracting

CHAPTER 1. TYPES OF SERVICES

- 1-1. Design/Build Services

CHAPTER 2. PROCEDURES FOR SELECTION OF DESIGN BUILD TEAMS

- 2-1. General
- 2-2. Objective
- 2-3. Proposal-Based Selection Procedures
- 2-4. Selection Criteria

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

- 3-1. Mandatory Contract Provisions
- 3-2. Time Overruns Beyond Control of the Design Build Team

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

- 4-1. Allowable Costs
- 4-2. Nonallowable Costs
- 4-3. Fixed Payment

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

- 5-1. Contract Requirements
- 5-2. Special Instructions

CHAPTER 1. TYPES OF SERVICES REQUIRED:

Design/Build Services

CHAPTER 2. PROCEDURES FOR SELECTION OF Design/Build Team

2-1. GENERAL

Proposal-based procedures require that a contract for Design/Build services be awarded pursuant to a fair and open selection process based on the qualifications and experience of the teams. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2-2. OBJECTIVE

Teams employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. PROPOSAL-BASED SELECTION PROCEDURES. The team shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. **The highest ranked offeror shall be selected, and price proposals shall be negotiated with one or more of the teams identified through the Proposal-based selection procedure.**

2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a) Knowledge and experience working on Beaufort County projects over the last five years.
- b) Understanding of the permitting process required by state and county jurisdictions and approach to the process and ability to meet design and construction schedules.
- c) History of the Combined Design-Build team and track record of meeting budgets.
- d) Quality and breadth of experience as provided in the form of similar projects and references.

CHAPTER 3. CONTRACT FORMAT

3-1. MANDATORY CONTRACT PROVISIONS. All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to Design Build Team contracts:

- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
- b. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Design Build Team.
- c. All negotiated contracts shall include provisions to the effect that sponsors, the Federal

Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of Design Build Teams which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require Design Build Teams to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

- d. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

3-2. TIME OVERRUNS BEYOND CONTROL OF THE TEAM.

Frequently, the Design Build Team is called upon to continue technical inspection services on construction contracts--overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Design Build Team. To provide for the contingency of overrun of time, the agreement between the County and the Design Build Team will state the period for which the compensation shall apply and that the Design Build Team shall be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4-1. ALLOWABLE COSTS.

a. Direct Salary Costs.

- (1) Direct salary cost is defined as the cost of salaries of engineers, draftsmen, surveyors, stenographers, clerks, etc., for time directly chargeable to the project.
- (2) Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.

b. Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead.

- (1) Labor Overhead. Overhead on direct salary costs includes sick leave, vacation, and holiday pay; unemployment, excise, and payroll taxes; contributions for social security, employment compensation insurance, retirement benefits, and medical insurance benefits; and any other benefits customarily paid to or enjoyed by all employees. The allowable percentage for labor overhead allocable to a project is the ratio of (a) a firm's total direct labor overhead costs to (b) a firm's total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.
- (2) General and Administrative Overhead. General and administrative overhead includes the following indirect costs which are not directly attributable to specific projects.

- (a) Provisions for office, light, heat, and similar terms for working space,

depreciation allowances or rental for furniture, drafting equipment and engineering instruments, and office and drafting supplies not identifiable to specific projects.

- (b) Taxes and insurance other than those included as salary cost but excluding state and Federal income taxes.
- (c) Library and periodical expenses, and other means of keeping abreast of advances in engineering such as attendance at technical and professional meetings and subscriptions to trade, business, professional, or technical periodicals.
- (d) Executive, administrative, accounting, legal, stenographic, and clerical salaries, and expenses (other than identifiable salaries included in salary costs and expenses included in reimbursable non-salary expenses, plus salaries or imputed salaries of partners and principals) to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to projects.
- (e) Costs of memberships in trade, business, technical, and professional organizations.
- (f) Incentive compensation for management employees, cash bonuses, suggestion awards, safety awards, and incentive compensation based on production, cost reduction, or efficient performance are allowable to the extent that the overall compensation is determined to be reasonable, and such costs are paid or accrued pursuant to an agreement entered into in good faith between the Design Build Team and the employees before the services are rendered or pursuant to an established plan followed by the Design Build Team so consistently as to imply, in effect, an agreement to make such payment. The allowable percentage for general and administrative overhead allocable to a project is the ratio of (a) all general and administrative costs to (b) total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.

c. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept supporting charges and allow auditing):

- (1) Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)
- (2) Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
- (3) Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special Design Build Teams, borings, laboratory charges, commercial printing and bindings, and similar costs that is not applicable to general overhead.
- (4) Identifiable drafting supplies and stenographic supplies and expenses charged to the sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.
- (5) Identifiable reproduction costs applicable to the work such as blueprinting, photosetting, mimeographing, printing, etc.
- (6) Advertising costs which are solely for the recruitment of personnel required for the

performance by the Design Build Team of obligations arising under the contract.

4-2. **NON-ALLOWABLE COSTS.** The expenses listed below are not allowable for reimbursement:

- a. Costs of amusement and social activities and incidental costs relating thereto such as meals, lodging, rentals, transportation, and gratuities.
- b. Contributions and donations.
- c. Bad debts, including losses due to uncollectible customer's accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the Design Build Team.
- d. Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.
- e. Interest on borrowed capital.
- f. Bonus payment for early completion of work.

4-3. **FIXED PAYMENT.** To all the estimated costs, including overhead, a percentage rate is applied to determine payment for profit, willingness to serve, and assumption of responsibility.

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

- 1.0 **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE:** Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S PROPOSALS:** Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to

make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a

business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:

- (A) Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- (B) Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY:

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on

appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Services Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 **INTENT TO PERFORM:** It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 **RECEIPT OF REQUEST FOR PROPOSALS:** Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.
- 3.0 **PREPARATION OF REQUEST FOR PROPOSALS**
 - 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
 - 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3.3 Each copy of the Request for PROPOSALS should be bound in a single volume where practical. All documentation submitted with the Request for PROPOSALS should be bound in that single volume.
 - 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 **AMENDMENTS:** If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 **ADDITIONAL INFORMATION:** Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 **ORAL PRESENTATION/DISCUSSIONS:** Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
 - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

if you answer yes, explain fully if it has been involved in any litigation involving performance.

EXHIBIT B

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

(Signature)

Name and Title of Signer

Date

EXHIBIT C**EVALUATION FORM**

DATE: _____

RFP#: _____ TITLE: _____

OFFEROR: _____

Evaluator _____

		POINT RANGE	POINTS ASSIGNED
1.0	Knowledge and experience working on Beaufort County projects over the last five years	0-25 Points	
2.0	Understanding of the permitting process required by state and county jurisdictions and approach to the process and ability to meet design and construction schedules	0-25 Points	
3.0	History of the combined Design-Build team and track record of meeting budgets	0-25 Points	
4.0	Quality and breadth of experience as provided in the form of similar projects and references	0-25 Points	
		Total Points Out of 100 Possible	

Please include notes regarding your scoring

Beaufort County Boards & Commissions

SouthernCarolina Alliance Board of Directors - APPOINTMENT

RECOMMEND APPROVAL OF THE APPOINTMENT OF **JOEL BRAUN** TO THE SOUTHERNCAROLINA ALLIANCE BOARD OF DIRECTORS FOR A PARTIAL TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

- ❖ APPROVED BY BCEDC BOARD OF DIRECTORS

Library - APPOINTMENT

RECOMMEND APPROVAL OF THE APPOINTMENT OF **KATHLEEN COOPER** TO THE LIBRARY BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF OCTOBER 2028.

- ❖ APPROVED BY LIBRARY BOARD, AMANDA DICKMAN(DIRECTOR), CM TABERNIK
- ❖ DISTRICT 5
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ OCCUPATION: RETIRED REGISTERED NURSE

Keep Beaufort County Beautiful Board - APPOINTMENT

RECOMMEND APPROVAL OF THE APPOINTMENT OF **EUGENE ZAPFEL** TO THE KEEP BEAUFORT COUNTY BEAUTIFUL BOARD FOR A PARTIAL TERM WITH THE EXPIRATION DATE OF FEBRUARY 2026.

- ❖ APPROVED BY VICTORIA HOFFMAN (PROGRAM MRG)
- ❖ SWAP APPROVED BY CM BROWN AND CM CUNNINGHAM
- ❖ DISTRICT 8 SWAPPED WITH DISTRICT 7
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ OCCUPATION: RETIRED MANAGEMENT & TECH CONSULTANT

Lowcountry Council of Governments - REAPPOINTMENT

RECOMMEND APPROVAL OF THE REAPPOINTMENT OF **HERBERT GLAZE** TO THE LOWCOUNTRY COUNCIL OF GOVERNMENTS FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF OCTOBER 2028.

- ❖ AT-LARGE SEAT
- ❖ TERM TO BE SERVED: 3RD - VOTE NEEDED: 10/11