



Finance, Administration, and Economic Development Committee

Beaufort County, SC

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

Monday, October 28, 2024

3:00 PM

AGENDA

COMMITTEE MEMBERS:

MARK LAWSON, CHAIRMAN
DAVID P. BARTHOLOMEW
YORK GLOVER

ANNA MARIA TABERNIK, VICE-CHAIR
GERALD DAWSON
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - *September 23, 2024*
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

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

- [7.](#) ASSISTANT COUNTY ADMINISTRATOR REPORT - *Hank Amundson- Special Assistant to County Administrator; and John Robinson, Assistant County Administrator*

AGENDA ITEMS

- [8.](#) 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 REQUIREMENTS OF SOUTH CAROLINA CODE OF LAWS - *Johnathan Sullivan, Chairman A-Tax Committee (State 2%)*

9. RECOMMEND APPROVAL TO COUNCIL 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 WAIVE \$712,750.52 BEAUFORT EXECUTIVE AIRPORT PAYABLE LOAN TO THE GENERAL FUND (**FISCAL IMPACT: If approved by Council, the finance department will amend Budget Ordinance 2024/25 to reflect the funding options selected by council**) - John Robinson, Assistant County Administrator
10. RECOMMEND APPROVAL TO COUNCIL 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 -Hank Amundson- Special Assistant to County Administrator
11. RECOMMEND APPROVAL TO COUNCIL 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**) - Hank Amundson, Special Assistant to the Administrator
12. DISCUSSION OF THE 2025 COMMITTEE AND COUNTY COUNCIL MEETING CALENDAR
13. BOARDS AND COMMISSIONS APPOINTMENTS & REAPPOINTMENTS
14. ADJOURNMENT

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



Finance, Administration, and Economic Development Committee

Beaufort County, SC

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

Monday, September 23, 2024

2:00 PM

MINUTES

COMMITTEE MEMBERS:

MARK LAWSON, CHAIRMAN
DAVID P. BARTHOLOMEW
YORK GLOVER

ANNA MARIA TABERNIK, VICE-CHAIR
GERALD DAWSON
JOSEPH F. PASSIMENT, EX-OFFICIO

1. **CALL TO ORDER**

Committee Chairman Lawson called the meeting to order at 2:03 pm

PRESENT

Committee Chairman Mark Lawson
Committee Vice-Anna Maria Tabernik
Council Member Gerald Dawson (2:52 pm)
Council Member Alice Howard
Council Member York Glover
Council Member Thomas Reitz (3:55 pm)
Council Member David Bartholomew (2:59 pm)
Chairman Joseph Passiment

ABSENT

Council Member Logan Cunningham
Council Member Paula Brown
Vice-Chairman Lawrence McElynn

2. **PLEDGE OF ALLEGIANCE**

Committee Chairman Lawson led the Pledge of Allegiance.

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

Committee Chairman Lawson noted that the public notification of this meeting 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 Committee Vice Chair Tabernik, seconded by Council Member Glover, to approve the agenda.

The Vote: The motion was approved without objection.

5. APPROVAL OF MINUTES- August 26, 2024

Motion: It was moved by Committee Vice Chair Tabernik, seconded by Council Member Glover, to approve the minutes from August 26, 2024.

The Vote: The motion was approved without objection.

6. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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

There were no citizen comments.

7. ASSISTANT COUNTY ADMINISTRATOR REPORT

Interim CFO, John Robinson reported that the finance department received a GFOA certificate of achievement for finance and reporting for last years budget.

Procurement code has third reading tonight and the finance department has been working on a travel, pcard, and procurement policy.

Valerie Althoff, Budget Manager, reported recent budget transfers within departments in the county.

Dave Thomas, Purchasing Director, reported that his Deputy Victoria Moyer received her CPPB Certification and introduced two new employees, a senior buyer and pcard administrator.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=154>

8. ARPA UPDATE

Hank Amundson, Special Assistant to the County Administrator gave the committee an ARPA update.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=907>

AGENDA ITEMS

9. **RECOMMEND APPROVAL TO COUNCIL 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. (FISCAL IMPACT: If approved by Council and the electorate, 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) - David Cheatwood, & Jeremy Cook

FY 25 General Obligation Bond issuance. Once 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 sources 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 the 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 the County's Financial Advisor and Bond Council to discuss bonding options. David Cheatwood, First Tyron 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 2024. The original bond issuance was planned for \$90.1 million dollars. Staff has worked to reduce the amount to \$70 million dollars.

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Glover to Recommend Approval to Council 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: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=1861>

10. ANNUAL DIRECT MARKETING ORGANIZATIONS (DMOs) PRESENTATION ACCOUNTING FOR FY 2024 STATE 2% ACCOMMODATIONS TAX ALLOCATION. PER BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 66, ARTICLE II, DIVISION 1, SECTION 66-30 -Brycen Campbell, Senior Accountant, Beaufort County Finance

DMO Representatives; Rob Wells, Greater Beaufort-Port Royal CVB and Arian Pernice, Hilton Head-Bluffton Chamber of Commerce presented their FY 2024 accounting of received state 2 % accommodations tax funds and explained the effects of the expended funds and how Beaufort County tourism has benefited from the marketing efforts.

For informational purposes only.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=2742>

11. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ADOPT AND IMPLEMENT THE LOCAL ACCOMMODATIONS TAX AND LOCAL HOSPITALITY TAX GRANT FUNDING POLICY - John Robinson, Acting CFO

Ordinance 2024/13 was adopted by County Council amending Chapter 66 Taxation, Article II Accommodations Tax Board, Division 1. Generally, and Division 2. Accommodations 3% tax and Ordinance 2024/15 was adopted by County Council amending Chapter 66 Taxation, Article V Hospitality Tax. On June

Finance, Administration, and Economic Development Committee – Beaufort County, SC

17, 2024, Council adopted by Ordinance, Appropriation of Funds for Fiscal Year 2024-2025 Generated by Local 2% Accommodations Tax and Hospitality Tax. The policy presented is the process by which Beaufort County will create an advisory board and award appropriate funds in accordance with Beaufort County Ordinance.

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard to Amend the Make Ip of the A/H Tax Advisory Committee to Include a Position for a Liasion from County Council and Increase the Public Participation From Three to Four.

The Vote: The motion was approved without objection.

Motion as Amended: It was moved by Council Member Glover, Seconded by Council Member Howard to Recommend Approval to Council of a Resolution Authorizing the County Administrator to Adopt and Implement the Local Accommodations Tax and Local Hospitality Tax Grant Funding Policy as Amended.

The Vote: The motion was approved without objection

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=4762>

12. DISCUSSION AND APPROVAL FOR THE BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION TO PURCHASE 500 ACRES FROM CHILTON TIMBER & LAND COMPANY. FISCAL IMPACT: \$13,070.00 / acre; \$6,535,000 total - John O'Toole, Executive Director, Beaufort County Economic Development Corporation

Beaufort County Economic Development Corporation (BCEDC) has negotiated to purchase a 500-acre tract of land for future economic development. Additionally, the BCEDC has coordinated with multiple entities in this process.

This 500- acre tract is a significant and strategic addition, offering great potential for economic development. The property is ideally suited for site selectors looking for opportunities to support large-scale projects with its access to I-95 and rail. After acquisition of the land, BCEDC will continue to secure grants and make improvements to the site regarding water/sewer and other infrastructure improvements. The State of South Carolina's Department of Commerce has committed funds towards due diligence (\$85,000) and funds towards purchase of this tract (\$300,000+). A grant for an additional \$400,000 was applied for in August.

In conjunction with the Open Land Trust and State Land Bank, BCEDC will coordinate its purchase agreement with the OLT and State Land Bank to preserve an additional 2400 +/- acres. BCEDC will enter a memorandum of understanding with the property owner recognizing that a public approval process is necessary and has initiated due diligence.

The BCEDC is working with the County's Legal Department on covenants that memorialize and document the projected uses for this acquisition and the ability for the County to retain the opportunity to own the property if the BCEDC ceases to exist. In order to preserve the County's position, the BCEDC's lender will require a statement support and request a direct payment on the resulting debt.

Motion: It was moved by Council Member Dawson, Seconded by Committee Vice Chair Tabernik, to Recommend Approval for the Beaufort County Economic Development Corporation to Purchase 500 Acres from Chilton Timber and Land Company.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=5393>

13. DISCUSSION AND APPROVAL FOR THE BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION TO PURCHASE 18.2 ACRES OF FULLY SERVED INDUSTRIAL LAND -134 PARKER DRIVE. (FISCAL IMPACT: \$460,000.00 - \$25,000 per acre) - John O'Toole, Executive Director, Beaufort County Economic Development Corporation

Beaufort County Economic Development would like to purchase 18.2 acres at 134 Parker Drive to hold for future economic development. The current parcel of land will be subdivided. This purchase will provide additional property, ready for development with infrastructure in place. This property is close to Beaufort Commerce Park and is being purchased at \$15,000 less than land nearby in the Beaufort Commerce Park.

Motion: It was moved by Council Member Glover, Seconded by Council Member Dawson to Recommend Approval for the Beaufort County Economic Development Corporation to Purchase 18.2 Acres of Fully Served Industrial Lane - 134 Parker Drive.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=6182>

14. RECOMMEND APPROVAL TO COUNCIL TO PLACE LAND PURCHASED BY PROJECT MICRO INTO AN EXISTING MULTI-COUNTY INDUSTRIAL PARK (FISCAL IMPACT: Allocation of revenue would be 99% to Beaufort County and 1% to Jasper County in the Beaufort County portion of the park and 99% to Jasper County and 1% to Beaufort County in the Jasper County portion of the park. This project would fall within the Beaufort County portion of the park) - John O'Toole, Executive Director, Beaufort County Economic Development Corporation

Placing properties into the Multi County Industrial Park will allow the company to take advantage of an additional \$1,000 job tax credit per net new job. These credits can be used towards the company's corporate income tax over a five-year period as long as their jobs are maintained.

Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest \$7.1 million to create 42 new jobs over the next 5 years.

Motion: It was moved by Council Member Dawson, Seconded by Committee Vice Chair Tabernik, to Recommend Approval to Council to Place Land Purchased by Project Micro into an Existing Multi-County Industrial Park.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=6431>

15. RECOMMEND APPROVAL TO COUNCIL TO ENTER IN TO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO (FISCAL IMPACT: Company will be offered equivalent to base FILOT – 6% over 20-year period) - John O'Toole, Executive Director, Beaufort County Economic Development Corporation

Providing a Special Source Revenue Credit (SSRC) to Project Micro. This SSRC will act as a base FILOT equivalent - allowing the company to pay the equivalent of a 6% tax rate over a 20-year period.

Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest \$7.1 million to create 42 new jobs over the next 5 years.

Due to the facility being existing versus new construction, they are not eligible for a FILOT agreement. In order to offer benefits on par with a base FILOT, the BCEDC would like to pursue a special source revenue credit that is the tax equivalent to a base FILOT - 6% tax rate over a 20- year period. This will be added to an existing MCIP with Jasper County.

Motion: It was moved by Council Member Dawson, Seconded by Council Member Glover to Recommend Approval to Council to Enter into a Special Source Revenue Credit Agreement with Project Micro.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=6706>

16. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT AN SC AERONAUTICS COMMISSION OFFICE GRANT FOR \$750,000 FOR HXD TERMINAL IMPROVEMENT PROJECT - Jon Rembold; Airports Director

Resolution 2022/25 directed staff to proceed with the terminal project.

June 2022: SC Senator Davis announced to County Council that this item was approved as a line item in the South Carolina Budget for FY2023.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting held on July 18, 2024.

This is a \$750,000 line item in the state's budget for the initial phase of terminal construction. It does not require a match, so there is no local fiscal impact. The grant documentation details the funding associated with this project. These funds, since they are a budget line item, can be drawn at one time and used in support of project invoices.

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Bartholomew to Recommend Approval to Council of a Resolution to Accept an SC Aeronautics Commission Office Grant for \$750,000 for HXD Terminal Improvement Project.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=6956>

17. RECOMMEND APPROVAL OF A CONTRACT CHANGE ORDER FOR AN ADDITIONAL \$10,958.49 IN FUNDING FOR THE COMPLETION AND CLOSEOUT OF THE FIRE STATION 34 PROJECT (FISCAL IMPACT: \$10,958.49 to be paid from Account # 4000-80-1330-54420 CIP Contingency Fund) - Hank Amundson, Special Assistant to the County Administrator

Station 34 in Okatie was brought to Public Facilities & Safety Committee for approval of an extension and budget approval in September 2023. Council approved a change order of \$195,191.75, and added \$101,793.00, bringing the total contract total to \$1,449,184.75.

The project team worked with the contractor to reach a substantial completion to achieve occupancy and satisfaction with the project.

The project did not officially close-out until later in the year due to generator deliver/install and a request by the County to receive final as-built plans from the contractor for future maintenance.

Upon receipt of final billing in late July, two final change orders, totaling \$10,958.49, were presented for unforeseen floor repair discovered in the final renovation process. After investigating, staff at the time authorized the action. These actions have been deemed legitimate by current staff and a 3rd party contractor. The Change order total is \$10,958.49.

Since the previous contingency was exceeded and the contract amount increased by Council in December, this final expense requires approval.

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Bartholomew to Recommend Approval of a Contract Change Order for an Additional \$10,958.49 in Funding for the Completion and Closeout of the Fire Station 34 Project.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=6956>

18. RECOMMEND APPROVAL TO COUNCIL THE DEMOLITION OF THE AGNES MAJOR COMMUNITY CENTER TO BE PERFORMED BY PUBLIC WORKS - *Hank Amundson, Special Assistant to the Administrator*

Beaufort County has issued an RFQ for Design-Build Services for a new Agnes Major Community Center and are currently interviewing firms for this work. In anticipation of this new construction, the old building must be demolished. The County plans to self-perform this demolition through public works and require committee and council approval to move forward as this is a Beaufort County facility.

Demolition at the existing Agnes Major Community Center will be the first phase of development for the design & construction of a new community center. Staff is currently interviewing the top two candidates for the design-build phase of the long-awaited project.

Motion: It was moved by Council Member Dawson, Seconded by Council Member Bartholomew to Recommend Approval to Council the Demolition of the Agnes Major Community Center to be Performed by Public Works.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=7257>

19. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A FACILITY USE AGREEMENT WITH THE BEAUFORT COUNTY SCHOOL DISTRICT - *Eric Brown, Parks and Recreation Director*

Beaufort County has an established Beaufort County Parks and Recreation Program with a goal to develop programs that enrich the lives of County citizens by providing exceptional, recreational and cultural programs and services. The Beaufort County School District promotes a well-administered and comprehensive athletic program that is believed to be essential to young people's overall development, and where its well-designed athletic program meets the needs of a diverse student population. The parties desire to enter into a Facility Use Agreement in order to allow for the use of athletic fields owned by both parties. This will provide a greater number of athletic fields resulting in the scheduling of practices and games at times which are beneficial to students and more accommodating to all citizens.

Motion: It was moved by Council Member Bartholomew, Seconded by Committee Vice Chair Tabernik to Recommend Approval to Council of a Resolution Authorizing the County Administrator to Enter into a Facility Use Agreement with the Beaufort County School District.

The Vote: Motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=7369>

20. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION ADOPTING THE BEAUFORT COUNTY SOCIAL MEDIA GUIDELINES - *Hannah Nichols, PIO*

There are approximately 25 social media pages across 10 departments currently being utilized by Beaufort County departments for public outreach and communication. While a policy is in place through the

Beaufort County Employee Handbook to guide social media use on personal pages, no such guiding document is in use for County-run social media platforms. By implementing a Policy establishing best-practices and guiding principles our social media channels can strengthen our brand authenticity and improve communication with the public.

Motion: It was moved by Chairman Passiment, Seconded by Council Member Dawson to Amend the Title from Beaufort County Social Media Guidelines to Beaufort County Social Media Policy.

The Vote: The motion was approved without objection.

Motion: It was moved by Chairman Passiment, Seconded by Council Member Howard to Recommend Approval to Council of a Resolution Adopting the Beaufort County Social Media Guidelines as amended.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=7720>

21. BOARDS AND COMMISSIONS APPOINTMENTS & REAPPOINTMENTS

(Taken Together)

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Howard to Recommend Approval of the Appointment of Elizabeth Camputaro to the Parks and Recreation Board for a Four-Year Term with the Expiration Date of September 2028.

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Howard to Recommend Approval of the Appointment of John Holak to the Lowcountry Regional Transportation Authority for a Partial Term with the Expiration Date of February 2025.

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Howard to Recommend Approval of the Appointment of Constance Hope Cunningham to the Keep Beaufort County Beautiful Board for a Partial Term with the Expiration Date of February 2026.

Motion: It was moved by Committee Vice Chair Tabernik, Seconded by Council Member Howard to Recommend Approval to Recommend Approval to the Governors Office for the Appointment of Faye Patrick Alston to the Disabilities and Special Need Board for a Four-Year Term with the Expiration Date of September 2028.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315776?ts=7905>

22. ADJOURNMENT

4:16 pm

Ratified:

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ADD-ONS

ADD-ONS

Item 7.

American Rescue Plan Act

UPDATE

Original Award & Allocation

Beaufort County was awarded \$37,317,446

County Council Approved the receipt of the Funds and Approved Uses Categories in February of 2022.

Timelines

- ▶ Funds must be obligated by December 31, 2024
- ▶ Funds must be expended by December 31, 2026

What Remains?

▶ Health Department Relocation	\$ 3,000,000
▶ Appraisal Underway-Going to Council Tonight	
▶ Community Centers	\$ 2,929,860
▶ Contract to Committee Today	
▶ Broadband Initiative	\$ 400,000
▶ RFP is out & Pre-Bid Meeting Thursday	
▶ Contract to Council in November	
▶ National Parks Signage Program	\$ 350,000*
▶ Contract Coverage	\$ 740,860
▶ Totals	\$ 7,420,720

What Remains Tomorrow?

▶ Broadband Initiative	\$ 400,000
▶ RFP is out & Pre-Bid Meeting Thursday	
▶ Proposals due	
▶ Contract to Council in November	
▶ National Parks Signage Program	\$ 350,000
▶ Possible Public Safety Initiative w/ Sheriff	
▶ Totals	\$ 750,000

“What if” scenarios

▶ **SCDHEC BUILDING PURCHASE FALLS THROUGH...AGAIN**

▶ How will we use the \$3,000,000?

▶ Fully Fund Housing Trust \$2,323,604

▶ Reimburse General Fund for Eligible Purchases

▶ Buckwalter Property \$3.2M

▶ TCL Properties \$1.2M

Beaufort County's FY 25 BUDGET TRANSFER RECAP

Valerie Althoff
Budget Manager



FY 25 BUDGET TRANSFER TRACKING

October 2024 Update

DATE	DEPARTMENT	FROM ACCOUNT	FROM ACCOUNT DESCRIPTION	TO ACCOUNT	TO ACCOUNT DESCRIPTION	AMOUNT	JUSTIFICATION	REVISED BUDGET FROM	REVISED BUDGET TO
10/1/2024	SWR	5010-90-1340-51160	Professional Services	5010-90-1340-54100	SITE DEVELOPMENT	\$70.00	Requesting to transfer \$69.98 from professional services to site development in order to do a change order on the Becker PO 20250447.	\$692,532.00	\$460,945.00
10/2/2024	HHI Airport	5400-90-0000-54200	CAPITAL EQUIPMENT	5400-90-0000-51990	MISCELLANEOUS EXPENDITURE	\$113,000.00	We are requesting your approval for a budget transfer to cover an unscheduled FAA Inspection-related penalty. The GL account 5400-90-0000-51990 currently holds a balance of \$5,000.00, and we need to allocate funds for the impending expense.	\$593,556.00	\$118,000.00
10/2/2024	Stormwater	5025-90-9020-54200	CAPITAL EQUIPMENT	5025-90-9020-54000	VEHICLES	\$400,000.00	Vac Truck funding with Aquip on PO 20240675 was closed out for FY2024. We didn't receive the equipment prior to year end close for FY2024 and funds wasn't carried over.	\$281,000.00	\$1,141,000.00
10/3/2024	PUBLIC WORKS	1000-30-1301-51170	NON PROFESSIONAL SERVICES	1000-30-1301-54400	Land Acquisition	\$10,000.00	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. Middlton 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.	\$490,000.00	\$10,000.00
10/8/2024	AIRPORTS	5100-90-0000-51130	REPAIRS TO BUILDING	5100-90-0000-51300	VEHICLE MAINTENANCE SERVICES	\$3,000.00	The GL account 5100-90-0000-51300 currently has a balance of \$1,074.96. We kindly request your approval for a budget transfer to cover upcoming invoices. Beaufort Executive Airport (ARW) faces aging equipment challenges, leading to unanticipated maintenance costs until the equipment can be replaced.	\$42,700.00	\$4,500.00
10/9/2024	ENGINEERING	1000-20-1243-51160	Professional Services	1000-20-1243-51310	Dues and Subscriptions	\$1,000.00	INCREASE IN BUDGET DUE TO INCREASE IN STAFF AND THEIR PROFESSIONAL DEVELOPMENT NEEDS.	\$199,000.00	\$2,500.00
10/9/2024	Sheriff	2257-20-0000-54000-SEIZE	VEHICLE PURCHASES	2257-20-0000-57700-SEIZE	TRUST FUNDS DISBURSED	\$15,000.00	Confidential	\$15,000.00	\$15,000.00
10/14/2024	SWR	5010-90-1340-51160	Professional Services	5010-90-1340-51310	Dues and Subscriptions	\$1,000.00	Request to move funds from professional services to dues and subscriptions to cover SSDN membership and additional FY25 invoices for this account.	\$691,532.00	\$3,000.00

QUESTIONS?



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

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

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 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 COUNCIL

AGENDA ITEM SUMMARY

Item 9.

ITEM TITLE:

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 waive \$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 waive \$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 \$3,200,000 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



BEAUFORT COUNTY FLEET MANAGEMENT

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Item 9.

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.



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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.



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Item 9.

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)



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Item 9.

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



BEAUFORT COUNTY FLEET MANAGEMENT

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Item 9.



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



BEAUFORT COUNTY FLEET MANAGEMENT

120 Shanklin Road
 Beaufort, South Carolina 29906
 (843) 255-6415
www.beaufortcountysc.gov

\$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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Item 9.

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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Item 9.

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
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	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

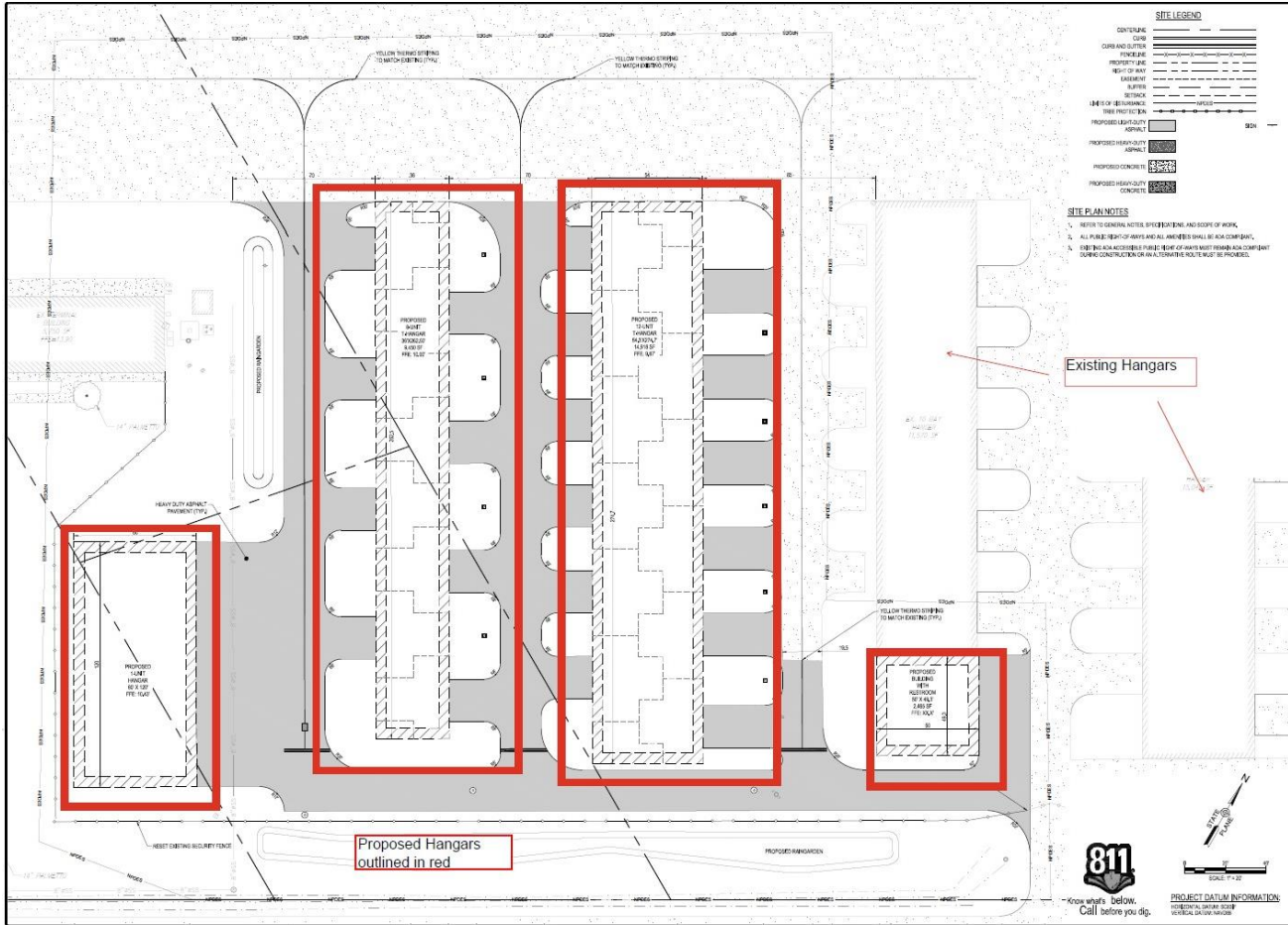
¹ As of September 10, 2024, the US Discount Rate is at 5.50%. This is higher than the long-term average of 2.18%. For the purposes of this analysis, we have applied a U.S 30-year treasury yield for the discount rate given the life of the assets involved and the low risk associated with the project. The 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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

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: ETP+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 11.

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

Item 11.



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

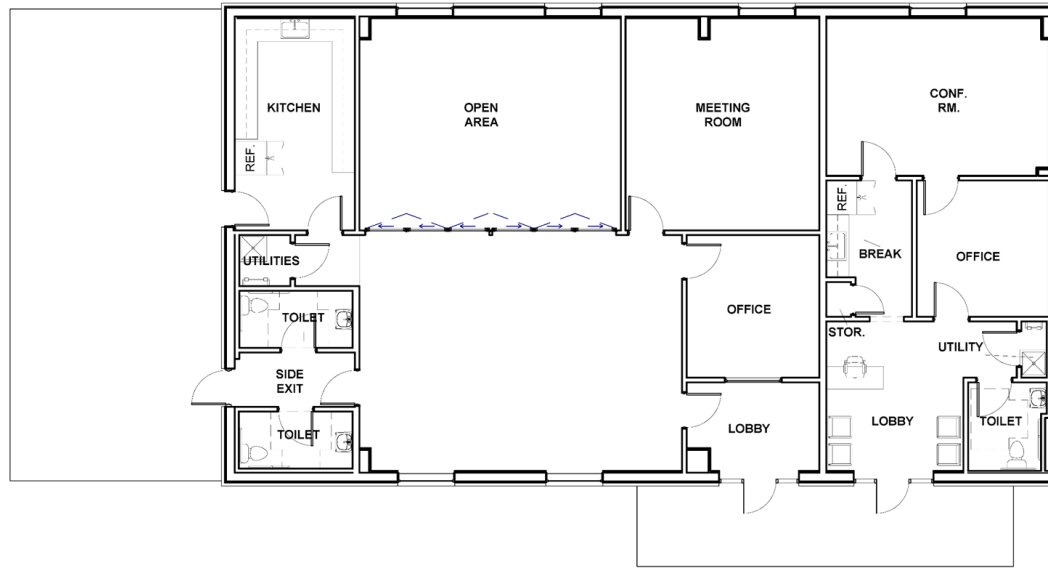
- Asphalt
- Concrete Apron

8954.9 sq ft
739.6 sq ft

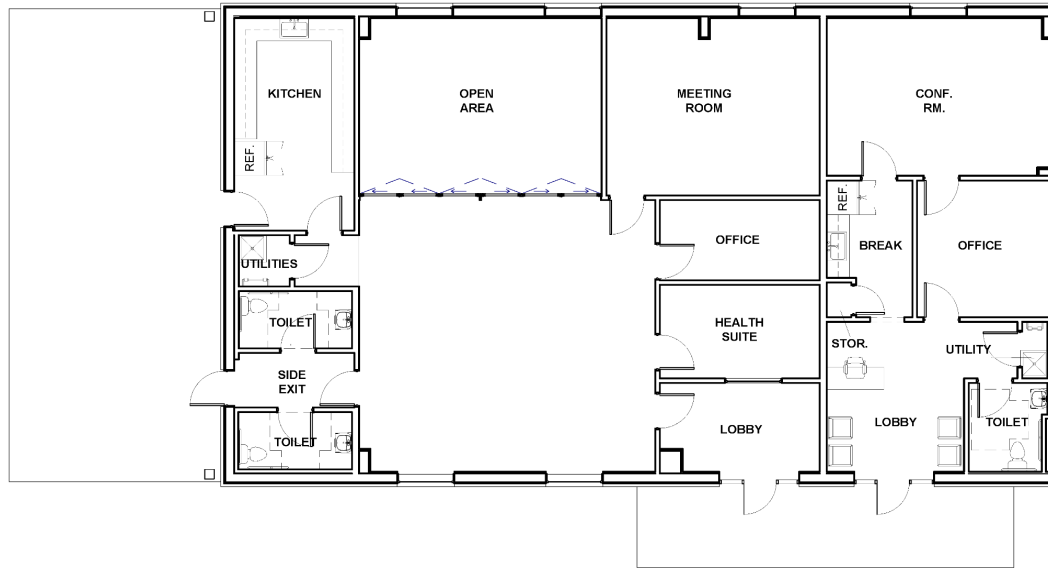
50 ft.

Exhibit B

Item 11.



ORIGINAL FLOOR PLAN



REVISED FLOOR PLAN

- Added Health Suite

Exhibit B

Item 11.



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
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, 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	

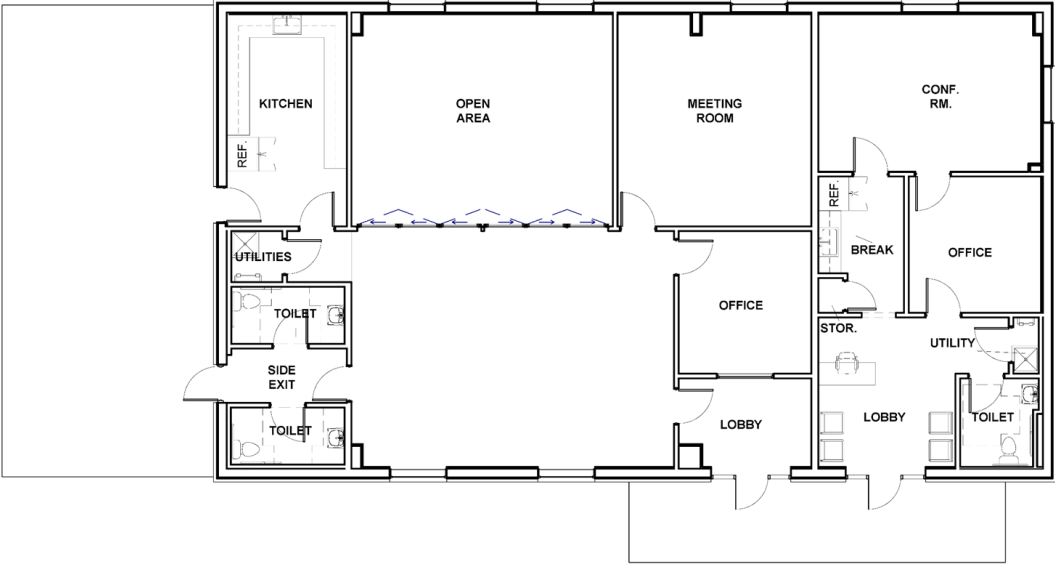


Wesley Felix Community Center Conceptual Site Layout

-  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: _____

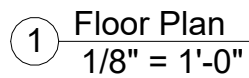
RFP#: _____ TITLE: _____

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



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
01/06/25 (Mon)	10:00AM	OATH OF OFFICE & SWEARING IN CEREMONY	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
03/17/25 (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
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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
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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
		1	2	3	4	5
6	7	8	9	10	11	12

July			
07/04/25 (Fri)		Independence Day - County Offices Closed	HOLIDAY
07/14/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	Tu	W	Th	F	Sa
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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
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)	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
10/27/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	PF & S
10/27/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

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November 2025						
Su	M	Tu	W	Th	F	Sa
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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
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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			

November			
11/10/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
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			
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
01/01/25 (Wed)		County Offices Closed	HOLIDAY
01/06/25 (Mon)	10:00AM	OATH OF OFFICE & SWEARING IN CEREMONY	COUNCIL
01/13/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
01/13/25 (Mon)	6:00PM	COUNTY COUNCIL - St. Helena Library	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

02/10/25 (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
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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
03/17/25 (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)	6:00PM	COUNTY COUNCIL - Burton Wells	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
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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
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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
		1	2	3	4	5
6	7	8	9	10	11	12

July			
07/04/25 (Fri)		Independence Day - County Offices Closed	HOLIDAY
07/14/25 (Mon)	6:00PM	COUNTY COUNCIL - Buckwalter	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30
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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

September 2025

Su	M	Tu	W	Th	F	Sa
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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
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October

10/13/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
10/13/25 (Mon)	6:00PM	COUNTY COUNCIL -Hilton Head Library	COUNCIL
10/20/25 (Mon)	3:00PM	PUBLIC FACILITIES AND SAFETY	PF & S
10/27/25 (Mon)	3:00PM	FINANCE, ADMINISTRATION, & ECONOMIC DEVELOPMENT	PF & S
10/27/25 (Mon)	5:00PM	COUNTY COUNCIL	COUNCIL

County Council of Beaufort County

2025 Meeting Schedule

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November 2025						
Su	M	Tu	W	Th	F	Sa
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December 2025						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November			
11/10/25 (Mon)	3:00PM	COMMUNITY SERVICES AND LAND USE	CS & LU
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			
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

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

Stormwater Management Utility Board - REAPPOINTMENT

RECOMMEND APPROVAL OF THE REAPPOINTMENT OF **PATRICK MITCHELL** TO THE STORMWATER MANAGEMENT UTILITY BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF OCTOBER 2028.

- ❖ DISTRICT 2
- ❖ TERM TO BE SERVED: 4th - VOTE NEEDED: 10/11

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