



**County Council of
Beaufort County
Finance Committee
Meeting**

Chairman
CHRIS HERVOCHON

Vice Chairman
MARK LAWSON

Committee Members
GERALD DAWSON
STU RODMAN
PAUL SOMMERVILLE

Interim County Administrator
ERIC GREENWAY

Clerk to Council
SARAH W. BROCK

Staff Support
RAYMOND WILLIAMS
WHITNEY RICHLAND

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Finance Committee Agenda

Monday, December 14, 2020 at 1:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

ALL OF OUR MEETINGS ARE AVAILABLE FOR VIEWING ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV AND CAN ALSO BE VIEWED ON HARGRAY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

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 – November 16, 2020
6. UPDATE FROM CHIEF FINANCIAL OFFICER, WHITNEY RICHLAND REGARDING THE CAFT AUDIT, 2020 CARRYOVER BUDGET AND YEAR TO DATE FINANCIALS.

DISCUSSION ITEMS

7. DISCUSSION OF THE SHERIFF FEES COLLECTED FROM THE TOWN OF HILTON HEAD ISLAND BY BEAUFORT COUNTY FOR THE FISCAL YEARS 2006-2020.
8. DISCUSSION OF POSSIBLE DEFERENCE OF FUNDING TO THE BEAUFORT COUNTY BLACK CHAMBER OF COMMERCE
9. DISCUSSION ON THE ONE-TIME CASH-OUT OF PAID LEAVE POLICY
10. DISCUSSION OF THE POTENTIAL CASH FLOW SHORTAGE DUE TO THE PROPERTY TAX BILLS NOT BEING MAILED TIMELY

ACTION ITEMS

11. FIRST READING OF AN ORDINANCE TO ISSUE A TAX ANTICIPATION NOTE (TAN) DUE TO A DELAY TAX COLLECTIONS. (Time Sensitive- December 14th Council Action)
12. EMERGENCY MEDICAL SERVICES (EMS) CONTRACT AWARD RECOMMENDATION TO PURCHASE ONE NEW 2020 AMBULANCE FROM THE HGAC BUY COOPERATIVE CONTRACT. (Time Sensitive- December 14th Council Action)

- [13.](#) RECOMMENDATION FOR CONTRACT AWARD FOR INTERNAL AUDITING SERVICES FOR BEAUFORT COUNTY TO ELLIOTT DAVIS, COLUMBIA, SC
 - [14.](#) HILTON HEAD ISLAND AIRPORT (HXD) - CONTRACT EXTENSION – SOUTHERN PALMETTO LANDSCAPES, INC.
 - [15.](#) ORDINANCE FOR A STATE ACCOMMODATIONS TAX BUDGET AMENDMENT
 - [16.](#) [CONSIDERATION](#) OF AN ORDINANCE REGARDING A TEMPLATE FOR REPORTING BY THE DMO’S AND CHAMBERS RELATED TO REVENUES AND EXPENDITURES
-

BOARDS AND COMMISSIONS

- [17.](#) CONSIDERATION OF THE APPOINTMENT OF LESLIE ADAMS FLORY TO THE AIRPORTS BOARD
-

CITIZEN COMMENTS

- 18. CITIZENS COMMENTS WILL BE ACCEPTED IN WRITING AT PO DRAWER 1228, BEAUFORT SC 29901 OR BY WAY OF OUR PUBLIC COMMENT FORM AVAILABLE ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV
- 19. ADJOURNMENT



**County Council of
Beaufort County
Community Services
Committee Meeting**

Chairman

CHRIS HERVOCHON

Vice Chairman

MARK LAWSON

Committee Members

GERALD DAWSON
STU RODMAN
PAUL SOMMERVILLE

**Interim County
Administrator**

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Finance Committee Minutes

Monday, November 19, 2020 at 2:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05] THIS MEETING WILL BE CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO COMMENT DURING THE MEETING DURING FACEBOOK LIVE

CALL TO ORDER

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

PRESENT

Committee Chairman Hervochoch
Committee Vice-Chairman Lawson
Council Member Passiment
Council Member Sommerville
Council Member Covert
Council Member Dawson
Council Member Rodman
Council Member Glover
Council Member McElynn

ABSENT

Council Member Howard

CALL TO ORDER

Committee Chairman Hervochoch called the meeting to order at 2:00 p.m.

PLEDGE OF ALLEGIANCE

Committee Chairman Hervochoch led the Pledge of Allegiance.

FOIA

Committee Chairman Hervochoch noted that the Public Notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Flewelling, seconded by Council Member Dawson to approve the agenda. The vote: Unanimous without objection. The motion passed. 10:0

APPROVAL OF MINTUES- October 19, 2020

Motion: It was moved by Council Member Flewelling, seconded by Council Member Dawson to approve the minutes from October 19, 2020. The Vote: Unanimous without objection. The motion passed. 10:0

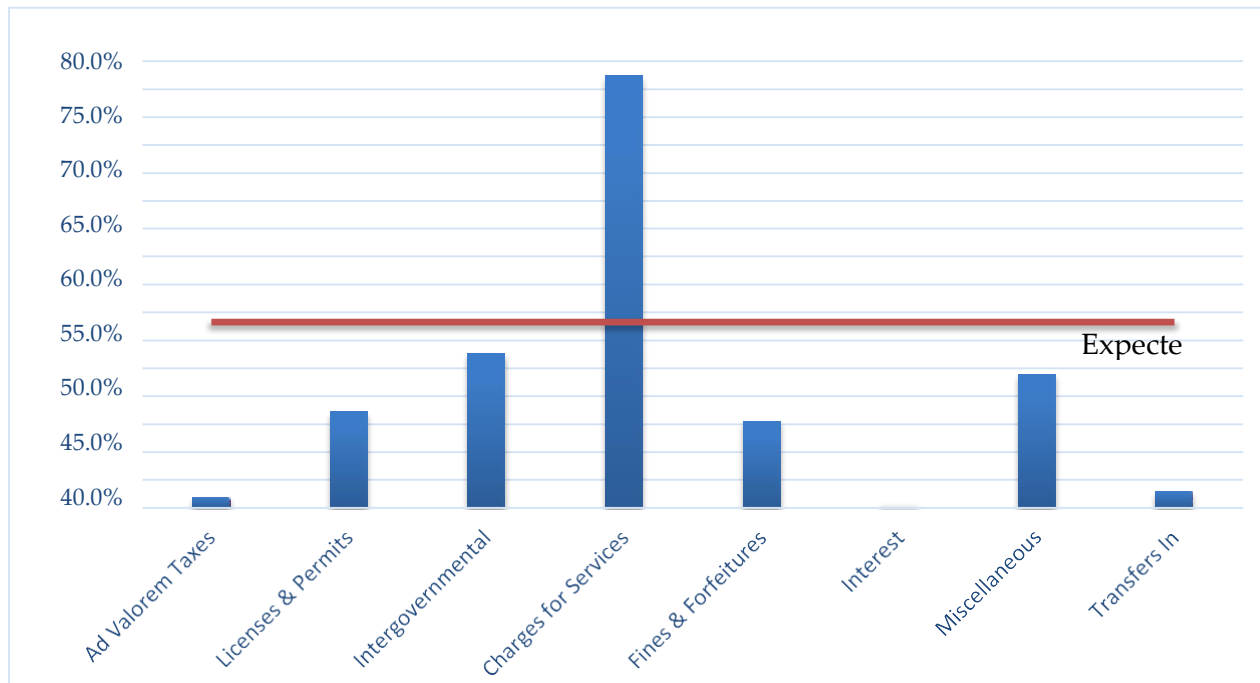
CFO REPORT- DISCUSSION AND PRESENTATION OF YEAR TO DATE FINANCIAL STATEMENTS OF THE GENERAL FUND FOR FY2021.

Whitney Richland, Chief Financial Officer, presented and discussed the year to date financial statements of the General Fund for FY2021.

Executive Summary of Revenues and Expenditures through October 31, 2020.

General Fund Revenues

Budget:	\$130,300,431
Revenue Collected to Date:	\$12,150,397
Revenue Remaining to be Collected:	\$118,150,034
Percent of Total Budget Collected:	9.32%
Percent of Year Completed	33.3%



Revenue Analysis

Function	Budget	To Date	% Received	% Year Completed
Ad Valorem Taxes	\$106,217,968	2,019,306	1.9%	33.3%
Licenses & Permits	\$3,244,160	556,997	17.2%	33.3%
Intergovernmental	\$9,058,838	2,507,556	27.7%	33.3%
Charges for Services	\$8,862,160	6,859,127	77.4%	33.3%

Fines & Forfeitures	\$749,500	116,285	15.5%	33.3%
Interest	\$442,805	3,570	0.8%	33.3%
Miscellaneous	\$180,000	42,990	23.9%	33.3%
Transfers In	\$1,545,000	44,565	2.9%	33.3%

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

Ad Valorem Taxes: Year to date are mostly Delinquent Collections. Revenues lagging because bills not sent yet.

Licenses & Permits: This revenue primarily arrives in January.

Intergovernmental: No Homestead Exemption received yet due to delayed tax bills.

Charges for Services: Register of Deeds having a record year due to real estate transactions.

Fines & Forfeitures: Delayed re-opening of the courts.

Interest: This allocation is performed at year end.

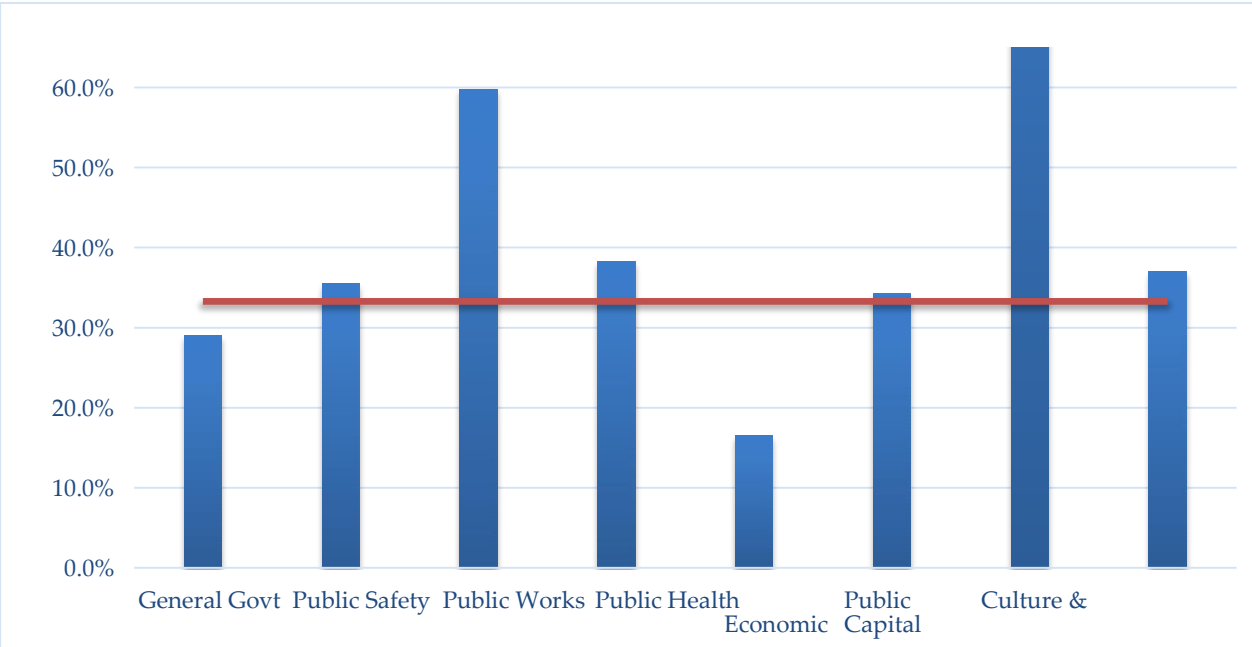
Miscellaneous: Sales of County property have not occurred.

Original Budget:	\$130,300,430
Carryover from FY 2020:	\$1,352,447
Total FY 2021 Budget:	\$131,652,877

Actual Expenditures to Date:	\$38,219,128
Encumbrances:	\$10,554,764
Total Exp'd & Enc'd to Date:	\$48,773,892
Budget Remaining:	\$82,878,984

Percent of Total Budget Exp'd & Enc'd:	27.9%
Percent of Year Completed:	33.3%

Transfers In: These are done on a quarterly basis and will not follow an equal distribution over the ye



Expenditure Analysis

Function	Budget	To Date	% Exp'd & Enc'd	% Year Completed
General Government	\$43,758,593	12,683,185	29.0%	33.3%
Public Safety	\$51,471,577	18,286,573	35.5%	33.3%
Public Works	\$17,072,908	10,212,004	59.8%	33.3%
Public Health	\$3,751,392	1,436,101	38.3%	33.3%
Public Welfare	\$708,261	116,706	16.5%	33.3%
Culture & Recreation	\$13,475,265	4,613,480	34.2%	33.3%
Other	\$508,594	675,546	132.8%	33.3%
Capital Projects	\$906,286	750,296	82.8%	33.3%

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

Public Works: Facilities Management and Solid Waste Administration trending high but mostly due to PO's for contracted services. Ok. Should level out over the fiscal year.

Public Welfare: Funds awaiting award. The "Together for Beaufort" payment will be paid in November.

Other: Use of fund balance for the Beaufort County Economic Development Corporation from escrow funds.

Capital Projects: Capital Outlays do not assume an equal distribution over the fiscal year.

ACTION ITEMS

Contract award recommendation for RFP#030520 to provide photocopier/multifunction printer lease and print management services to Beaufort County.

Discussion: Dave Thomas, Purchasing Director, stated that the purchasing department issued a request for proposal to qualified vendors for photocopier/multifunction lease services for various Beaufort County Departments, which includes print management services for desktop printers. Beaufort County is currently under contract with ABR Digital Office Solutions, which provides a cost per copy maintenance contract and rental lease fee for approximately 97 multifunction copiers and 85 desktop printers. Each vendor was given a list of our current machines and as part of the RFP; they were required to provide their best solution to our needs and requirements. The RFP requested that the vendors provide a multifunction photocopier/printer lease program that will require services for supply and maintenance. Under the resulting contract, the contractor will be required to provide and install the recommended copiers/printers, provide all consumables (excluding paper/staples) and maintain all copiers/printers. The initial contract term will be for three years with the option to extend the contract for an additional two years, subject to mutual agreement by both the County and the vendor. The evaluation committee consisted of four Beaufort County staff members; Patrick Hill, Chief Information Officer, Heather Haase, Computer Support Specialist, Chanel Lewis, Finance Supervisor, and Shakeeya Polite, IT Project Manager. Beaufort County received five responses to the RFP, evaluated all the responses, and interviewed all firms.

Mr. Thomas mentioned that due to the current COVID 19 situation, the evaluation process has taken longer to complete than normal. After the interviews, the evaluation committee requested the best and final offers from the interviewed firms and completed the evaluation ranking on September 28, 2020. The evaluation committee thoroughly reviewed all of the proposed offers and unanimously selected and ranked ABR as the number 1 ranked firm. The final ranking is as follows: 1) ABR Digital Office Solutions, Savannah, GA 2) Saulisbury Business Machines, Beaufort, SC 3) Canon Solutions America, Savannah, GA 4) Ricoh, Monks Corner, SC 5) The Office People, Charleston, SC.

The lease and maintenance contract is paid by various departments. Staff's recommendation is a new three-year contract amount of \$509,469.48 to County Council for ABR Digital Solutions to provide the aforementioned services for Beaufort County.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Dawson to approve the contract award recommendation to ABR Digital Solutions in the amount of \$509,469.48 for RFP #030520 to provide photocopier/multifunction printer lease and print management services to Beaufort County. The Vote: Unanimous without objection. The motion passed. 10:0.

Forward to County Council.

2119-1808 Work Authorization of Airport Mitigation and Summit Drive Mitigation- CA Amendment 1.

Discussion: John Rembold, C.M. Airports Director

Mr. Rembold explained that Since the project involved mitigation tree planting, there is a monitoring and maintenance requirement of three years. The original FAA grant is being closed but the FAA has approved the inclusion of this task in another grant. due to the unexpected issues with some of the landscaping, more inspection and oversight are needed, therefore, the amendment to address the schedule and budget. This amended work authorization has been funded 100% by the FAA.

Motion: It was moved by Council Member Passiment, seconded by Council Member Flewelling to approve 2119-1808 Work Authorization of Airport Mitigation and Summit Drive Mitigation- CA Amendment 1. The Votes: Unanimous without objection. 10:0.

Contract between Coastal Empire Mental Health and Detention Center.

Discussion: Phil Foot, Assistant County Administrator for Public Safety.

Mr. Foot explained that this is for an annual contract which cost \$55,000.00 and provides 20 hours of service.

Council Member Glover asked if there are any reports from mental health regarding how many patients are being seen?

Mr. Foot stated that they do report to the administration at the detention center.

Council Member Glover wanted to know if that information can be provided to him and if they do anything to further help the clientele.

Mr. Foot stated that with the constant revolving of inmates in the detention center, not everyone is a mental health patient but they do provide referrals.

Council Member Covert asked if 20 hours was enough for the treatment needed in the detention center?

Mr. Foot explained that they fought hard to get just the 20 hours in our facility. Years ago the detention center would have to make the assessment and take them to coastal. Transporting any inmate outside the facility would be a danger so it was best to provide contracted services inside the facility. 20 hours is not enough, they could use a lot more hours but they will take what they can get, Coastal doesn't have the manpower to provide the detention center with someone fulltime in the facility.

Motion: It was moved by Council Member Covert, seconded by Council Member Glover to approve the contract between Coastal Empire Mental Health and Detention Center. The Votes: Unanimous without objection. The motion passed. 10:0.

Approved at Committee Level.

Resolution for grant match for the Military Installation Resilience Project.

Discussion: Whitney Richland, CFO spoke regarding the primary goal of the project, that it is to determine what changes and improvements to the area's infrastructure are needed, and then how to feasibly and realistically implement those recommendations in order to ensure that MCAS Beaufort and MCRD Parris Island are able to continue their operations successfully. Although it may not be possible to contain natural disasters and long-term conditions such as sea level rise, it is possible to plan and make changes in physical structures and in procedures in order to safely accommodate

and prevent damage, and even potential loss of mission, which could ultimately result in closure. LCOG is requesting a local grant match in the amount of \$23,757 over two years in the amount of \$11,878 each

year for the military resilience project grant. This was not a budget item and would need to come from the County Council Administrator's contingency funds at \$5,939.25 each.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve a resolution for a grant match for the Military Installation Resilience Project. The Vote: Unanimous without objection. The motion passed. 10:0

Accommodation Tax (State 2%) Board Recommendations to Tourism-Related Organizations

Discussion: Dick Farmer, Chairman of the Accommodations Tax (State 2%) Board spoke regarding State ATax funds in the budget amount of \$260,000.00 will be awarded to grant applicants. The Chairman of the State Accommodations Tax is requesting an additional \$240,000.00 in funding for a total amount to award for FY2021 of \$500,000.00. The reasoning behind the increase is due to the first quarter payment from South Carolina was \$416,300.00 which was slightly less than the original \$425,000.00 budgeted for State A Tax Revenues for the entire year. Finance staff believes State Accommodations tax revenue will be comparable to the amount received last FY approximately \$800,000.00. Staff recommends for an approved budget amount and the additional award of \$240,000.00.

See agenda back up material for awards.

Council Member McElynn asked if there was an award for the Reconstruction Era National Historic Park Network?

Mr. Farmer stated that the County was not the appropriate funding source for the project.

Council Member Covert asked who had oversight on these monies?

Mr. Williams replied that the oversight on this is the State Accommodations is Dick Farmer and his committee. Not through the County Committee.

Council Member Covert asked Mr. Farmer if any receipts were received from last year's recipients?

Mr. Farmer stated that they do received receipts.

Council Member Covert also asked if the Black Chamber of Commerce and Greater City of Beaufort were a DMO or under contract?

Committee Chairman Hervochon stated that they are having to go through the RFP process.

Mr. Williams mentioned that these are additional awards and not included in the statutes awarded to DMO through the local H-Tax.

Council Member McElynn asked what the source was for the funding on December 31, 2020?

Mr. Williams stated that is comes from SCDOR and Hospitality fund.

Council Member Glover mentioned that it was previously stated this wasn't the appropriate venue for Brick Baptist Church and wanted to know if they will qualify for the December deadline for the local accommodation tax?

Mr. Williams stated that entities 14-16 would meet statute requirements to come back and apply for the December deadline for the local accommodation tax.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Glover to approve the accommodations tax (state 2%) board recommendations to tourism-related organizations and the request for an additional awarded amount of \$240,000.00. The Vote: Unanimous without objection. The motion passed 10:0.

Expenditure authorization for reconciliation services by Holland and Bromley.

Discussion: Whitney Richland, CFO spoke regarding the reconciliation services stating that during November 2019 the bank accounts were converted from BB&T to Wells Fargo. During the conversion eight highly complex bank accounts were combined into one bank account. Monthly reconciliations became increasingly difficult for staff to process on a

timely basis. The issues were discussed with the County's current auditor and they recommended Holland, Bromely, Barnhill & Brett LLP. Holland and Bromley was engaged by the County Administrator to assist the Finance Staff with reconciliations through June 30, 2020 and they were to provide recommendations and best practices to avoid any issues in the future.

The project evolved into a much larger and complex engagement than originally intended. The County Administrator's threshold has been exceeded and an additional \$10,400.00 is needed to finalize the engagement. Currently Finance and the Treasurer are working together to make improvements to the system in order for an easier reconciliation process. The Treasurer will be opening new accounts in order to make the reconciliation process easier. Finance staff and Treasurer's staff are having weekly meetings to discuss and identify reporting issues. Preventative measures are being implemented so this does not recur.

Council Member Flewelling stated that he was concerned with taking a step with this consolidation without the ramifications of the consolidation and asked if would be advisable to separate and asked what the ramifications would be?

Mrs. Richland stated that the Treasurer has the authorization to open and close the accounts, the staff met with her and asked that the separate accounts be open and broken back out and reconciled weekly.

Motion: It was moved by Council Member Glover, seconded by Council Member Flewelling to authorize the expenditure for reconciliation services by Holland and Bromley. The Vote: Unanimous without objection. The motion passed 10:0

DISCUSSION ITEMS

Discussion Debt Book Software.

Discussion: Whitney Richland, CFO spoke regarding the Debt Book Software stating that the software would be a significant help with the reporting of bond issuances. It would serve as a repository for bond documents, and lease documents. It will help with current disclosures for the CARF. It will also be ready for the GASB 87 documentation. There is a \$3,000.00 fee for onboarding, then the first year would be free. The current fee for succeeding years would be \$12,000 and would be budgeted for in the FY 2022 budget.

Update on Carryover Budget 2021 Expenditures.

Discussion: Whitney Richland, CFO provided an update on the Carryover Budget.

See agenda's backup material for expenditures.

Update on the Internal Auditor.

Discussion: Whitney Richland, CFO provided an updated regarding the internal auditor stating that the County had an RFP for the Internal Audit. The County met with both proposing firms on 10/9/20 to narrow the scope and again on 10/30/20 so she could meet both firms and ask additional questions. The Staff Review team will score each responsive firm and make a recommendation to the Finance Committee for award in December. The companies Baker Tilly and Elliot Davis updated their pricing for services. The bids should be ready by the next Finance Committee meeting in December.

CAFR Audit Discussion.

Discussion: Whitney Richland, CFO updated the committee on the timeline of the CAFR mentioning that the audit firm, Mauldin and Jenkins, requested a long list of documents needed to perform the audit. Finance staff are working to compile all documentation and discussions with the audit partner for the engagement are occurring weekly. Tentatively, Mauldin and Jenkins should begin their fieldwork mid-November. They have stated they will assign the requisite number of staff to the engagement in order to meet the 12/31/20 completion date. However, they have been very forthcoming that factors such as the need for additional testing or extended procedures due to staff changes,

complicated transactions and new debt issuances could cause a delay. Beaufort County staff will do everything possible to help meet this deadline.

Discussion of the Budget Cycle.

Discussion: Whitney Richland, CFO stated that the County is currently searching for a Budget Director to assist in the preparation of the FY2022 line item budget.

Discussion for Chamber submissions of expenditures related to accommodations and hospitality tax awards.

Discussion: County Council has had numerous discussions about the submissions from DMO's and chambers. The Finance Committee has a preferred template for review.

Committee Chairman Hervochon presented the template.

BOARDS AND COMMISSIONS

Consideration of the re-appointment of Richard Stewart and Olivia Young to the Accommodations Tax Board.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Passiment to approved the re-appointment of Richard Stewart and Oliva Young to the Accommodations Tax Board. The Vote: Unanimous without objection. The motion passed. 10:0.

Consideration of the following re-appointments to the Airports Board: Anne Esposito, Howard Ackerman, Christopher Butler, Dan Ahern and Brian Turrisi.

Motion: It was moved by Council Member Passiment, seconded by Council Member Flewelling to reappoint the following to the Airports Board: Anne Esposito, Howard Ackerman, Christopher Butler, Dan Ahern and Brian Turrisi. The Vote: Unanimous without objection. The motion passed. 10:0.

EXECUTIVE SESSION

Land Acquisition Proposal through Rural and Critical Land Program- Project 2020A

Motion: It was moved by Council Member Glover, seconded by Council Member Howard to go into Executive Session. The Vote: Unanimous without objection. The motion passed. 11:0.

Matters Arising Out of Executive Session

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to add \$12,500 to the original project 2020A because of a recalculation of percentages of interest from a purchase that was made in 2020. The Vote: Unanimous without objection. The motion passed. 11:0.

CITIZEN COMMENTS

Committee Chairman Hervochon read a comment from Lisa Laking.

Council Member Rodman asked for a point of order, rules of public comment do not allow for members of Council to be attacked and asked that the comment not be read any further.

Comment from Vallie Bubak was roughly the same and was not allowed to be read according to Committee Chairman Hervochon.

ADJOURNMENT

The meeting adjourned at 3:34 pm.

Ratified by Committee:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>CAFR Audit Discussion</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland CFO</i> <i>5 Minutes</i>
ITEM BACKGROUND:
<i>Update on the timeline of the CAFR.</i>
PROJECT / ITEM NARRATIVE:
Mauldin and Jenkins have begun their fieldwork. Based on the current progress, we do not feel that Beaufort County will have a draft audit report by December 31. Finance is working with the auditors to get the draft done as soon as possible.
FISCAL IMPACT:
<i>10001111-51160 Professional Services \$65,500</i>
STAFF RECOMMENDATIONS TO COUNCIL:
None
OPTIONS FOR COUNCIL MOTION:
<i>None</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Update on Carryover Budget 2021 Expenditures</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland CFO 5 minutes</i>
ITEM BACKGROUND:
Approved at County Council meeting on 09/14/2020 on the Consent Agenda
PROJECT / ITEM NARRATIVE:
This is an update to County Council about the expenditures to date for the Carryover Budget FY2021.
FISCAL IMPACT:
<i>No fiscal impact these items were budgeted in 2020 and rolled into 2021.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
N/A
OPTIONS FOR COUNCIL MOTION:
<i>N/A discussion update.</i>

Beaufort County, South Carolina
 Carryover Budget FY 2021

Description	Carryover Amount	Amount Encumbered/ Expended	Remaining Balance
GENERAL FUND			
Sheriff's Department			
Six Dodge Durangos	194,574	(194,574)	-
Geo Validation Upgrade	10,920	(10,920)	-
Install Two transfer switches for Shelter for emergencies	10,823	(10,823)	-
Four Computers	8,638	(8,638)	-
DNA Lab Expansion	461,176	(445,465)	15,711
DNA processing	5,000	(5,000)	-
Total Sheriff's Department	691,131	(675,420)	15,711
Public Works			
Repairing boat ramp Daufuskie Island	11,586	(11,586)	-
Repairing boat ramp Grays Hill	12,725	(12,725)	-
Bluffton Sound Wall	4,800	(4,800)	-
Broad River Blvd sidewalk repair	18,759		18,759
Total Public Works	47,870	(29,111)	18,759
Roads & Drainage			
Glass Crusher Shed	2,129	(2,129)	0
Repairing boat ramp Sands/ Sam's Point	7,475	(7,475)	-
Total Roads & Drainage	9,604	(9,604)	0
Mosquito Control			
Mosquito Control hanger heaters	21,214	-	21,214
Total Mosquito Control	21,214	-	21,214
Parks & Recreation			
2020 F250	28,579	(28,579)	-
Tennis or Pickle Ball Courts	65,000	(10,200)	54,800
Total Parks & Recreation	93,579	(38,779)	54,800
Animal Services			
Van for Animal Services	30,000	(30,000)	-
Total Animal Services	30,000	(30,000)	-
Treasurer's Office - General Fund Request			
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	(12,610)	-
Treasurer's Office	12,610	(12,610)	-

Beaufort County, South Carolina
Carryover Budget FY 2021

Description	Carryover Amount	Amount Encumbered/ Expended	Remaining Balance
Facilities Maintenance			
278 Landscaping	13,112	(5,960)	7,152
BW lighting	1,587	(1,587)	-
Install doors Lind Brown Center	3,332	(3,332)	-
Administration Roof Repair	4,799	(1,469)	3,330
Wetland delineation Camp St. Mary's	400	(400)	-
Survey Camp St. Mary's	930	(930)	-
Hilton Head Island Library roof repair	1,928	(1,928)	-
LEC Generator	72,283	(72,283)	-
Detention Center Water Heater	127,196	(127,196)	-
Detention Center Roof Top Unit	11,687	-	11,687
Detention Center Kitchen Hood	1,890	(1,890)	-
Detention Center Cooler/Freezer	4,051	(4,051)	-
Detention Center Generator	157,511	(157,511)	-
Pools Architecture & Engineering	23,750	-	23,750
Architecture & Engineering new building	9,372	-	9,372
Total Facilities Maintenance	433,829	(378,538)	55,291
 Total Budget Amendment for General Fund	1,339,837	(1,174,061)	165,775
SPECIAL REVENUE FUND			
Treasurer's Office - Special Revenue Fund Request			
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	(12,610)	-
Treasurer's Office	12,610	(12,610)	-
STORMWATER PROPRIETARY FUND			
Stormwater			
Engineering service outfall erosion issues	3,320	(1,205)	2,115
Stormwater retention pond	20,550	-	20,550
Design & construct a regional stormwater best	22,764	-	22,764
Oak Marsh Plantation Drainage Improvements	6,725	(6,725)	-
Pine Tree & Water Oak Tree Removed & Dismantled	2,000	(2,000)	-
Remove & Install Drainage Pipe	2,800	(2,800)	-
Light bar install	2,053	(2,053)	-
International HX620 6x4 Dump Truck	164,779	(164,779)	-
International HX620 6x4 Dump Truck	164,779	(164,779)	-
Brewer Memorial Park BMP Demonstration	43,106	(43,106)	-
Sub watershed Regional Detention Center	265,806	(102,093)	163,713
Study & investigate to evaluate the current condition & capacity of the Stormwater Drainage Facilities	54,250	(54,250)	-
Total Stormwater	752,931	(543,789)	209,142
 Total	2,105,378	(1,730,460)	374,917
	-	-	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

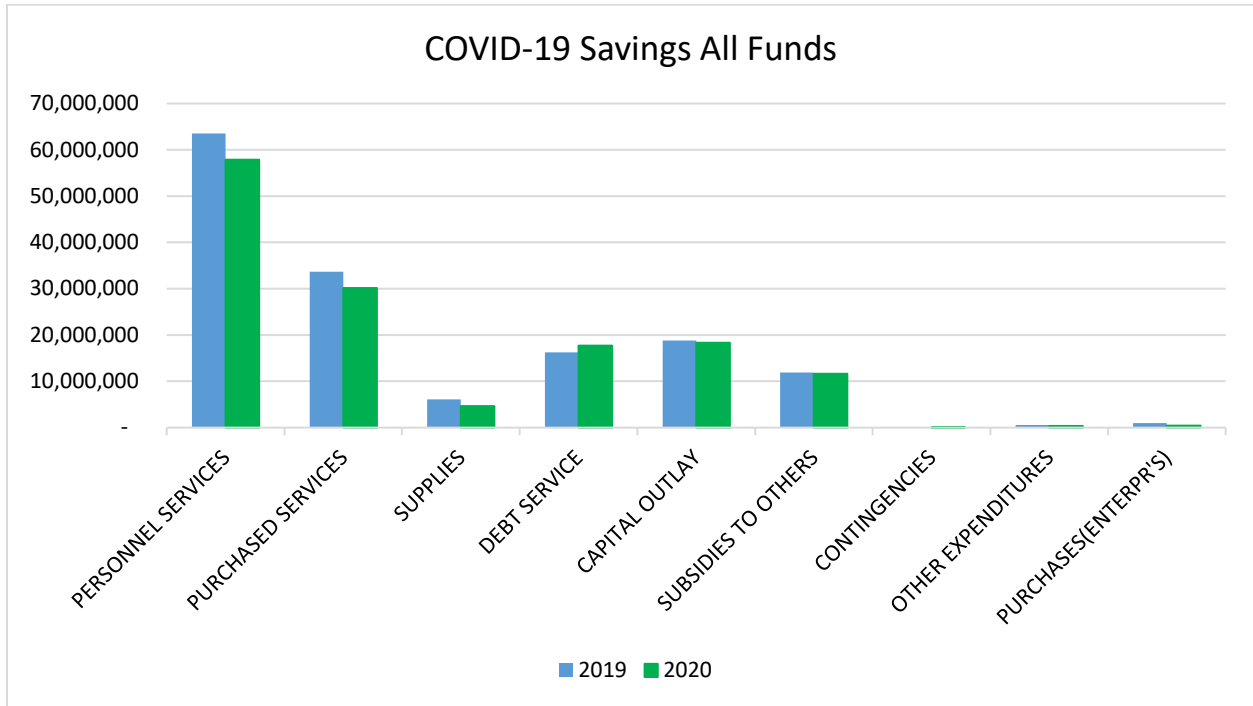
ITEM TITLE:
<i>Discussion and presentation of year to date financial statements for FY 2021</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland Chief Financial Officer 20 Minutes</i>
ITEM BACKGROUND:
<i>Discussion and presentation of the year to date financial reports for FY 2021.</i>
PROJECT / ITEM NARRATIVE:
Discussion and presentation of the year to date financial reports for FY 2021.
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Discussion and related questions.
OPTIONS FOR COUNCIL MOTION:
N/A

Summary of COVID-19 Savings

March through October, 2019 and 2020

All Funds

Calendar Year 2019:	\$151,816,047
Calendar Year 2020:	\$141,077,725
Difference in \$:	\$10,738,322
Difference in %:	7.07%



Savings Analysis

Expenditure Category	CY 2019	CY 2020	\$ Difference	% Difference
Personnel Services	63,513,314	57,841,368	5,671,946	8.9
Purchased Services	33,657,432	30,123,867	3,533,565	10.5
Supplies	6,113,852	4,611,409	1,502,442	24.57
Debt Service	16,222,022	17,676,733	(1,454,711)	-8.97
Capital Outlay	18,813,460	18,352,974	460,486	2.45
Subsidies to Others	11,896,088	11,593,624	302,464	2.54
Contingencies	90,647	59,856	30,791	33.97
Other Expenditures	536,202	369,871	166,331	31.02
Purchases (Enterprise)	973,030	448,023	525,007	53.96
Total Expenditures	151,816,047	141,077,725	10,738,322	7.07

Funds contributing to the savings where there is a 5% or more variance between calendar years:

Personnel Services: General Fund (76.4%)

Purchased Services: Health Ins Fund (23.3%), CDBG/LCOG Project Fund (17.8%), DSN Fund (13.6%), General (12.7%)

Supplies: General Fund (57.6%) and Central Garage Fund (21.3%)

Debt Service: No Savings. Increase due to new debt issued.

Contingencies: General Fund (100%)

Other Expenditures: General Fund (93.6%)

Purchases (Enterprise): Storm water Utility Fund (75.27%).

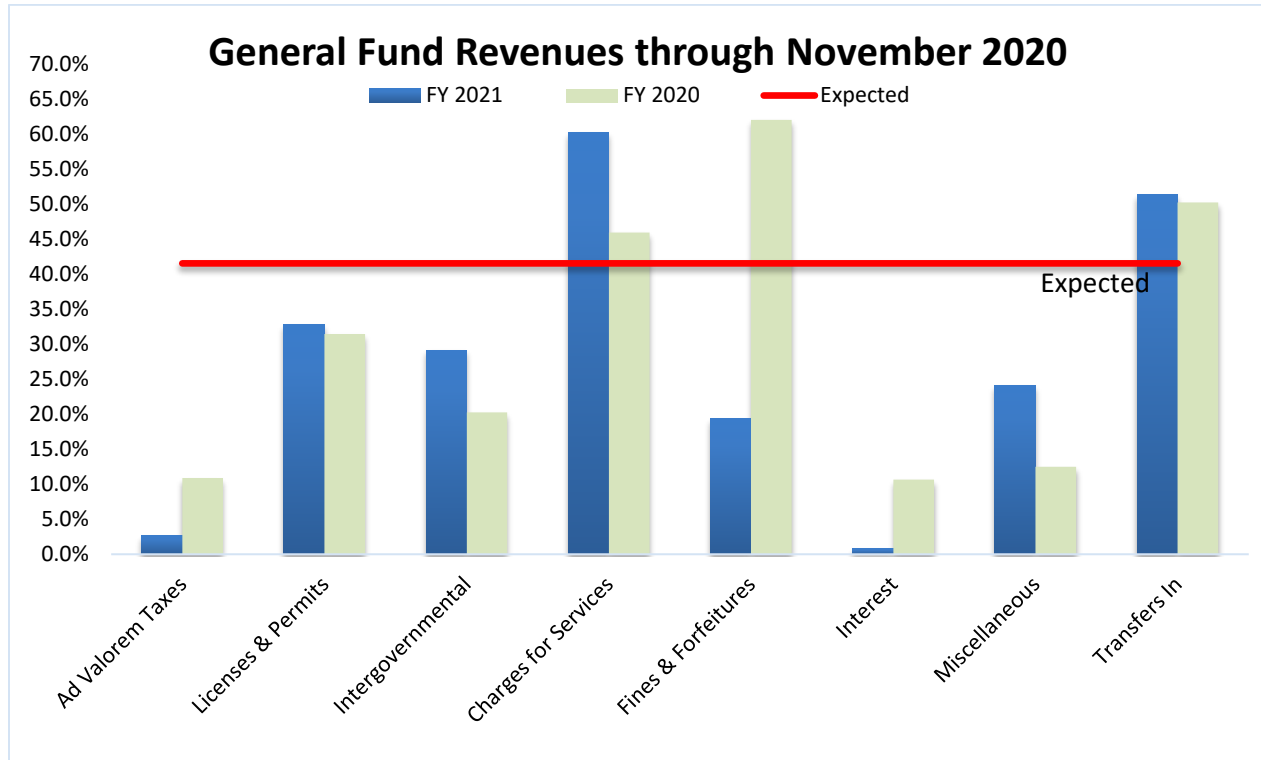
Executive Summary of Revenues and Expenditures

Through November 30, 2020

General Fund Revenues

Budget: \$130,300,431
 Revenue Collected to Date: \$12,822,791
 Revenue Remaining to be Collected: \$117,721,746

Percent of Total Budget Collected: 9.84%
 Percent of Year Completed 41.6%



Revenue Analysis

Function	Budget	To Date	% Received	% Year Completed
Ad Valorem Taxes	\$106,217,968	\$2,787,896	2.6%	41.6%
Licenses & Permits	\$3,244,160	\$1,064,704	32.8%	41.6%
Intergovernmental	\$9,058,838	\$2,642,019	29.2%	41.6%
Charges for Services	\$8,862,160	\$5,340,680	60.3%	41.6%
Fines & Forfeitures	\$749,500	\$145,685	19.4%	41.6%
Interest	\$442,805	\$3,620	0.8%	41.6%
Miscellaneous	\$180,000	\$43,622	24.2%	41.6%
Transfers In	\$1,545,000	\$794,565	51.4%	41.6%

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

Ad Valorem Taxes: Revenues continue lag due to the delay in tax bill dissemination.

Licenses & Permits: This revenue primarily arrives in January.

Intergovernmental: State Aid is lagging.

Charges for Services: Register of Deeds continues to have a record year.

Fines & Forfeitures: Magistrate fines still lagging most likely due to the delayed reopening of the courts.

Interest: This allocation is performed at year-end.

Miscellaneous: Very little sales of County property have occurred.

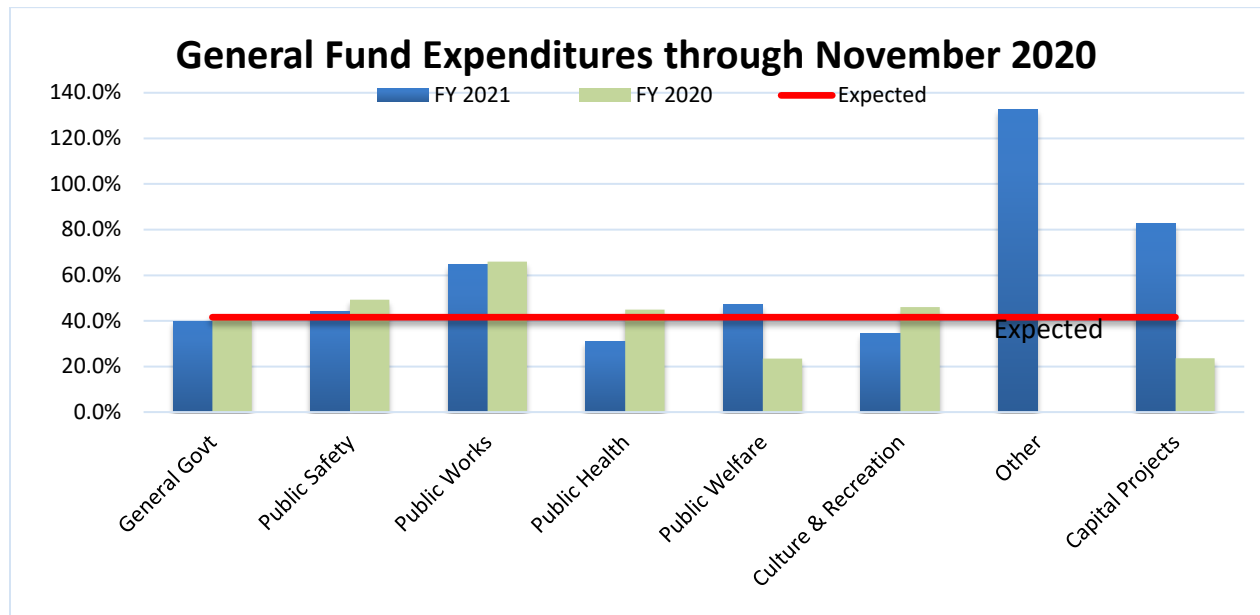
Transfers In: These are prepared on a quarterly basis and will not follow an equal distribution over the year.

Executive Summary of Revenues and Expenditures

Through November 30, 2020

General Fund Expenditures

Budget:	\$130,300,430
Carryover from FY 2020:	\$1,352,447
Amendments and Transfers:	\$0
Total FY 2021 Budget:	\$131,652,877
Actual Expenditures to Date:	\$47,387,931
Encumbrances:	\$9,216,042
Total Exp'd & Enc'd to Date:	\$56,603,973
Budget Remaining:	\$73,696,457
Percent of Total Budget Exp'd & Enc'd:	43.4%
Percent of Year Completed:	41.6%



Expenditure Analysis

Function	Budget	To Date	% Expended	% Year Completed
General Government	\$43,758,593	\$17,490,177	39.9%	41.6%
Public Safety	\$51,471,577	\$22,750,379	44.2%	41.6%
Public Works	\$17,072,908	\$11,048,221	64.7%	41.6%
Public Health	\$3,751,392	\$575,951	31.1%	41.6%
Public Welfare	\$708,261	\$334,758	47.3%	41.6%
Culture & Recreation	\$13,475,265	\$2,978,734	34.3%	41.6%
Other	\$508,594	\$675,546	132.8%	41.6%
Capital Projects	\$906,286	\$750,206	82.8%	41.6%

For expenditures with variances over 5% of the year completed or that do not follow the usual prior year trend, a brief explanation is provided below.

Public Health: Expenditures less than expected primarily due to mosquito control.

Public Welfare: The "Together for Beaufort" payment was made in November.

Culture & Recreation: Expenditures less than expected primarily due to personnel costs & professional services.

Other: User of fund balance for the Beaufort County Economic Development Corporation from escrow funds.

Capital Projects: Capital outlays do not assume an equal distribution over the fiscal year.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

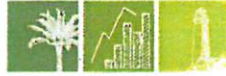
ITEM TITLE:
<i>Discussion of the Sheriff Fees collected from the Town of Hilton Head Island by Beaufort County for the fiscal years 2006-2020.</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland - Chief Financial Officer/ Assistant County Administrator 5 Minutes</i>
ITEM BACKGROUND:
<i>The Finance Committee wanted to review and discuss the Sheriff Fees collected from the Town of Hilton Head Island from fiscal years 2011-2020.</i>
PROJECT / ITEM NARRATIVE:
Beaufort County has been collecting a fee from the Town of Hilton Head Island for services performed by the Beaufort County Sheriff's Department acting as the Town's police force. The Sheriff's department has dedicated staff and resources to perform this function for the Town. The Finance Committee wanted to review payments from the Town for fiscal years 2011-2020.
FISCAL IMPACT:
<i>The Town of Hilton Head Island stopped paying the Sheriff's Service Fee in fiscal year 2021. Beaufort County then elected to add a service fee to all of the Town of Hilton Head Island improved properties in order to make up for the loss of revenue. The service fee will be used to offset the expected expenditures related to the continuation of policing activities for the Town of Hilton Head Island.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Discussion and review by the Finance Committee.
OPTIONS FOR COUNCIL MOTION:
<i>Not applicable</i>

Beaufort County
 Hilton Head Island Sheriff Service Fee
 Fiscal Years 2011-2020

Org/ Object	Description	Fiscal Year	Amount
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2020	\$ 3,195,769.44
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2019	\$ 3,195,769.44
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2018	\$ 3,050,137.07
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2017	\$ 3,043,963.00
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2016	\$ 2,814,593.00
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2015	\$ 2,683,883.00
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2014	\$ 2,638,776.71
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2013	\$ 2,615,280.16
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2012	\$ 2,659,850.00
10000001-44700	SHERIFF'S SRVCS-TOWN H H	2011	\$ 2,640,208.00
	Total		<u>\$ 28,538,229.82</u>
	Average of ten years		<u>\$ 2,853,822.98</u>

BEAUFORT COUNTY
 PAYMENTS FROM THE TOWN OF HILTON HEAD ISLAND FOR SHERIFF SERVICES
 FISCAL YEARS ENDING 2006-2020

FISCAL YEAR	GENERAL FUND LEO SERVICES	VICTIM'S ASSISTANCE PROGRAM	BAR DETAIL	SCHOOL RESOURCE OFFICER	TOTAL
2006	\$ 2,012,502	\$ 47,352	\$ -	\$ 39,975	\$ 2,099,829
2007	2,395,112	51,220	-	50,334	2,496,666
2008	2,500,901	49,721	-	57,829	2,608,451
2009	2,674,530	42,741	-	55,264	2,772,535
2010	2,576,135	54,253	-	58,032	2,688,420
2011	2,640,208	53,010	-	49,024	2,742,242
2012	2,659,850	57,640	1,656	53,951	2,773,097
2013	2,615,280	59,492	55,615	54,982	2,785,369
2014	2,638,777	59,035	39,198	53,291	2,790,301
2015	2,683,883	60,728	78,664	54,584	2,877,859
2016	2,814,593	48,498	47,851	57,463	2,968,405
2017	3,043,963	79,708	61,356	59,991	3,245,018
2018	3,050,137	63,542	87,392	58,125	3,259,196
2019	3,195,769	63,542	80,667	69,964	3,409,942
2020	3,195,769	63,542	64,829	69,557	3,393,697
	<u>\$ 40,697,409</u>	<u>\$ 854,024</u>	<u>\$ 517,228</u>	<u>\$ 842,366</u>	<u>\$ 42,911,027</u>



BEAUFORT COUNTY
**BLACK CHAMBER
 OF COMMERCE**
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11/25/2020

I am writing this letter to our members who have supported us over the years and know the work we are doing for our community. A frivolous lawsuit led by attorney/magistrate Bernard McIntyre, Leroy Gilliard, and John McCoy was filed on November 17, 2020. It is my understanding that it was in the newspaper on November 19, 2020. I received a phone call from person from the newspaper asking if I was aware of the lawsuit. I was told by him that it was leaked to him by a person who I will not name at this point. As of the writing of this letter I have not received the lawsuit. According to the lawsuit, the BCBCC is the plaintiff and Larry Holman as the President of the BCBCC is the defendant. It's like the BCBCC is suing the BCBCC. Don't know what Bernard McIntyre as the ex-chairman of the BCBCC was thinking about except maybe I would counter sue the BCBCC. I guess he was trying to hide the fact that he was leading the lawsuit. There is always someone out there that want to ruin your reputation or legacy.

Bernard McIntyre resigned from the Board effective August 26, 2020 and his resignation was officially accepted during our Board meeting in August. During the meeting he argued with our CPA about an amortization schedule that one of our borrowers complained about. Our CPA concurred with the auditor and the USDA that it was correct. However, Bernard was whining, belligerent and not convinced for some reason. This is her expertise, not Bernard's. This had been going on for 4 years with this borrower. He is no longer on the board or the chairman of the board. Now he is using the BCBCC as a platform to sue me and the BCBCC for his incompetence. He was supposed to rotate off the Board in 2019 after serving two conservative terms. There's a reason for term limits. Bernard was the chairman of the Board for 7 years and now is saying he does not know the financial condition of the Board. What was he doing for 7 years? It's obvious he didn't do his job as the chairman and wants to come back to the Board. Leroy Gilliard rotated off the Board September 11, 2020 after two terms. During the time Leroy was on the Board he never understood that the BCBCC is chamber of commerce/CDFI that helped our community financially and through financial literacy. He always thought of the BCBCC as a government entity. He and Bernard became obstructionist over the past two years. We don't need negative people on our Board and especially those who don't understand our mission. It's like the three of these ex- Board members spent 6-8 years on our Board and saying they never received any financials from our CPA or auditor which is a lie. However, they were okay with that until they rotated off the board? You cannot get to where we are without being financially organized and books in order which is the purpose of having a CPA and an auditor along with my expertise. Bernard, John nor Leroy has recognized what impact the BCBCC has had on the African American community. I thought John McCoy who was the owner of the McDonald's in Beaufort had some financial skills and understood audits and financial records. However, it appears he is aligning himself with his frat brother.

Every year as required by law our CPA files a 990 with the IRS and the state of South Carolina. If the BCBCC neglect to file we wouldn't have our 501-c3 which they say they are concerned about. This is public information shared with the board at our annual meeting. This can be verified by both entities. The CPA presents the financials at the annual meeting and at our Board meeting. The Board members are given copies of financials. The BCBCC has audits every year, including 2019 that is shared with the Board. They are saying they didn't see the 2018 audit but on the other hand wanted it redone. Audits are complete every year and shared with the Board due to agreements we have in

"WORKING TOGETHER, WE CAN MAKE A DIFFERENCE"



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place with the SBA, USDA, and the CDFI. The CPA, SBA, and the USDA self-audit The BCBC on a monthly basis. Our auditor audits us once a year and all our audits have been satisfactory in accordance with accounting principles

accepted in the United States. Bernard and Leroy, and John have seen these audits. However, when you are being an obstructionist you tend to not see some things.

There is no secret about Wilma Holman being my wife and working with the BCBC for the past 20 years and Kevin Holman being my son and working for the past year by the Board. She has served on the Board for the past 3 years and is a 20 plus years paid member. My wife rents an office on the third floor for her business and she is over our HUD program along with two other people. Kevin worked for a CDFI before coming to the BCBC. He has the credentials for his position and has a MPA in public administration. He came with recommendations from my staff/previous employer and he is doing an excellent job as the coordinator of programs and events. I am in charge of hiring, firing, supervising, planning the budget, getting funding for the BCBC, and getting the right people in place so the BCBC is successful. This isn't a function of the Board except to help get funding which didn't happen. Did Bernard, Leroy, or John expect me to depend on them to contribute funding to carry out the functions of the BCBC? It seems like when the real money started coming in from our grant writing, push back started coming from Leroy and Bernard. I don't know if they realized they had unpaid positions. Everyone who has served on the board was at my discretion except Leroy Gilliard. Bernard suggested Leroy. Wilma was voted to be the chairwoman after Bernard's resignation and John McCoy wanted to remain cochair. John McCoy rotates off the board in 2021. Leroy Gilliard has not been a legitimate board member for the past 3 years due to not being financial. It is unfortunate that Bernard nor Leroy understood the financials of the organization and became obstructionists and couldn't understand a budget in order to pass one at a Board meeting. They received a copy of every audit and 990. The BCBC is not required to make their audits public. However, the BCBC will accommodate any one who would like to see a copy.

The success of the BCBC has always been my number one priority and will continue. I worked for the BCBC for 6 years without pay. We will work hard for our community as always. My integrity means a lot to me and I will not allow anyone to tarnish it. It is a sad, sad day in Beaufort when ex-board members like Bernard, Leroy, and John use the BCBC as a platform to file a frivolous lawsuit against me because of their incompetence with one supposedly being an attorney/magistrate.

Sincerely

Larry Holman

President/CEO

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2020-CP-07-
)	
BEAUFORT COUNTY BLACK)	
CHAMBER OF COMMERCE,)	
Plaintiff,)	
)	
vs.)	SUMMONS
)	(Non-Jury Trial)
)	
LARRY HOLMAN, INDIVIDUALLY)	
AND IN HIS OFFICIAL CAPACITY)	
AS PRESIDENT OT THE)	
BEAUFORT COUNTY BLACK)	
CHAMBER OF COMMERRCE,)	
)	
Defendant.)	

TO: THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you and to serve a copy of your Answer upon the subscriber at his office, LAW OFFICE OF BERNARD McINTYRE, 1606 King Street/Post Office Box 248, Beaufort, South Carolina 29901-0248, within thirty (30) days from the date of service hereof, exclusive of the day of such service; and if you fail to answer within the time aforesaid, the Plaintiff will apply to the Court for judgment by default and the relief demanded in the attached Complaint.

STEVE DAVIS LAW FIRM, LLC
431 E Main Street/P.O. Box 1168
Moncks Corner, SC 29461
Ph 843/761-7727 Fax 843/761-7406
Email address: scdavis@HomeSC.com
By: *s/Steve C. Davis*
Steve C. Davis, Esquire
Attorney for Plaintiff

Beaufort, South Carolina

Dated: November 17, 2020

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2020-CP-07-
)	
BEAUFORT COUNTY BLACK)	
CHAMBER OF COMMERCE,)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	(Non-Jury Trial)
)	INJUNCTIVE RELIEF
)	
LARRY HOLMAN, INDIVIDUALLY)	
AND IN HIS OFFICIAL CAPACITY)	
AS PRESIDENT OF THE)	
BEAUFORT COUNTY BLACK)	
CHAMBER OF COMMERRCE,)	
)	
Defendant.)	

The Plaintiff, Beaufort County Black Chamber of Commerce, would respectfully show unto this Honorable Court as follows:

I

That the Plaintiff Beaufort County Black Chamber of Commerce (hereinafter referred to as Chamber or BCBC) is a nonprofit South Carolina corporation incorporated exclusively as a charitable organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

II

That Plaintiff Chamber is headquartered in and primarily transacts business in Beaufort County, South Carolina. Article III, Sec. 2 of Plaintiff's By-Laws require that at all times Chamber be organized and operated so as not to constitute a private foundation or corporation or any other type of private entity jeopardizing its tax exempt status.

III

That under Article II of Plaintiff's By-Laws the main purpose of Plaintiff Chamber is to perform entrepreneurial, developmental, educational, and other community services to Beaufort County and surrounding counties including but not limited to Allendale, Bamberg, Barnwell, Beaufort, Berkeley, Charleston, Colleton, Hampton, Jasper and Orangeburg.

IV

That Defendant Larry Holman is a citizen and resident of Beaufort County, South Carolina, and has been so for at least one year next preceding the commencement of this action. Defendant Holman is being sued in his individual capacity and his capacity as President of Plaintiff Beaufort County Black Chamber of Commerce.

V

That this Court has jurisdiction over both Plaintiff and the Defendant and the subject matter hereof.

VI

That under Article II of Plaintiff's By-Laws the objectives of the Chamber are to specifically work toward expanding and promoting economic empowerment of minority communities, including expanding business and employment opportunities, increasing education, providing training and encouraging advancement through entrepreneurship. The Chamber also provides housing counseling and education to current and potential homeowners and tenants to assist in improving their housing conditions and in meeting the responsibilities of homeownership or tenancy. Further, the BCBC offers and provides micro-loans through its micro-lending unit to further entrepreneurship of small businesses and minority businesses.

VII

That Article III of Plaintiff's By-Laws provides that the Chamber's Board of Directors is responsible for carrying out and accomplishing the objectives referenced in Paragraph VI immediately above and as such, the Board "shall have broad authority and discretion to use funds belonging to the BCBCC in such manner as shall seem most conducive to BCBCC's purpose".

VIII

That under Article VII, Sec. 1B of Plaintiff's By-Laws, the Board of Directors of the Chamber is responsible for developing and recommending financial policies and procedures as well as the annual budget and creating accounting and investment controls governing the financial management of the Chamber. The Board is also responsible for internal audits and indeed the Chamber's By-Laws require that an audit of the Chamber's books and records be conducted at least once annually by a public accountant.

IX

That the Board of Directors must be composed of not more than eleven (11) members under Article V, Sec. 1 of the By-Laws, and under South Carolina State Law, not less than three (3) members. Candidates for the Board, however they are nominated, under Article V, Sec. 1B of the By-Laws, cannot become Board members except "upon receipt of Board approval", except upon consideration and vote and approval of the Chamber's Board. Only then is Defendant, Chamber's President, authorized to "notify the [Chamber's] membership of the persons nominated as candidates" to be seated as new directors.

X

That at all times hereinafter mentioned, Plaintiff's Board of Directors consisted of Bernard McIntyre, John T. McCoy, Rose Marie Lewis and Leroy H. Gilliard; and further, Defendant was the President of Plaintiff Chamber.

XI

That under Article V, Sec 6 of Plaintiff's By-Laws, "the Board of Directors shall employ the President/CEO and fix his salary and considerations of employment."

FOR A FIRST CAUSE OF ACTION
IN UNCTIVE RELIEF/TEMPORARY AND PERMANENT RESTRAINING ORDER

XII

That Plaintiff reiterates each and every allegation set forth above as if the same were set forth below verbatim.

XIII

That each member of the Board of Directors is a fiduciary of the Chamber, charged under the Chamber's By-Laws and State Law with a duty of loyalty to the best interests of the Chamber, a duty of acting in good faith in behalf of the Chamber and a duty of care when making decisions or taking actions on behalf of the Chamber including always having conscious regard to protect and preserve the Chamber's financial assets and welfare.

XIV

That in a review of the financial records of Plaintiff Chamber in August 2020, Plaintiff's Board became very concerned about certain discrepancies in the books and records and agency filings of the Chamber and requested that Defendant provide the Board with a copy of the Chamber's tax returns for tax years 2017, 2018 and 2019 along with all 1099s and W-2s for the same tax years. The Board's request is extraordinarily routine in keeping with its duties to check accounting and other financial management controls. The information is readily available as Defendant by authority of the Board hired a public accountant to audit the Chamber annually and the records are in the possession of Defendant and the Chamber's public accountant. These are records not only Plaintiff's Board is entitled to, but information any dues paying general member of the

Chamber should be able to obtain and indeed any member of the general public should be able to obtain pursuant to an FOIA request.

XV

That the requested 2017-2019 tax records are essential for the Board the review so as to clarify any discrepancies and determine whether Plaintiff's Chamber's financial health and tax exempt status are imperiled.

XVI

That Plaintiff Board has made numerous requests orally and in writing to Defendant to provide the tax related documents but in each instance Defendant has refused to comply indicating that in effect, the BCBC is his Chamber, he does not have to provide financial records to the Board if he does not want to and the Board has no need to review the financial records of the Chamber since he has already reviewed the Chamber's financial records and in his self-evaluation along with the accountant the financial health of the Chamber in good standing.

XVII

That Plaintiff Chamber will suffer irreparable harm if is an injunction is not granted requiring Defendant to provide the requested information. Without the requested information Plaintiff's Board is unable to properly and timely review and evaluate the Chamber's financial welfare and investigate the discrepancies in the records and books, the tax exempt status of the Chamber will be seriously jeopardized, causing its 501(c)3 status to be revoked and putting the Chamber on the hook for tens if not hundreds of thousands of dollars in tax liability with it being re-categorized and deemed a for-profit corporation.

XVIII

That Plaintiff Chamber is likely to succeed on the merits of the litigation as the Chamber's By-Laws and Laws of the State of South Carolina expressly imbue the Board of Directors with

fiduciary responsibility to protect and preserve the assets and financial health and tax exempt status of the Chamber and entitle the Board to the financial records and books to carry out its fiduciary duties including tax returns and 1099s and W-2s for the tax years 2017-2019, before and afterwards.

XIX

That Plaintiff Chamber has no adequate remedy at law, that if Plaintiff's Board cannot obtain and review the Chamber's financial records to determine whether internal and financial management controls have been compromised and Chamber's funds spent without authorization and take necessary immediate corrective action, Plaintiff will lose its tax exempt status, it will no longer exist as a nonprofit entity to provide entrepreneurial, developmental, educational, and other community services and its financial health and assets will likely be rummaged and misappropriated. Already there is substantial and substantive concern relating to discrepancies over Defendant misappropriating and mismanaging Chamber funds and assets through excessive overpayment of compensation to Defendant without Board knowledge and approval. Further, the Board voted unanimously not to accept the 2018 audit and required Defendant to have the independent auditor redo the 2018 tax return as the audit was asterisked with a big incomplete because Defendant and the Chamber's accountant failed to timely provide the independent auditor with essential documents regarding over-inflation of accounts payable.

XX

That Plaintiff Chamber believes that it is entitled to a preliminary and permanent injunction requiring Defendant to immediately provide Plaintiff's Board of Directors with a copy of the Chamber's financial records, to include a copy of the Chamber's tax returns for tax years 2017, 2018 and 2019 along with all 1099s and W-2s for the same tax years, and for reasonable attorney's fees and expenses, pendente lite and permanently..

FOR A SECOND CAUSE OF ACTION

ADDITIONAL INUNCTIVE RELIEF/PRELIMINARY AND PERMANENT INJUNCTION

XXI

That Plaintiff reiterates each and every allegation set forth above as if the same were set forth below verbatim.

XXII

That since August 26, 2020 Plaintiff's Board has informed Defendant on several occasions of virtual Board meetings and requested his presence and Defendant has failed to attend and provide Plaintiff's Board with financial records and documents requested so the Board can examine and review the financial assets and books of the Chamber in an attempt to reconcile the referenced discrepancies that have been identified.

XXIII

That in further defiance of the Board's requests for information, Defendant has stated unilaterally that "there will be no Board meeting" on any particular date, unless he says so and only according to whatever conditions he chooses to impose. Since August 26, 2020, Defendant has singularly chosen not to attend any Board meetings or update the Board on the Chamber's well-being, including its financial health. In further defiance Defendant has unilaterally disobeyed and disregarded the Chamber's By-Laws, usurped the authority of the Board, declared he is dismantling and disbanding the Board as it exists, appointing and anointing his own Board and appointed his wife the Chairperson of the Board which is in total violation of the Conflict of Interest Policy in the Chamber's By-Laws. All decisions of the Chamber in some way involves Defendant so his spouse would be "an interested Board member (who) shall not participate in any discussion or debate in which the subject is a contract or transaction or situation in which there may be a perceived or actual

conflict of interest.” Defendant admittedly appointed his spouse to the Board in 2019 without the knowledge and/or approval of the Board in contravention of the Chamber’s By-Laws.

XXIV

That Defendant’s unilateral actions in direct violation of the Chamber’s By-Laws constitute irreparable harm as the Chamber’s tax exempt status is in enormous jeopardy of being characterized as a private foundation or enterprise and its 501(c)(3) status is very likely to be revoked if Defendant is not required immediately to recognize and abide by the existing Board’s decisions and actions.

XXV

That Plaintiff is very likely to succeed on this litigation because Defendant’s action are patently in violation of the Chamber’s By-Laws and the Laws of the State of South Carolina. Plaintiff has no adequate remedy at law as the Chamber can only be managed by a duly elected Board and without such a Board, the Chamber ceases to be a viable and valid 501(c)(3) charitable enterprise, will be shut down and its financial health will be foreclosed upon once its tax exempt status is revoked.

XXVI

That Defendant is employed by the Chamber’s Board, not the other way around, such that he cannot unilaterally dismantle and disband the Board of Directors. Under the By-Laws the Board of Directors has the authority to reasonably exercise its discretion to discipline and/or discharge Defendant.

XXVII

That there is further urgency and irreparable harm because of Defendant hiring his son as an independent contractor “to run programs and other independent contractor staff”, nepotism and cronyism in hiring of former and existing domestic partners as staff or independent contractors, failure to update Chamber Board and provide information on grant applications for aid and grants to

federal and state entities, lack of progress in getting 2018 audit redone as directed by the Board, and massive firings and/or departures of staff/independent contractors.

XXVIII

That Plaintiff Chamber is entitled to a preliminary and permanent injunction requiring Defendant to immediately disband whatever board he has unilaterally assembled and attempted to install and recognize the duly elected Board as referenced in Paragraph X above and abide by their decisions and actions as required by the Chamber’s By-Laws.

XXIX

That Plaintiff’s Board of Directors has been forced to hire attorneys to bring this action as fiduciaries of the BCBC to preserve and protect the financial assets and well-being and tax exempt status of the Chamber, and therefore, requests that Defendant pay out of his pocket reasonable attorney’s fees and expenses; and further, that Defendant be restrained and enjoined from using Chamber funds and accounts to defend this action necessitated by his violations of the Chamber’s By-Laws and state and federal laws governing 501(c) (3) charitable business entities.

WHEREFORE, Plaintiff prays for judgment against the Defendant, on the First and Second Causes of Action, for preliminary and permanent injunctive relief, for reasonable attorney’s fees and expenses pendente and permanently, for enjoinder of Defendant from using Chamber funds to defend this action and for such and further relief as this Court deems just and proper.

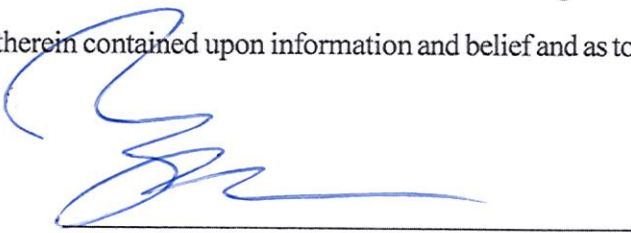
STEVE DAVIS LAW FIRM, LLC
431 E Main Street/P.O. Box 1168
Moncks Corner, SC 29461
Ph 843/761-7727 Fax 843/761-7406
Email address: scdavis@HomeSC.com
By: *s/Steve C. Davis*
Steve C. Davis, Esquire, #1587
Attorney for Plaintiff

Beaufort, South Carolina
Dated: November 17, 2020

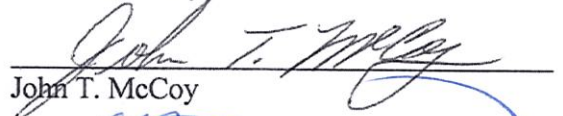
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

VERIFICATION


PERSONALLY appeared before me the below referenced members of the Beaufort County Black Chamber of Commerce Board of Directors, Bernard McIntyre, Leroy Gilliard and John T. McCoy, who, after being duly sworn, depose and say that they are duly elected members of the Beaufort County Black Chamber of Commerce Board of Directors, representing Plaintiff Beaufort County Black Chamber of Commerce in the foregoing action, that they have filed the foregoing Summons and Complaint and that the things contained therein are true of their own knowledge and belief, save and except those matters and things therein contained upon information and belief and as to those, they believe them to be true and correct.



Bernard McIntyre



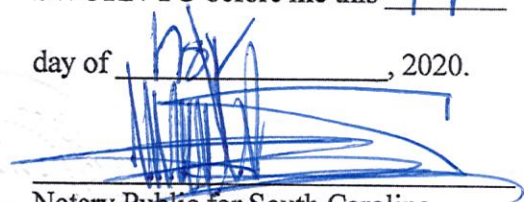
John T. McCoy



Leroy H. Gilliard

SWORN TO before me this 17th

day of Nov, 2020.



Notary Public for South Carolina

My Commission Expires: 4-18-21



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion of legal status of Beaufort County Black Chamber of Commerce</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland Chief Financial Officer</i> <i>5 Minutes</i>
ITEM BACKGROUND:
<i>Discussion of the legal status of the Beaufort County Black Chamber of Commerce.</i>
PROJECT / ITEM NARRATIVE:
There is a lawsuit filed between the Beaufort County Black Chamber of Commerce and Larry Holman, individually and in his official capacity as President of the Beaufort County Black Chamber of Commerce. Currently, the Beaufort County Black Chamber of Commerce receives funding from Beaufort County through the State Accommodations Tax applications process, the Local Accommodations Tax by statute, and the Local Accommodations and Hospitality Tax applications process. The discussion will center on how to proceed with future payments to the Beaufort County Black Chamber of Commerce.
FISCAL IMPACT:
<i>None.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Discussion and related questions.
OPTIONS FOR COUNCIL MOTION:
N/A



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion on the One-Time Cash-Out of paid leave policy</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland Assistant County Administrator/ Chief Financial Officer 30 Minutes</i>
ITEM BACKGROUND:
<i>On December 7, 2020, Beaufort County Council approved a One-Time Cash-Out for paid leave time not to exceed 60 hours or one-half of their current paid leave time balance.</i>
PROJECT / ITEM NARRATIVE:
The discussion is on the procedural process related to the One-Time Cash-Out. The need for communication needs to be discussed.
FISCAL IMPACT:
<i>The potential pay out could be between \$1.5 and \$1.7 million. The paid leave time is earned by the employee on a weekly basis and is due to the employee upon termination of employment.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
The discussion hopefully will provide guidance to draft a policy related to this employee benefit.
OPTIONS FOR COUNCIL MOTION:
<i>The Committee will make a potential recommendation for financial policy.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion of the potential cash flow shortage due to the property tax bills not being mailed timely</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland Chief Financial Officer 20 Minutes</i>
ITEM BACKGROUND:
<i>Currently the County is in litigation with the County Auditor due to a difference in the millage for the Purchase of Real Property levied by the County Auditor versus what was levied by the County Council.</i>
PROJECT / ITEM NARRATIVE:
Judge Mullen ruled in favor of Beaufort County, however, the ruling has significantly delayed the mailing of tax bills. In a typical year, the cash needed for operations by the County and the other taxing districts located in the County would have started to come into the Treasurer’s coffers by now. Since the tax bills have not yet been mailed, this has the potential to significantly affect the cash flows and basic operations for all related parties.
FISCAL IMPACT:
<i>Projections by the County Treasurer have the cash being depleted by mid-December with liquidation of investments to carry the County and related taxing districts through January of 2021.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Council will need to wait on the County Auditor to update the bills.
OPTIONS FOR COUNCIL MOTION:
<i>None</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>First reading of an ordinance to issue a Tax Anticipation Note (TAN) due to a delay tax collections.</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Whitney Richland Chief Financial Officer 20 Minutes</i>
ITEM BACKGROUND:
<i>Due to a delay in tax bills being sent out, and thus, the delayed receipt of tax revenue, the County's cash position continues to decrease. A TAN may be needed to maintain cash flows for operations until the receipt of tax revenues is substantially complete.</i>
PROJECT / ITEM NARRATIVE:
<i>In a typical year, a material amount of tax revenue and cash needed for operations by the County and the other taxing districts located in the County would be being received by the Treasurer during December. Since the tax bills have not yet been mailed, cash flows and operations for all related parties may be significantly affected. Although the County has investments that could be converted to cash in order to meet operational needs, the County stands to forfeit interest earnings on those investments. The County's bond council advised Staff to proceed with the issuance of a TAN at a lower interest rate in order to meet cash flow needs, maintain adequate liquidity and preserve the earnings potential of investments.</i>
FISCAL IMPACT:
<i>Projections by the County Treasurer have the cash being depleted by mid-December with liquidation of investments to carry the County and related taxing districts through January of 2021. Staff believes the interest expense incurred on the issuance of a TAN will be less than interest earned on investments.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Allow Staff to continue working with the Treasurer and outside counsel toward the issuance of a TAN.
OPTIONS FOR COUNCIL MOTION:
<i>Proceed with the required readings toward issuance. Discontinue the process of issuing the TAN.</i>

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE AND SALE OF NOT EXCEEDING \$ _____ TAXABLE OR TAX-EXEMPT TAX ANTICIPATION NOTES, SERIES 2021; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE NOTES MAY BE ISSUED; PROVIDING FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL (THE "COUNCIL") OF BEAUFORT COUNTY, SOUTH CAROLINA (THE "COUNTY", AS FOLLOWS:

SECTION 1. Findings and Determinations. The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "S. C. Code"), and the results of a referendum held in accordance therewith the Council-Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), empowers counties to incur general obligation debt in anticipation of the collection of ad valorem taxes (tax anticipation Notes) under such terms and conditions as the General Assembly may prescribe by law.

(c) Section 11-27-40(5) of the S.C. Code authorizes and empowers counties to incur general obligation debt in anticipation of the collection of ad valorem taxes (tax anticipation notes). Tax anticipation notes shall be expressed to mature not later than ninety days from the date as of which such taxes may be paid without penalty.

(d) Due to pending litigation, the notices for the collection of ad valorem taxes (the "Tax Notices") have not been mailed to the respective taxpayers of the County as of _____. The County administration has advised Council that there is a significant delay in the mailing of the Tax Notices so it is likely that receipt of tax revenue will also be delayed. The County administration has further advised the Council that funds for operational expenditures of the County may be insufficient to meet its necessary operational expenditures. The cost of conducting the operations of the County must be met pending the collection of the aforesaid ad valorem taxes. No previous moneys have been borrowed by the County in anticipation of the collection of ad valorem taxes herein mentioned, and no pledge of the proceeds of such ad valorem taxes has heretofore been made.

(e) It is necessary and in the best interest of the County to provide for the issuance of tax anticipation notes in the principal amount of not exceeding \$ _____ in anticipation of the collection of the ad valorem taxes for the 2020-2021 fiscal year.

(f) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the Council adopted Written Procedures related to Tax-Exempt Debt.

SECTION 2. Authorization of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the "State"), there is hereby authorized to be issued not exceeding \$ _____ tax anticipation notes of the County (the "Notes") in anticipation of the collection of ad valorem taxes to be levied but not yet collected, on all taxable property within the County for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION 3. Details of the Notes. The Notes shall be issued as fully-registered notes; shall be dated the date of its delivery; and shall mature no later than ninety (90) days from the date on which ad valorem taxes may be paid without penalty. Both the principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 4. Delegation of Authority to Determine Certain Matters Relating to the Notes. The Council hereby delegates to the Interim County Administrator or his lawfully-authorized designee (the "Administrator") the authority to offer the Notes for sale at such time or times as deemed to be in the best interest of the County. A Request for Proposals to purchase the Notes shall be distributed in a manner deemed advisable by the Administrator. The Council further delegates the authority to the Administrator to award the Notes to the bidders offering to purchase such Notes at the lowest net interest cost to the County.

SECTION 5. Registration, Transfer and Exchange of Notes. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Notes. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Note shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Note the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Note or Notes, of the same aggregate principal amount, interest rate, and maturity as the surrendered Note. Any Note surrendered in exchange for a new registered Note pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Note shall be registered upon the registry books as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Note and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Notes is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Notes in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Notes during the fifteen (15) days preceding an interest payment date on such Notes.

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Notes, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Note or in the case of any proposed redemption of Notes, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of Notes.

SECTION 7. Mutilation, Loss, Theft or Destruction of Notes. In case any Note shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Note, or in lieu of or in

substitution for such lost, stolen or destroyed Note. In any such event the applicant for the issuance of a substitute Note shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Note, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or in substitution for any allegedly lost, stolen or wholly destroyed Note shall be entitled to the identical benefits under this Ordinance as was the original Note in lieu of which such duplicate Note is issued, and shall be entitled to equal and proportionate benefits with all the other Notes of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Note shall be borne by the applicant therefor.

SECTION 8. Execution of Notes. The Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair of the Council attested by the manual or facsimile signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Notes may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Note shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 9. Form of Notes. The Notes including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10. Security for Notes. For the payment of the principal of and interest on the Notes as the same respectively mature there is hereby pledged (a) the ad valorem taxes authorized to be levied pursuant to the corporate actions as described in Section 1(d) hereof, and (b) the full faith, credit and taxing power of the County.

SECTION 11. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Notes and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and **The Beaufort Gazette**, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Exemption from State Taxes. In accordance with the provisions of Section 12-2-50 of the S.C. Code, both the principal and interest of the Notes are exempt from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Federal Tax Covenants (Tax-Exempt Notes Only). The County hereby covenants and agrees with the holders of the Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes to become includable in the gross income of the holders of the Notes for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the “IRC”), and regulations promulgated thereunder in effect on the date of original issuance of the Notes. The County further covenants and agrees with the holders of the Notes that no use of the proceeds of the Notes shall be made which, if such use had been reasonably expected on the date of issue of the Notes would have caused the Notes to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Notes are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Issuance of Other Notes. The County covenants that it has not issued, nor will it cause to be issued, any Notes or certificates of indebtedness of any type in anticipation of the collection of the ad valorem taxes pledged to the payment of the Notes, except the Notes authorized by this Ordinance; provided, the County may issue tax anticipation notes or other certificates of indebtedness junior, inferior and subordinate in all respects to the pledge herein made to secure the Notes.

SECTION 15. Eligible Securities. The Notes initially issued (the “Initial Notes”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Notes shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$100,000 principal amount of Notes of the same maturity or any integral multiple of \$1,000 in excess of \$100,000.

The Initial Notes shall be issued in fully-registered form, one Note for each of the maturities of the Notes, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Notes becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Notes or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Notes or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Notes together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Notes of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Notes might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Notes by mailing an appropriate notice to DTC, upon receipt by the County the Initial Notes together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Notes in fully-registered form, in substantially the form set forth on Exhibit A attached to this Ordinance in denominations of \$100,000 and integral multiples of \$1,000 in excess of \$100,000.

Notwithstanding the foregoing, at the request of the purchaser, the Notes will be issued as one single fully-registered note and not issued through the book-entry system.

SECTION 16. Sale of Notes, Form of Notice of Sale. The Notes shall be offered for public sale on the date and at the time designated by the Administrator. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Notes together with the Notice of Sale. The Council authorizes the Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 promulgated by the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Notes so that it may be provided to the purchaser of the Notes.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 19. Bank Placement. In the event it is determined that the Notes should be sold to a bank pursuant to Section 16 above, the requirements of Sections 15 and 17 hereof shall not be applicable, and the County may serve as Registrar/Paying Agent as described in Section 5 hereof. Also, final versions of the forms of the attachments to this Ordinance will be revised as necessary and appropriate.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Notes shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Notes have been issued, including payment of costs of issuance of the Notes.

SECTION 21. Initiative and Referendum. The Council hereby delegates to the Administrator the authority to determine whether the notice prescribed under the provisions of Section 11-27-40 of the S.C. Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the S.C. Code shall be given with respect to this Ordinance. If said notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County in substantially the form attached hereto as Exhibit D.

SECTION 22. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Notes, and such Note or Notes shall no longer be deemed to be outstanding hereunder when:

(a) such Note or Notes shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Notes either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Notes shall no longer be deemed to be outstanding hereunder, such Notes shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and

(ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 23. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

SECTION 24. Miscellaneous. The Council hereby authorizes the Chair of Council, the Vice-Chair of Council, the Administrator and the Clerk to Council to execute such documents and instruments as may be necessary to effect the issuance of the Notes. The Council hereby retains Burr & Forman, LLP, as Bond Counsel, and Hilltop Securities, as Financial Advisor, in connection with the issuance of the Notes. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this ____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: December 14, 2020
Second Reading:
Public Hearing:
Third and Final Reading:

EXHIBITS

(TO BE PROVIDED PRIOR TO SECOND READING)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:	
Emergency Medical Services (EMS) Contract Award Recommendation to purchase one new 2020 Ambulance from the HGAC Buy Cooperative Contract	
MEETING NAME AND DATE:	
Finance Committee meeting on December 14, 2020	
PRESENTER INFORMATION:	
Dave Thomas, Purchasing Director (Five Minutes Needed for Item Discussion)	
ITEM BACKGROUND:	
<p>The Purchasing Department received a request from Beaufort County's Emergency Medical Services Department to purchase one new 2020 Ford F450 4X2 Ambulance Conversion package to replace an Ambulance that was damaged in an accident. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department along with First Vehicle Services recommends the purchase of the Ford Ambulances due to their overall performance and the close proximity of the factory to Beaufort County.</p> <p>The HGAC Buy contract will provide a new 2020 Ford F450, 4X2 Type I Ambulance. The ambulance will be delivered to the County before the end of the fiscal year.</p>	
PROJECT / ITEM NARRATIVE:	
VENDOR INFORMATION:	COST:
Northwestern Emergency Vehicles, Jefferson, NC	\$205,326.00
AEV Ambulance	
SC Sales Tax	\$500.00
Grand Total	\$205,826.00
FISCAL IMPACT:	
Account #10401230-54000, Vehicle Purchases. The insurance check will cover the cost. Insurance reimbursement to account 10001230-51301-Total \$207,589.40, see the attachment.	
STAFF RECOMMENDATIONS TO COUNCIL:	
The Finance Committee approve and recommend to County Council the contract award to purchase one new 2020 Ford F450 4x2 Ambulance Conversion package from the aforementioned contractor for a total cost of \$205,826.00.	
OPTIONS FOR COUNCIL MOTION:	
Deny or approve the contract award and send to County Council for approval.	



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: AM10-20

AM10-20

Date Prepared:

11/19/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Beaufort County Council	Contractor:	AEV / NORTHWESTERN EMERGENCY VEHICLES
Contact Person:	Howell Youmaus	Prepared By:	David Hudler
Phone:	843-812-8030	Phone:	336-977-1015 (cell)
Fax:		Fax:	336-246-8978
Email:	howelly@bcgov.net	Email:	david@nwev.com

Product Code:	AM20AA03	Description:	Type I Ford F-450 4X2 AEV Ambulance
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$170,780.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
04-SU-170E Liquid Spring Suspension	3,445.00	05-EL-2424-Stop/Tail Whelen M9	618.00
05-HA-13HX Condenser ACC X717	937.00	05-EL-2430 Turn Whelen M9	702.00
02-BC-0500 Walk through Cab High	877.00	05-EL-2436 Back up Whelen M9	702.00
04-EA-14A8 Running Boards	1,547.00	05-EL-256B Entry Door Lights	355.00
04-BW-ABYA Rear Bumper	1,037.00	05-EL-45L4 Left Scene Light	565.00
06-IG-0310 Vanner 20-1050 CUL	1,480.00	05-EL-45TA Right Scene Light	565.00
07-01-SEIV Wise Child Seat	738.00	05-EL-46R4 Rear Load Lights	780.00
07-CA-48ZT Solid Surface	914.00	05PM-LRK3 Whelen M9 Warning Lights	2,898.00
04-HA-1310 Arctic Wedge	1,705.00	04-BW-DP7724	539.00
02-B8-1D80 Body Mod	1,469.00	04-BW-DP2D Aluminum Rear Kick Plate	684.00
04-EA-31C0 Electric Zico Step	2,330.00		
		Subtotal From Additional Sheet(s):	11,528.00
		Subtotal B:	24,887.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
GTT Opticom GPS Preemption High Priority Series	4,183.00		
EVS 1790 Seat Slide System ILO /SB	2,948.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	7,131.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	1	X Subtotal of A + B + C:	\$214,326.00	=	Subtotal D:	\$214,326.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: \$1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Change Chassis to Extended Cab	NA		
Discount	-10,000		
		Subtotal F:	-10000

Delivery Date: TBD **G. Total Purchase Price (D+E+F):** \$205,326.00

Periodic Cash Report

FY2020

Risk Management Dept. # 10001115

Prepared by: Tonya Brown

Date: 11/17/2020

ACCOUNT #	INSURANCE DESCRIPTION	CASH	CHECK #	CHECK AMOUNT	TOTAL
10001230-51301	Insurance Reimbursement - Asset 41993 Hit concrete overhang	\$0.00	ACH Credit 0134350	\$226,489.40	\$226,489.40
10001202-51301	Insurance Reimbursement - Asset 41864 Hit a deer	\$0.00	ACH Credit 0134493	\$11,439.80	\$11,439.80
50250011-51301	Insurance Reimbursement - Asset 23543 Rear ended	\$0.00	ACH Credit 0133639	\$414.24	\$414.24

TOTAL: \$238,343.44





State Treasurer of South Carolina
CURTIS M. LOFTIS JR.

**ONLINE
 Vendor Payment Search**

[Home](#) › [Search](#) › Details

Ems 1230

Invoice Record Details

Only the state agency listed below is able to provide detailed information about this payment. To inquire about the payment, please locate the phone number for the agency in the [SC State Phone Directory](#).

If you need further assistance, you may [email the State Treasurer's Office](#) or call us at 803.734.2686.

You searched for *EIN / SSN: 0311, Issued amount: 226489.40*

Item Summary:

Issue Date 10/28/2020
Issue Amount \$226,489.40
Check Payee BEAUFORT COUNTY RISK MANAGMENT
EDI Reference Number 1001222008
EDI Identifier 121000240000406
Clearing Doc Number 3419881069
Warrant Number
Fiscal Year 2021
Agency Number E550
Agency Name STATE FISCAL ACCT AUTHORITY

Item Details:

Invoice Record	Invoice Number	Invoice Date	Invoice Amount	Customer Reference Number	Account Reference
1	0134350	10/20/2020	\$226,489.40		E0116

- 18,900 Total reimbursement is \$207,589.40

Contact Information

For discrepancies with search results, please contact the [State Treasurer's Office](#): 803.734.2101

For technical questions concerning this application, contact [SC.gov](#):

Email: support@portal.sc.gov

Phone: 866.340.7105 | M-F, 8a.m.-5p.m.

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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation for Contract Award for Internal Auditing Services for Beaufort County to Elliott Davis, Columbia, SC
MEETING NAME AND DATE:
Finance Committee Meeting December 14, 2020
PRESENTER INFORMATION:
Whitney Richland, ACA/CFO (10 minutes needed for discussion)
ITEM BACKGROUND:
Beaufort County Council requested proposals on August 27, 2020, from qualified CPA firms to provide consulting services to assist with an internal audit within the County's Finance, Purchasing, and DSN Departments. The selected firm shall work with the County Administrator or designated staff to provide the services not to exceed one year, with four annual one-year extensions, not to exceed five years, subject to approval by County Council and appropriation of funds.
PROJECT / ITEM NARRATIVE:
Beaufort County received the two following qualified and responsible responses to the RFP on August 27, 2020: Baker Tilly, Madison, WI and Elliott Davis, Columbia, SC. A staff evaluation committee consisting of Eric Greenway, Interim County Administrator, Robert Bechtold, Deputy County Administrator, Whitney Richland, Assistant County Administrator and CFO, and Hayes Williams, Finance Director, evaluated and interviewed both firms. The evaluation committee unanimously ranked Elliott Davis as the number 1 firm and recommends them for the contract award. Elliott Davis All-inclusive Cost: \$63,750/395.5 hours of work for Finance, Purchasing and DSN Baker Tilly Piecemeal Costs: \$60,000/300 hours of work, Procure to Pay Audit of Purchasing \$100,000/475 hours of work, Sox Internal Control Review of Finance & Purchasing \$30,000/140 hours of work, Operational Review of DSN
FISCAL IMPACT:
<i>Funding 10001111-51160 \$33,000 and 10001000-56000 \$30,750.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the contract award to Elliott Davis
OPTIONS FOR COUNCIL MOTION:
<i>The Finance Committee is authorized to approve contracts under \$100,000. Therefore, if satisfied with Staff's recommendation to award the contract to Elliott Davis, the Finance Committee may approve this contract without the need for Council approval.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Hilton Head Island Airport (HXD) - Contract Extension – Southern Palmetto Landscapes, Inc.
MEETING NAME AND DATE:
Executive Committee - December 14, 2020
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (Time needed for presentation: 5 minutes)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
Hilton Head Island Airport has benefited from the Town of Hilton Head Island’s Landscape Maintenance Contract over the years for landscape maintenance services on the landside of the facility. This includes the commercial terminal “campus” area, parking lots, and the General Aviation “campus.” The contract was the subject of a Town of Hilton Head Island competitive bid process in 2017 and Southern Palmetto Landscapes, Inc. was selected as the contractor. The Town is now exercising a two-year extension of that contract. This contract is necessary at the airport because the airport does not have adequate staff to maintain areas outside of the airfield.
FISCAL IMPACT:
Funding for this project: Airport Operating Revenues
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the two-year Contract Extension – Southern Palmetto Landscape, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the two-year contract extension for landscape maintenance services with Southern Palmetto Landscapes, Inc. Motion to deny the two-year contract extension for landscape maintenance services with Southern Palmetto Landscapes, Inc. <i>(Next Step - Contract value is less than \$100,000. Staff to coordinate with THHI to extend contract term)</i>



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road
 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

TO: Councilman Paul Sommerville, Chairman, Beaufort County Executive Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Hilton Head Island Airport (HXD) – Contract Extension – Southern Palmetto Landscape, Inc.

DATE: December 14, 2020

BACKGROUND:

Hilton Head Island Airport has benefited from the Town of Hilton Head Island's Landscape Maintenance Contract over the years for landscape maintenance services on the landside of the facility. This includes the commercial terminal "campus" area, parking lots, and the General Aviation "campus." The contract was the subject of a Town of Hilton Head Island competitive bid process in 2017 and Southern Palmetto Landscapes, Inc. was selected as the contractor. The Town is now exercising a two-year extension of that contract. This contract is necessary at the airport because the airport does not have adequate staff to maintain areas outside of the airfield.

VENDOR BID INFORMATION:

Southern Palmetto Landscapes, Inc.

COST:

\$84,214.00 (total for 2 years)

FUNDING:

Airport Operating Revenues

FOR ACTION:

Executive Committee meeting occurring December 14, 2020

RECOMMENDATION:

Executive Committee approve the two-year contract extension for landscape maintenance services with Southern Palmetto Landscapes, Inc.

cc: Eric Greenway, Interim County Administrator
 Raymond Williams, Finance Director
 Jon Rembold, C.M., Airports Director

Encl: Recommendation Memo – BCAB Chairman Ackerman



TO: Councilman Paul Sommerville, Chairman, Beaufort County Executive Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Hilton Head Island Airport (HXD) - Contract Extension - Southern Palmetto Landscapes, Inc.

DATE: December 14, 2020

BACKGROUND:

Hilton Head Island Airport has benefited from the Town of Hilton Head Island’s Landscape Maintenance Contract over the years for landscape maintenance services on the landside of the facility. This includes the commercial terminal “campus” area, parking lots, and the General Aviation “campus.” The contract was the subject of a Town of Hilton Head Island competitive bid process in 2017 and Southern Palmetto Landscapes, Inc. was selected as the contractor. The Town is now exercising a two-year extension of that contract. This contract is necessary at the airport because the airport does not have adequate staff to maintain areas outside of the airfield.

The Airports Board has reviewed this proposed contract extension and recommends its approval.

VENDOR INFORMATION:

Southern Palmetto Landscapes, Inc.

COST:

\$84,214.00 (total for 2 years)

FUNDING:

Airport Operating Revenues

FOR ACTION:

Executive Committee meeting occurring December 14, 2020

RECOMMENDATION:

Executive Committee approve the two-year contract extension for landscape maintenance services with Southern Palmetto Landscapes, Inc.

Encl: Town of Hilton Head Island Agreement –Southern Palmetto Landscapes, Inc.

C05-2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT

THIS AGREEMENT is made this 1st day of ~~February~~ ^{MARCH} 2017 between Southern Palmetto Landscapes, Inc. (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to provide landscape maintenance and litter control for roads and properties in the Airport Area;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall perform services as described in "Exhibit A".
2. The total cost of this contract shall not exceed Forty Two Thousand One Hundred and Seven Dollars (\$42,107.00) per year.
3. The term of this Agreement shall be from March 1, 2017 to December 31, 2020 at which time, the Town has the right to exercise an extension for up to two years, in the Town's sole discretion.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain Two Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this contract without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
 - 12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of newly hired employees performing work under the contract by either:
 - (a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within five (5) business days after employing employee; or
 - (b) employing only workers who, at the time of said employment:
 1. possess a valid South Carolina driver's license or identification card; or
 2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or

3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 12.1 (a) or option 12.1 (b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

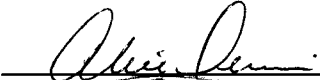
12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.


12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

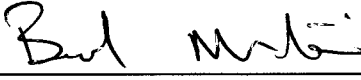
IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.


WITNESSES:

SOUTHERN PALMETTO LANDSCAPES, INC.





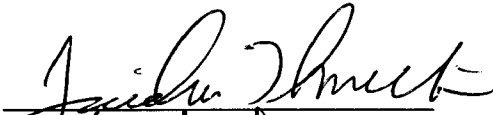
By: 


Bud Martin
Its: 

Owner

WITNESSES:

TOWN OF HILTON HEAD ISLAND





By: 

Gregory D. DeLoach, Esq.,
Its: Assistant Town Manager

SCOPE OF SERVICES
Airport Area

1. GENERAL REQUIREMENTS

The Contractor shall provide timely and professional services in accordance with the requirements and provisions specified herein.

The Contractor shall work closely with the Town of Hilton Head Facilities Management Division to assure quality landscape maintenance and litter control.

The Contractor shall employ workers who are competent and properly trained to perform the required work. Employees of the Contractor shall not be considered employees of the Town of Hilton Head Island.

The Contractor shall be responsible for supervising the work to assure quality assurance and compliance with all requirements specified herein.

The Contractor shall provide by the first of each month a schedule of all regularly scheduled maintenance activities, as well as additional services stated herein, such as spraying for insect/disease control, mulching, major pruning, application of seed and fertilizer and any other required tasks planned for that month.

The Contractor shall request and receive the Town's approval for any changes to the maintenance schedule submitted at the beginning of each month prior to making said changes.

2. LITTER CONTROL

Litter shall be defined as paper, cardboard, landscape debris, shopping carts, cigarette butts and any other miscellaneous item as determined by the Town.

The Contractor shall be responsible for removing all litter and debris prior to mowing and performing any other landscape services. Litter shall be removed from medians, both road shoulders up to the tree or fence line, bridges, pathways, road surfaces, parking lots and open spaces. Shopping carts shall be returned to the appropriate stores.

Litter in any area shall not be picked up from the window of a vehicle in which the worker is riding. No vehicle shall be driven in medians or on pathways.

Litter shall be picked up weekly at the Hilton Head Airport commercial and general aviation terminal areas. All litter shall be disposed of at the contractor's cost.

Any large or hazardous litter spill shall be picked up immediately upon notification by the Town.

3. LANDSCAPE MAINTENANCE

The Contractor shall be responsible for providing landscape maintenance to the following areas:

- A.** Hilton Head Airport Commercial and General Aviation terminal and parking areas
- B.** General Aviation Hangar area
- C.** Gateway Circle
- D.** Airport Drive

A badge is required for Crew Leader to enter hangar areas. This is obtained through Chief Yeager's office, located at the main terminal. This is required for crew leader at all times and crew must remain in his sight and hearing at all times while performing maintenance duties.

4. ROADWAY MAINTENANCE

- A.** Turf areas shall be mowed and trimmed weekly during the growing season (March 1st through November 30th) and every three weeks during the remainder of the year (December 1st through February 28th).
- B.** Mowing shall occur from edge of pavement to ditch or tree line, whichever is applicable. All ditches shall be completely trimmed so that the entire ditch is clean.
- C.** All turf areas shall be cleared of all litter and debris prior to mowing and trimming. Cleared litter and debris shall be properly disposed of.
- D.** All turf areas adjacent to sign posts, plant beds, and other barriers shall be trimmed in a manner and with frequency to maintain a neat appearance.
- E.** All turf areas adjacent to plant beds and along the edge of the road

pavement (or curb) shall be edged monthly to maintain the existing plant bed perimeters and eliminate overgrowth onto yellow and white traffic lines.

5. COMMERCIAL TERMINAL AND GENERAL AVIATION TERMINAL/HANGAR

A. All turf areas shall be mowed weekly during the growing season (March 1st through November 30th) and every three weeks in the remainder of the year. All sidewalks, decks, and parking lots shall be blown off weekly. Edging of sidewalks and parking lots shall be done as needed to maintain a neat appearance.

B. Pruning of all trees and shrubs, including the removal of dead palmetto fronds shall be performed as needed to maintain a neat and uniform appearance.

Appropriate major pruning of all trees and shrubs shall be performed between February 15th and March 15th, and between November 15th and December 15th. Major pruning shall include the removal of all seasonal dead wood and the trimming and shaping of live wood as needed to maintain a neat appearance. On newly planted trees and shrubs, remove only dead or broken limbs for the first growing season. Removal of more than 30% of the leaf surface of any tree is prohibited.

C. Spraying for insect and disease control shall be performed at least three times each year to the appropriate plants. The first application shall be performed during the cool weather season using a dormant oil. The second and third applications shall be done during the growing season. Applications shall include insecticides, fungicides and any other pesticides needed to achieve insect and disease control.

D. Weed control in the plant beds shall be performed by manual, mechanical or chemical means. Weed control shall be performed as needed to maintain a neat and weed free appearance at all times.

E. Mulching or pine strawing (as determined by the Town) of all plant beds shall be performed twice each year using clean fresh mulch or long leaf pine straw. The first application shall be performed between September 1st and October 1st and the second application shall be done between February 15th and March 15th.

6. MISCELLANEOUS REQUIREMENTS

The Contractor shall be responsible for performing all landscape maintenance activities in accordance with the following miscellaneous requirements:

- A. Appropriate work zone safety provisions shall be made at all times for the protection of highway traffic and workers. The Contractor shall provide signage as specified in the Manual on Uniform Control Devices.
- B. All workers shall wear safety vests at all times when performing the requirements of this contract. Vehicle caution lights shall be used when the vehicle is employed to perform any specification of this contract.
- C. All work shall be performed during daylight hours.
- D. All mowing equipment shall have safety lighting, turf type tires and deflective shielding on the mower decks. All mower blades shall be replaced or sharpened as needed to provide a clean cutting action.
- E. All tools and equipment shall be appropriate for the task performed and shall be maintained in good working condition.
- F. Application of pesticides shall be done in accordance with all applicable laws and under the direct supervision of a South Carolina Certified Pesticide Applicator.

7. PERFORMANCE REQUIREMENTS

The Contractor shall be responsible for coordinating; scheduling and supervising all work activities and shall perform in accordance with the following requirements:

All work shall be inspected by the Contractor and the Town for compliance with these specifications.

All incomplete or improperly performed work shall be rectified immediately upon notification. The Town shall withhold payment for work that is deemed incomplete or improperly performed.

- A. Adverse weather conditions may delay the schedule of work to be performed, but shall not eliminate the performance requirement for any work specified herein.

- B. All noticed maintenance needs not covered in these specifications (such as drainage, potholes, etc.) shall be reported to the Facilities Management Division immediately.
- C. At a minimum, the Contractor shall dedicate 80 man-hours per week during the growing season (March 1st through November 30th) and 40 man-hours during the remainder of the year (December 1st through February 28th) to perform the specifications herein.
- D. At a minimum, the Contractor shall have available at all times the following equipment to perform the specifications herein:
 - (1) 48" or greater mowers
 - (2) string trimmers
 - (2) back pack blowers
 - (2) edgers
 - (1) push blower
 - (2) back pack sprayers

The Contractor shall also have available all ancillary tools and equipment needed to perform the specifications herein (shovels, rakes, pruners etc.)

8. PLANT REPLACEMENT AND ADDITIONAL SERVICES

The Contractor may be requested to install additional (or replace damaged) plant materials, or perform additional services. The Contractor is responsible to notify the Town of any dead plant material and remove upon the Town's approval.

When the scope of additional services warrants, a written proposal shall be submitted for review and written acceptance by the Town. Additional services shall only be performed on a "time and materials" basis when conditions so warrant.

9. INSURANCE REQUIREMENTS

The Contractor shall provide a certificate of insurance and maintain at all times the following minimum insurance coverage and amounts per incident:

Worker's Compensation Insurance:	Statutory Amount
Aggregate General Liability Insurance:	\$2,000,000
Comprehensive Vehicle Liability Insurance:	\$2,000,000

MEMORANDUM

TO: Scott Liggett, Director of Public Projects and Facilities
FROM: Alice Derian, Contracts and Services Administrator
DATE: February 20, 2017
RE: IFB 2016-0033 Airport Area Maintenance and Litter Control

- 1. This invitation for bids complies with all the requirements of Title 11, Procurement and Purchasing Code.
- 2. An invitation for bid was issued on December 15, 2016 after the Town received notice from Ocean Woods Landscaping notifying us they did not wish to pursue any contract extensions as stipulated effective December 31, 2016. The Town received three bids on January 6, 2017. The following is a synopsis of those bids:


Southern Palmetto	\$42,107.00
*The Greenery Inc.	\$48,996.00
Local Vendor Preference	\$46,546.20
*Hilton Head Landscapes	\$49,140.00
Local Vendor Preference	\$46,683.00

- 3. Based on the above bids, it is recommended award be made to Southern Palmetto for an annual cost of \$42,107.00. This is budgeted for in the General Fund Account #11537020-53130 and will be reimbursed by Beaufort County per the intergovernmental service agreement, which is attached for approval and will take effect on March 1, 2017.

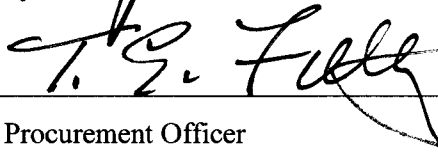
REVIEWED AND APPROVED:



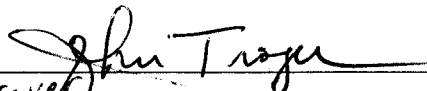
Julian Walls, Facilities Manager



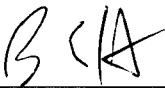
Scott Liggett, Director of Public Projects and Facilities/CIP Manager



Tom Fultz, Procurement Officer



~~Susan Simmons~~ John Troyer, Director of Finance



Brian Hulbert, Staff Attorney



BID SPECIFICATIONS

AIRPORT AREA SERVICES For LANDSCAPE MAINTENANCE AND LITTER CONTROL

December 2016

Facilities Management Division
12A Gateway Circle
Hilton Head Island, SC 29926
843-342-4581

**TOWN OF HILTON HEAD ISLAND
INVITATION FOR BID
LANDSCAPE MAINTENANCE AND LITTER CONTROL
AIRPORT AREA
IFB 2016-0033**

The Town of Hilton Head Island is soliciting sealed bids for a multi-year contract from qualified Contractors for the performance of landscape maintenance and litter control in the Airport Area in accordance with an established scope of work/specifications. Bid information and forms can be obtained from the Town's website at www.hiltonheadislandsc.gov or from contacting Facilities Management at 843-342-4581.

A **mandatory** pre-bid meeting will be conducted at 8:30AM on the 19th of December 2016 at Facilities Management, 12A Gateway Circle, Hilton Head Island, SC 29926. **The Town will only accept bids from those Contractors in attendance at this meeting.**

Sealed bids are due no later than 9:00AM, Friday, January 6, 2017. Bids will be opened at Town Hall at 9:05 AM the same day. No late bids will be accepted for any reason. No faxed bids will be accepted.

The award of a contract for these services will be based on the following criteria:

- Cost - adequacy of the proposed work force/equipment required to perform these services. Must meet Town's referenced minimum requirements.
- Responsiveness - responsibility of the bidder based on referenced past performance on contracts of similar requirements and scope.

Label bid on the outside of the sealed envelope with the following: **"IFB 2016-0033 AIRPORT AREA SERVICES"**. Hand carry bid to the Receptionist at Town Hall, One Town Center Court, Hilton Head Island, SC, or deliver by traceable means, i.e. Fed Ex; to Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Tom Fultz (IFB 2016-0033).

The Town reserves the right to accept or reject any or all bids received as a result of this invitation for bids or to negotiate with all qualified bidders, or to cancel in part or in its entirety this invitation for bids if it is in the best interest of the Town to do so.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your bid; or to procure or contract for any articles of goods or services.

Any bidder/offeror qualified for the "LOCAL VENDOR PREFERENCE" should fill out a certification statement, obtain proper certification and include it with bid/proposal in order to be considered for this preference. Certification forms are available on the Town's website at www.hiltonheadislandsc.gov or can be

obtained by contacting Tom Fultz at 341-4600. If certification has previously been confirmed, please include a copy of the certified form with the bid/proposal.

Bids must be signed by an official of your company authorized to bind the bidder, and shall contain a statement that the bid is good for a period of at least 60 days from the date of bid opening.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

BID INSTRUCTIONS:

Bids shall be submitted on the provided bid forms which must be filled out completely. All required Certificates of Insurance must be included with your bid. All Contractors will provide a minimum of three references for contracts of similar requirements and scope. Please provide name and current phone number of a primary point of contact for each reference. Where indicated, provide a listing of both the human resources and the equipment that will be assigned to perform the scope of work for this contract. Failure of your bid to comply with these requirements will render it non-responsive. Included in the bid information, is a sample contract format that will be used for the award of these services for reference only.

The Contractor shall be required to meet all tasks of this contract during the specified timeline for each. The Contractor and the Town will meet prior to the end of each month to review contract performance prior to the submission of invoices for that month. Failure on the part of the Contractor to perform all tasks in accordance with the specifications may result in non-payment of those services not deemed to be performed to an acceptable standard. Any repeated failure to correct noted deficiencies shall result in cancellation of this contract.

For more information concerning this solicitation, please contact Alice Derian at 843-342-4581.

SCOPE OF SERVICES

Airport Area

1. GENERAL REQUIREMENTS

The Contractor shall provide timely and professional services in accordance with the requirements and provisions specified herein.

The Contractor shall work closely with the Town of Hilton Head Facilities Management Division to assure quality landscape maintenance and litter control.

The Contractor shall employ workers who are competent and properly trained to perform the required work. Employees of the Contractor shall not be considered employees of the Town of Hilton Head Island.

The Contractor shall be responsible for supervising the work to assure quality assurance and compliance with all requirements specified herein.

The Contractor shall provide by the first of each month a schedule of all regularly scheduled maintenance activities, as well as additional services stated herein, such as spraying for insect/disease control, mulching, major pruning, application of seed and fertilizer and any other required tasks planned for that month.

The Contractor shall request and receive the Town's approval for any changes to the maintenance schedule submitted at the beginning of each month prior to making said changes.

2. LITTER CONTROL

Litter shall be defined as paper, cardboard, landscape debris, shopping carts, cigarette butts and any other miscellaneous item as determined by the Town.

The Contractor shall be responsible for removing all litter and debris prior to mowing and performing any other landscape services. Litter shall be removed from medians, both road shoulders up to the tree or fence line, bridges, pathways, road surfaces, parking lots and open spaces. Shopping carts shall be returned to the appropriate stores.

Litter in any area shall not be picked up from the window of a vehicle in which the worker is riding. No vehicle shall be driven in medians or on pathways.

Litter shall be picked up weekly at the Hilton Head Airport commercial and general aviation terminal areas. All litter shall be disposed of at the contractor's cost.

Any large or hazardous litter spill shall be picked up immediately upon notification by the Town.

3. LANDSCAPE MAINTENANCE

The Contractor shall be responsible for providing landscape maintenance to the following areas:

- A.** Hilton Head Airport Commercial and General Aviation terminal and parking areas
- B.** General Aviation Hangar area
- C.** Gateway Circle
- D.** Airport Drive

A badge is required for Crew Leader to enter hangar areas. This is obtained through Chief Yeager's office, located at the main terminal. This is required for crew leader at all times and crew must remain in his sight and hearing at all times while performing maintenance duties.

4. ROADWAY MAINTENANCE

- A.** Turf areas shall be mowed and trimmed weekly during the growing season (March 1st through November 30th) and every three weeks during the remainder of the year (December 1st through February 28th).
- B.** Mowing shall occur from edge of pavement to ditch or tree line, whichever is applicable. All ditches shall be completely trimmed so that the entire ditch is clean.
- C.** All turf areas shall be cleared of all litter and debris prior to mowing and trimming. Cleared litter and debris shall be properly disposed of.
- D.** All turf areas adjacent to sign posts, plant beds, and other barriers shall be trimmed in a manner and with frequency to maintain a neat appearance.
- E.** All turf areas adjacent to plant beds and along the edge of the road

pavement (or curb) shall be edged monthly to maintain the existing plant bed perimeters and eliminate overgrowth onto yellow and white traffic lines.

5. COMMERCIAL TERMINAL AND GENERAL AVIATION TERMINAL/HANGAR

A. All turf areas shall be mowed weekly during the growing season (March 1st through November 30th) and every three weeks in the remainder of the year. All sidewalks, decks, and parking lots shall be blown off weekly. Edging of sidewalks and parking lots shall be done as needed to maintain a neat appearance.

B. Pruning of all trees and shrubs, including the removal of dead palmetto fronds shall be performed as needed to maintain a neat and uniform appearance.

Appropriate major pruning of all trees and shrubs shall be performed between February 15th and March 15th, and between November 15th and December 15th. Major pruning shall include the removal of all seasonal dead wood and the trimming and shaping of live wood as needed to maintain a neat appearance. On newly planted trees and shrubs, remove only dead or broken limbs for the first growing season. Removal of more than 30% of the leaf surface of any tree is prohibited.

C. Spraying for insect and disease control shall be performed at least three times each year to the appropriate plants. The first application shall be performed during the cool weather season using a dormant oil. The second and third applications shall be done during the growing season. Applications shall include insecticides, fungicides and any other pesticides needed to achieve insect and disease control.

D. Weed control in the plant beds shall be performed by manual, mechanical or chemical means. Weed control shall be performed as needed to maintain a neat and weed free appearance at all times.

E. Mulching or pine strawing (as determined by the Town) of all plant beds shall be performed twice each year using clean fresh mulch or long leaf pine straw. The first application shall be performed between September 1st and October 1st and the second application shall be done between February 15th and March 15th.

6. MISCELLANEOUS REQUIREMENTS

The Contractor shall be responsible for performing all landscape maintenance activities in accordance with the following miscellaneous requirements:

- A. Appropriate work zone safety provisions shall be made at all times for the protection of highway traffic and workers. The Contractor shall provide signage as specified in the Manual on Uniform Control Devices.
- B. All workers shall wear safety vests at all times when performing the requirements of this contract. Vehicle caution lights shall be used when the vehicle is employed to perform any specification of this contract.
- C. All work shall be performed during daylight hours.
- D. All mowing equipment shall have safety lighting, turf type tires and deflective shielding on the mower decks. All mower blades shall be replaced or sharpened as needed to provide a clean cutting action.
- E. All tools and equipment shall be appropriate for the task performed and shall be maintained in good working condition.
- F. Application of pesticides shall be done in accordance with all applicable laws and under the direct supervision of a South Carolina Certified Pesticide Applicator.

7. PERFORMANCE REQUIREMENTS

The Contractor shall be responsible for coordinating; scheduling and supervising all work activities and shall perform in accordance with the following requirements:

All work shall be inspected by the Contractor and the Town for compliance with these specifications.

All incomplete or improperly performed work shall be rectified immediately upon notification. The Town shall withhold payment for work that is deemed incomplete or improperly performed.

- A. Adverse weather conditions may delay the schedule of work to be performed, but shall not eliminate the performance requirement for any work specified herein.

- B.** All noticed maintenance needs not covered in these specifications (such as drainage, potholes, etc.) shall be reported to the Facilities Management Division immediately.
- C.** At a minimum, the Contractor shall dedicate 80 man-hours per week during the growing season (March 1st through November 30th) and 40 man-hours during the remainder of the year (December 1st through February 28th) to perform the specifications herein.
- D.** At a minimum, the Contractor shall have available at all times the following equipment to perform the specifications herein:
 - (1) 48" or greater mowers
 - (2) string trimmers
 - (2) back pack blowers
 - (2) edgers
 - (1) push blower
 - (2) back pack sprayers

The Contractor shall also have available all ancillary tools and equipment needed to perform the specifications herein (shovels, rakes, pruners etc.)

8. PLANT REPLACEMENT AND ADDITIONAL SERVICES

The Contractor may be requested to install additional (or replace damaged) plant materials, or perform additional services. The Contractor is responsible to notify the Town of any dead plant material and remove upon the Town's approval.

When the scope of additional services warrants, a written proposal shall be submitted for review and written acceptance by the Town. Additional services shall only be performed on a "time and materials" basis when conditions so warrant.

9. INSURANCE REQUIREMENTS

The Contractor shall provide a certificate of insurance and maintain at all times the following minimum insurance coverage and amounts per incident:

Worker's Compensation Insurance:	Statutory Amount
Aggregate General Liability Insurance:	\$2,000,000
Comprehensive Vehicle Liability Insurance:	\$2,000,000

**AIRPORT AREA
Landscape Maintenance and Litter Control
IFB 2016-0033**

We have reviewed the specifications/scope of work for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required services from January 1, 2017 until December 31, 2020 for the sum of \$_____ annually. The contract may be renewed for an additional two-year period if both parties agree to the terms and conditions set forth by the original contract.

We shall dedicate _____ man-hours per week during the growing season (March 1st through November 30th) and _____ man-hours during the remainder of the year (December 1st through February 28th) to meet the required specifications. We shall use the following equipment to perform the required services of this contract:

(SEE REQUIRED MINIMUM LEVEL OF RESOURCES IN THE ATTACHED SCOPE OF WORK/SPECIFICATION)

The following companies may be contacted for references:
(List company, contact name and telephone number)

Reference 1: _____

Reference 2: _____

Reference 3: _____

This bid is in effect for 60 days following bid opening

COMPANY: _____

Owner/Manager: _____

Address: _____

Business License # _____

Telephone: _____

Signature: _____

Date: _____

Witness: _____

Attach Certificate of Insurance and Town of Hilton Head Island Business License
to Bid Form

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT**

THIS AGREEMENT is made this <<Date>> between <<Company Name>> (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to <<list service or supply>>;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to satisfactory completion as determined by the Town.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain Two Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this contract without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
 - 12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:
 - (a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or
 - (b) employing only workers who, at the time of said employment:
 1. possess a valid South Carolina driver's license or identification card; or
 2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or

3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

<<CONTRACTOR'S FULL NAME>>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
Gregory D. DeLoach, Esq.,
Its: Assistant Town Manager



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Ordinance for a State Accommodations Tax Budget Amendment</i>
MEETING NAME AND DATE:
County Council 12/14/2020
PRESENTER INFORMATION:
<i>Hayes Williams Finance Director/ Dick Farmer Chairman State Accommodation Tax Committee</i> <i>10 Minutes</i>
ITEM BACKGROUND:
<i>County Council originally approved the FY 2021 budget Ordinance 2020/22 Approved on June 22, 2020.</i>
PROJECT / ITEM NARRATIVE:
The original budget was a reduced budget due to the unknown affects of the COVID-19 virus. Beaufort County did not have an idea of how COVID-19 virus could positively or adversely affect the State Accommodations Funding. On October 27, 2020, Beaufort County received \$416,300 for first quarter funding for FY 2021 State Accommodations Tax. This amount was approximately \$133,000 higher than the average first quarter payments received in 2020, 2019 and 2018. Finance believes that this positive affect on revenues will be a continued trend, and that State Accommodations tax revenues should be closer to \$800,000 that the original projection of \$425,000.
FISCAL IMPACT:
<i>The projected additional revenues and distributions are included in Attachment A – Amended Budget column. The Funding for the distributions would be from State Accommodations Tax Funding.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approving the amended budget for State Accommodations Tax (Fund 2000).
OPTIONS FOR COUNCIL MOTION:
<i>The County Council can approve or deny the amended budget.</i> <i>Council First Reading on December 14, 2020.</i>

ORDINANCE No. 2020 / _____

AMENDING THE 2020-2021 BEAUFORT COUNTY BUDGET ORDINANCE

WHEREAS, on June 22, 2020 County Council adopted Ordinance No. 2020-22, adopting and establishing the countywide budget, to provide for the levy of tax for corporate Beaufort County for the fiscal year beginning July 1, 2020 and ending June 30, 2021, to make appropriations for said purposes, and to provide for budgetary control of the County’s fiscal affairs (the “Budget Ordinance”); and

WHEREAS, subsequently, the Budget Ordinance was amended on _____, 2020 to correct a mathematical error; and

WHEREAS, the Budget Ordinance addresses revenues and appropriations of funds from the state accommodations tax (the “State Accommodations Tax”); and

WHEREAS, when the Budget Ordinance was adopted, there was uncertainty with regard to the expected level of revenues to be expected from the State Accommodations Tax; and

WHEREAS, since that time, it has been determined that the revenues from the State Accommodations Tax are expected to be at a level similar to past years; and

WHEREAS, it is therefore appropriate to amend the Budget Ordinance to reflect the increased revenue expectations and to make additional appropriations therefrom;

NOW, THEREFORE, be it ordained by Beaufort County Council, that the provisions of the Budget Ordinance be amended to read as set forth in the attached “Attachment A”.

THE REMAINDER of the Budget Ordinance, as previously amended remains unchanged and is in full force and effect.

ORDERED in meeting duly assembled this _____ day of _____, 2021

Joe Passiment, Chairman

Attest: Sarah W. Brock, Clerk to Council

Beaufort County
 State Accommodations Tax Fund 2000
 Budget for FY 06/30/2021

ATTACHMENT A

Org	Object	Decription	Original Budget	Amended Budget
20000001	43320	ACCOMMD'TN TX FNDS-STATE	(425,000.00)	(800,000.00)
20000011	55000	DIRECT SUBSIDIES	250,000.00	500,000.00
20000011	55240	BFT CHAMBER OF COMMERCE	61,625.00	115,385.00
20000011	55280	HHI - BLUFFTON CHAMBER OF COMM	61,625.00	115,385.00
20000011	59100	XFER TO GENERAL FUND	45,000.00	63,750.00
		Net revenue over expenses	<u>(6,750.00)</u>	<u>(5,480.00)</u>

2020/2021 ATAX APPLICATIONS

Organization	Event/Project	Amount Requested	Received Last Year	Amount Rec'd #1	Amount Rec'd #2	Total Received	% of Ask	Name	Email Address	Notes
1 Friends of Hunting Island	Winter Market Research Study	\$ 7,600	\$ 5,000	\$ -	\$ -	\$ -	0.0%	Carol Corbin	carolcorbin@yahoo.com	Has the money/Withdraw
2 Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2020-2021 Operation of the Heyward House Museum and Welcome Center	\$ 200,000	\$ 120,000	\$ 120,000	\$ 109,300	\$ 229,300	114.7%	Robb Wells	Robb@Beaufortsc.org	Social Media/Cultural mktg replacing Black Chamber
3 Historic Bluffton Foundation		\$ 17,000	\$ 10,000	\$ 10,000	\$ 7,000	\$ 17,000	100.0%	Katie Epps	katie@heyardhouse.org	Ops
4 Lean Ensemble Theater	Lean Ensemble Theater Marketing	\$ 6,000	\$ 1,000	\$ -	\$ 1,500	\$ 1,500	25.0%	Blake White	info@leanensemble.org	Spectrum
5 Friends of the Spanish Moss Trail	Spanish Moss Trail Visitor Marketing Video	\$ 5,950	\$ 5,000	\$ 2,000	\$ 3,950	\$ 5,950	100.0%	Sissy Perryman	info@spanishmosstrail.com	Video
11 Historic Mitchelville Freedom Park	Holiday Tree Lighting, Freedom Day, Marketing and Site Prep / Design for Juneteenth Celebration	\$ 45,000	\$ 20,000	\$ 5,000	\$ 15,000	\$ 20,000	44.4%	Ahmed Ward	award@exploremitchelville.org	Outbound digital marketing-Juneteenth + Social Media
6 Beaufort Film Society	Beaufort International Film Festival (15th)	\$ 20,000	\$ 15,000	\$ 20,000	\$ -	\$ 20,000	100.0%	Ron Tucker	beaufortfilm@gmail.com	
7 Beaufort County Solid Waste & Recycling Department	Don't Take a Vacation from Recycling Campaign	\$ 44,425	\$ -	\$ -	\$ -	\$ -	0.0%	Ashley Jenkins	ashlevi@bcgov.net	
8 Penn Center Inc.	Penn Center & Heritage Days Celebration Operations & Marketing	\$ 60,000	\$ 31,500	\$ -	\$ -	\$ -	0.0%	Deloris Pringle	info@penncenter.com	\$31.5 from previous year is unspent
9 Coastal Discovery Museum	Cultural & EcoTourism Program	\$ 32,000	\$ 20,000	\$ 15,000	\$ 10,000	\$ 25,000	78.1%	Natalie Hefter	nhefter@coastaldiscovery.org	Mrktg/Dev
Break										
10 SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 29,700	\$ 40,000	\$ 29,700	\$ 10,300	\$ 40,000	134.7%	Pearch Morrison	Peach@SouthCarolinaLowcountry.com	Cut request 40% due to expectations: we restored
12 Hilton Head Choral Society	Marketing for Tourist/Visitor Development	\$ 4,000	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Margie Lechowicz	grantwriter@hiltonheadchoralsociety.org	
13 Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	\$ 9,000	\$ 3,500	\$ 2,000	\$ 2,000	\$ 4,000	44.4%	Linda Bloom	lbloom@artshhi.com	
Community Foundation of the Lowcountry / Reconstruction Beaufort	Restore and Add Stokes Freedman's Cottage to the Reconstruction Era National Historical Park Network	\$ 179,443	\$ -	\$ -	\$ -	\$ -	0.0%	Billy Keyserling	billvk@isic.net	
14 Reconstruction Beaufort	Repair and Add Grand Army of the Republic Hall to the Reconstruction National Historical Park Network	\$ 96,263	\$ -	\$ -	\$ -	\$ -	0.0%	Elijah Washington	revdoc42@hotmail.com	
15 Sons of Union Veterans of the Civil War of Beaufort SC	Restore and Add Brick Church Cottage to the Reconstruction Era National Historical Park Network	\$ 326,790	\$ -	\$ -	\$ -	\$ -	0.0%	Reverend Abraham Murray	brickbaptistchurch@centurylink.net	
25 Brick Baptist Church	Reconstruction Era National Historical Park Network	\$ 326,790	\$ -	\$ -	\$ -	\$ -	0.0%	Reverend Abraham Murray	brickbaptistchurch@centurylink.net	
16 Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000	\$ 6,000	\$ 5,300	\$ 4,700	\$ 10,000	100.0%	Jeff Gerber	Jeff@hiltonheadwineandfood.com	
17 The Original Gullah Festival of South Carolina, Inc.	The Gullah Festival	\$ 15,000	\$ 35,000	\$ -	\$ -	\$ -	0.0%	Thomas Hicks	trhicksii@gmail.com	No show for interview
18 Historic Port Royal Foundation	Historic Port Royal Exhibition Displays	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 10,000	100.0%	Deborah S. Johnson	unionchurch1004@gmail.com	
19 First Tee - The Lowcountry	Concierge Informational Event	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Pat Zuk	pzuk@thefirstteelowcountry.org	
Break										
20 Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing/Events	\$ 135,000	\$ 64,000	\$ -	\$ -	\$ -	0.0%	Kevin Holman	kholman@bcbcc.org	
21 NIBCAA	Hilton Head Island Gullah Celebration	\$ 42,400	\$ 23,000	\$ 15,000	\$ 5,000	\$ 20,000	47.2%	Courtney Young	cyoung@nibcaa.com	SM/Media-Out of local market only
22 Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Golf Channel TV Campaign	\$ 20,000	\$ 8,000	\$ -	\$ 15,000	\$ 15,000	75.0%	Barry Fleming	b_fleming@hargray.com	
23 Beaufort Area Hospitality Association	Northern Beaufort Visitors Map	\$ 15,000	\$ -	\$ 10,000	\$ 5,000	\$ 15,000	100.0%	Ashlee Houck	Ashlee@bfthospitality.com	
24 Gullah Museum Hilton Head Island	Permanent Exhibit/Renovation Project	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0.0%	Natahia Aiken	aiken1212@gmail.com	
26 Daufuskie Marsh Tacky Society	2nd Annual Daufuskie Marsh Tacky Rally	\$ 10,500	\$ -	\$ -	\$ 10,500	\$ 10,500	100.0%	Erica Veit	erica@daufuskiemarshhtacksociety.org	Start up
27 Port Royal Sound Foundation (PRSF)	Exhibit and Signage Renovation at the Maritime Center	\$ 56,750	\$ 26,500	\$ 26,000	\$ 30,750	\$ 56,750	100.0%	Jennifer E. Jenkins	jenkins@portroyalsoundfoundation.org	
TOTAL:		\$ 1,254,671	\$ 379,000	\$ 260,000	\$ 240,000	\$ 500,000	39.9%			
AMOUNT AVAILABLE:		\$ 260,000								
Amount Remaining:		\$ -								
Total Available #2:		\$ 240,000								
Amount Remaining #2:		\$ -								



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion on the submission required by the DMO's and Chambers related to revenues and expenditures</i>
MEETING NAME AND DATE:
Finance Committee 12/14/2020
PRESENTER INFORMATION:
<i>Hayes Williams 20 Minutes</i>
ITEM BACKGROUND:
<i>The Designated Marketing Organization's (DMO's) and Chambers that receive State Accommodations Tax Funding and Local Accommodations Tax funding need to submit in an agreeable format the revenues and related expenditures related to the grants received by Beaufort County.</i>
PROJECT / ITEM NARRATIVE:
Beaufort County is seeking transparency from the DMO's and Chambers that receive funding from the State Accommodations Tax Funding and the Local Accommodations Tax funding. The Finance Committee has reviewed several formats and desires to discuss the formats with Council. The examples related to the reporting requirements are attached.
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the Finance Committee approve a template for reporting by the DMO's and Chambers.
OPTIONS FOR COUNCIL MOTION:
<i>Recommend that the DMO's and Chambers that receive funding from the State Accommodations Tax Funding and the Local Accommodations Tax funding. Have a properly formatted template for accounting for related expenditures to the awards.</i>

ORDINANCE No. 2020 / _____

ESTABLISHING STANDARDS FOR REPORTING OF REVENUES AND EXPENDITURE BY DESIGNATED MARKETING ORGANIZATIONS AND CHAMBERS OF COMMERCE AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County Council (“county council”) annually appropriates funds to entities known as Designated Marketing Organizations (“DMOs”); and

WHEREAS, the DMOs receive funds from the state accommodations tax (2%) receipts, and

WHEREAS, the expenditure of these funds is governed by S.C. Code of Laws, Title 6 Chapter 4; and

WHEREAS Chapter 66, Article II, Division 1 of the Code of ordinance of Beaufort County also governs the activities of the DMOs through rules which apply to the DMOs and the County Accommodations Tax Board; and

WHEREAS, in addition to the reporting required by Beaufort County Code Section 66-29(3)(a); Council finds that it is necessary and appropriate to require that reporting contain specific information and be in a specified format; and

WHEREAS, Chapter 66, Article II, Division 2 addresses expenditures of the local (3%) accommodations tax; and

WHEREAS, Beaufort County is seeking transparency from the DMOs and Chambers that receive funding from the State Accommodations Tax Funding and the Local Accommodations Tax funding; and

WHEREAS, The DMOs and Chambers that receive State Accommodations Tax Funding and Local Accommodations Tax funding need to submit in an agreeable format the revenues and related expenditures related to the grants received by Beaufort County;

NOW, THEREFORE, be it ordained by County Council, that Under Chapter 6, Articles 1 and 2 cited above, DMOs and Chambers which receive either 2% or 3% funding, DMOs and Chambers shall submit reports in a format substantially similar to the template attached hereto as “Exhibit A”. These reports shall be submitted no later than annually at the reporting time set forth in Article II, Divisions 1 and 2. Failure to submit such reports in such format and at such time may result in a suspension of any further funding of the organization.

ORDERED in meeting duly assembled this _____ day of _____, 2021

Joe Passiment, Chairman

Attest: Sarah W. Brock, Clerk to Council

Memo

Date: August 31, 2020
RE: 2019/2020 Financial Report - Beaufort County

Attached is the 2019-2020 Financial Report for Beaufort County as well as the 2018-2019 Financial Audit. The Greater Beaufort-Port Royal CVB (hereafter “CVB”) reconciles the financials of the organization to reflect the allotment of approved expenditures along the DMO Investment percentages allocated after revenues are collected. In FY 19-20, Beaufort County’s investment was \$281,783.35 with an additional grant awarded by the Beaufort County ATAX committee of \$120,000.00. All-in-all, the investment into the designated Destination Marketing Organization of Northern Beaufort County was 43% of expenses and will reflect that breakout in our financials.

Some noteworthy information as you review our report. The receipts that have been supplied are from the total expenditures for those approved expenditures and not just the county’s 43%.

Revenues

Beaufort County State 2% DMO allocation - \$133,424.31

Beaufort County 3% Local ATAX - \$150,000.00

Beaufort County State 2% ATAX Grant - \$120,000.00

Expenses

The following receipts are provided in their entirety. (Financial Report has the breakout)

- Print Advertising
- Digital Advertising
- Social Media
- Public Relations
- Billboards
- SEO
- Recovery Advertising
- Website/Website Plugin
- Email Marketing
- Printing
- Tradeshow & Meetings
- Sales Advertising
- Research
- Fulfillment Services
- Booking Engine

Personnel - Personnel makes up 33% of our complete budget. The industry standard for our size DMO/CVB is 38%-42%.

General Expenses/Occupancy Expenses - These line codes are included in the report.

Greater Beaufort-Port Royal CVB

STATEMENT OF ACTIVITY

July 2019 - June 2020

	BEAUFORT COUNTY	BFT COUNTY GRANT	TOTAL BEAUFORT COUNTY	TOTAL
Revenue				
40000 - REVENUES				\$0.00
43000 - GOVERNMENT SUPPORT/GRANTS				\$0.00
43200 - DMO Funding				\$0.00
43210 - County DMO Funding	133,424.31		133,424.31	\$133,424.31
Total 43200 - DMO Funding	133,424.31		133,424.31	\$133,424.31
43300 - OTHER ATAX FUNDING	150,000.00		150,000.00	\$150,000.00
43500 - GRANTS				\$0.00
43510 - COUNTY ATAX GRANT		120,000.00	120,000.00	\$120,000.00
Total 43500 - GRANTS		120,000.00	120,000.00	\$120,000.00
Total 43000 - GOVERNMENT SUPPORT/GRANTS	283,424.31	120,000.00	403,424.31	\$403,424.31
Total 40000 - REVENUES	283,424.31	120,000.00	403,424.31	\$403,424.31
Total Revenue	\$283,424.31	\$120,000.00	\$403,424.31	\$403,424.31
GROSS PROFIT	\$283,424.31	\$120,000.00	\$403,424.31	\$403,424.31
Expenditures				
50000 - PERSONNEL EXPENSES	131,162.97		131,162.97	\$131,162.97
60000 - NON-PERSONNEL EXPENSES				\$0.00
61000 - GENERAL EXPENSES				\$0.00
61100 - SUPPLIES	2,694.99		2,694.99	\$2,694.99
61110 - POSTAGE & SHIPPING	1,327.75		1,327.75	\$1,327.75
61200 - PRINTING	224.70		224.70	\$224.70
61250 - COLLATERAL	141.56		141.56	\$141.56
Total 61200 - PRINTING	366.26		366.26	\$366.26
61300 - ADVERTISING				\$0.00
61310 - PRINT ADVERTISING		10,040.63	10,040.63	\$10,040.63
61320 - ELECTRONIC MEDIA		55,307.33	55,307.33	\$55,307.33
61340 - BILLBOARDS - Out of Home		18,842.50	18,842.50	\$18,842.50
61350 - SOCIAL MEDIA		26,119.31	26,119.31	\$26,119.31
61360 - EMAIL MARKETING		486.72	486.72	\$486.72
61370 - PUBLIC RELATIONS		10,508.62	10,508.62	\$10,508.62
61380 - WEBSITE	891.95		891.95	\$891.95
61381 - WEBSITE - PLUGINS	14,500.00		14,500.00	\$14,500.00
613820 - SEO	4,000.00		4,000.00	\$4,000.00
61390 - BEAUFORT AREA SPORTS COUNCIL	359.55		359.55	\$359.55
61399 - AD PRODUCTION / GRAPHIC DESIGN	4,484.01		4,484.01	\$4,484.01
Total 61300 - ADVERTISING	24,235.51	121,305.11	145,540.62	\$145,540.62
61400 - SALES - GROUPS & MEETINGS				\$0.00
61405 - MEMBERSHIP DUES	1,173.47		1,173.47	\$1,173.47
61420 - TRADESHOWS & MEETINGS	3,804.98		3,804.98	\$3,804.98
61430 - PROMOTIONAL ITEMS	551.72		551.72	\$551.72
61450 - PRINTING	1,379.45		1,379.45	\$1,379.45

Greater Beaufort-Port Royal CVB

STATEMENT OF ACTIVITY

July 2019 - June 2020

	BEAUFORT COUNTY	BFT COUNTY GRANT	TOTAL BEAUFORT COUNTY	TOTAL
61460 - ADVERTISING	4,234.67		4,234.67	\$4,234.67
61470 - FAM TOURS/SITE VISITS	922.34		922.34	\$922.34
Total 61400 - SALES - GROUPS & MEETINGS	12,066.63		12,066.63	\$12,066.63
61500 - TELEPHONE & TELECOMMUNICATIONS	2,315.48		2,315.48	\$2,315.48
61600 - BUSINESS/LIABILITY INSURANCE	2,242.80		2,242.80	\$2,242.80
61900 - FEES/SERVICE CHARGES				\$0.00
61910 - MERCHANT SERVICE FEES	3,115.83		3,115.83	\$3,115.83
Total 61900 - FEES/SERVICE CHARGES	3,115.83		3,115.83	\$3,115.83
Total 61000 - GENERAL EXPENSES	48,365.25	121,305.11	169,670.36	\$169,670.36
62000 - OCCUPANCY EXPENSES				\$0.00
62200 - UTILITIES	2,618.64		2,618.64	\$2,618.64
62400 - PUBLIC RESTROOM SUPPLIES	23.03		23.03	\$23.03
62600 - CONTRACT SERVICES				\$0.00
62610 - CUSTODIAL SERVICES	4,806.54		4,806.54	\$4,806.54
62690 - OTHER BLDG-RELATED SERVICES	339.07		339.07	\$339.07
Total 62600 - CONTRACT SERVICES	5,145.61		5,145.61	\$5,145.61
Total 62000 - OCCUPANCY EXPENSES	7,787.28		7,787.28	\$7,787.28
63000 - EQUIPMENT				\$0.00
63200 - EQUIPMENT MAINTENANCE/SERVICE				\$0.00
63210 - COPIER/PRINTER SERVICE CONTRACT	2,388.35		2,388.35	\$2,388.35
63250 - I/S SERVICE & SUPPORT	1,014.17		1,014.17	\$1,014.17
Total 63200 - EQUIPMENT MAINTENANCE/SERVICE	3,402.52		3,402.52	\$3,402.52
63300 - EQUIPMENT PURCHASE	370.39		370.39	\$370.39
Total 63000 - EQUIPMENT	3,772.91		3,772.91	\$3,772.91
64000 - CONTRACT SERVICES/PROF. FEES				\$0.00
61398 - DESIGN/PHOTOGRAPHY SERVICES	710.76		710.76	\$710.76
64100 - ACCOUNTING & AUDIT	7,949.36		7,949.36	\$7,949.36
64400 - RESEARCH	18,734.21		18,734.21	\$18,734.21
64700 - FULFILLMENT SERVICES	4,017.17		4,017.17	\$4,017.17
64900 - OTHER SERVICES				\$0.00
64920 - ACCOUNT SERVICES	9,385.50		9,385.50	\$9,385.50
64930 - MEDIA PLACEMENT	15,262.94		15,262.94	\$15,262.94
Total 64900 - OTHER SERVICES	24,648.44		24,648.44	\$24,648.44
Total 64000 - CONTRACT SERVICES/PROF. FEES	56,059.94		56,059.94	\$56,059.94
69000 - OTHER EXPENSES				\$0.00
61385 - BOOKING ENGINE	4,935.00		4,935.00	\$4,935.00
Total 69000 - OTHER EXPENSES	4,935.00		4,935.00	\$4,935.00
Total 60000 - NON-PERSONNEL EXPENSES	120,920.38	121,305.11	242,225.49	\$242,225.49

Greater Beaufort-Port Royal CVB

STATEMENT OF ACTIVITY

July 2019 - June 2020

	BEAUFORT COUNTY	BFT COUNTY GRANT	TOTAL BEAUFORT COUNTY	TOTAL
70000- RECOVERY AD SPEND	29,700.00		29,700.00	\$29,700.00
Total Expenditures	\$281,783.35	\$121,305.11	\$403,088.46	\$403,088.46
NET OPERATING REVENUE	\$1,640.96	\$ -1,305.11	\$335.85	\$335.85
NET REVENUE	\$1,640.96	\$ -1,305.11	\$335.85	\$335.85

**Greater Beaufort-Port Royal CVB
Statement of Activity Detail
July 2019 - June 2020**

	Date	Name	Class	Amount	Balance
61200 - PRINTING					
	02/06/2020	Murr Printing	BEAUFORT COUNTY	44.04	44.04
	02/06/2020	Murr Printing	BEAUFORT COUNTY	65.61	109.65
	06/27/2020	SK Signs & Designs	BEAUFORT COUNTY	115.05	224.70
Total for 61200 - PRINTING				\$ 224.70	
61300 - ADVERTISING					
61310 - PRINT ADVERTISING					
	07/10/2019	Waterway Guide	BEAUFORT COUNTY:BFT COUNTY GRANT	1,314.00	1,314.00
	08/21/2019	Lowcountry Weekly	BEAUFORT COUNTY:BFT COUNTY GRANT	135.00	1,449.00
	09/02/2019	Carolina Publishing & Associates	BEAUFORT COUNTY:BFT COUNTY GRANT	1,167.75	2,616.75
	09/04/2019	Lowcountry Weekly	BEAUFORT COUNTY:BFT COUNTY GRANT	135.00	2,751.75
	09/16/2019	Island News Publishing, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	90.00	2,841.75
	12/18/2019	Lowcountry Weekly	BEAUFORT COUNTY:BFT COUNTY GRANT	135.00	2,976.75
	12/26/2019	Carolina Publishing & Associates	BEAUFORT COUNTY:BFT COUNTY GRANT	1,167.75	4,144.50
	01/08/2020	Lowcountry Weekly	BEAUFORT COUNTY:BFT COUNTY GRANT	79.88	4,224.38
	01/15/2020	Madden	BEAUFORT COUNTY:BFT COUNTY GRANT	3,251.25	7,475.63
	01/17/2020	Island News Publishing, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	245.25	7,720.88
	03/18/2020	Lowcountry Weekly	BEAUFORT COUNTY:BFT COUNTY GRANT	69.75	7,790.63
	03/25/2020	Meredith Corporation	BEAUFORT COUNTY:BFT COUNTY GRANT	2,250.00	10,040.63
Total for 61310 - PRINT ADVERTISING				\$ 10,040.63	
61320 - ELECTRONIC MEDIA					
	09/16/2019	Valassis Digital Corp.	BEAUFORT COUNTY:BFT COUNTY GRANT	1,140.24	1,140.24
	09/16/2019	TripAdvisor, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	1,052.33	2,192.57
	09/25/2019	StackAdapt	BEAUFORT COUNTY:BFT COUNTY GRANT	1,625.07	3,817.64
	09/30/2019	StackAdapt	BEAUFORT COUNTY:BFT COUNTY GRANT	3,392.46	7,210.10
	10/07/2019	TripAdvisor, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	1,897.36	9,107.46
	10/25/2019	Valassis Digital Corp.	BEAUFORT COUNTY:BFT COUNTY GRANT	4,706.58	13,814.04
	10/31/2019	Valassis Digital Corp.	BEAUFORT COUNTY:BFT COUNTY GRANT	3,249.13	17,063.17
	10/31/2019	StackAdapt	BEAUFORT COUNTY:BFT COUNTY GRANT	3,536.30	20,599.47
	11/06/2019	TripAdvisor, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	1,762.28	22,361.75
	11/20/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	2,882.36	25,244.11
	11/30/2019	Valassis Digital Corp.	BEAUFORT COUNTY:BFT COUNTY GRANT	1,404.05	26,648.16
	11/30/2019	StackAdapt	BEAUFORT COUNTY:BFT COUNTY GRANT	1,646.06	28,294.22
	12/09/2019	TripAdvisor, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	538.06	28,832.28
	12/16/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	3,294.12	32,126.40
	12/19/2019	Alabama Media Group	BEAUFORT COUNTY:BFT COUNTY GRANT	10,920.00	43,046.40
	01/23/2020	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	411.77	43,458.17
	02/14/2020	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	2,162.41	45,620.58
	02/29/2020	StackAdapt	BEAUFORT COUNTY:BFT COUNTY GRANT	3,487.34	49,107.92
	03/09/2020	TripAdvisor, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	1,847.29	50,955.21
	04/08/2020	TripAdvisor, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	968.09	51,923.30
	04/30/2020	StackAdapt	BEAUFORT COUNTY:BFT COUNTY GRANT	1,737.97	53,661.27
Total for 61320 - ELECTRONIC MEDIA				\$ 53,661.27	
61340 - BILLBOARDS - Out of Home					
	07/01/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	1,150.00
	07/22/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	380.00	1,530.00
	07/31/2019	WHHI	BEAUFORT COUNTY:BFT COUNTY GRANT	250.00	1,780.00
	08/01/2019	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	2,092.50
	08/01/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	3,242.50
	08/01/2019	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	975.00	4,217.50
	09/01/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	5,367.50
	09/01/2019	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	5,680.00
	09/30/2019	WHHI	BEAUFORT COUNTY:BFT COUNTY GRANT	250.00	5,930.00
	10/01/2019	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	6,242.50
	10/01/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	7,392.50
	10/31/2019	iHeartMedia	BEAUFORT COUNTY:BFT COUNTY GRANT	250.00	7,642.50
	11/01/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	8,792.50
	11/01/2019	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	9,105.00
	11/30/2019	iHeartMedia	BEAUFORT COUNTY:BFT COUNTY GRANT	570.00	9,675.00
	12/01/2019	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	10,825.00
	12/02/2019	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	11,137.50
	12/10/2019	iHeartMedia	BEAUFORT COUNTY:BFT COUNTY GRANT	180.00	11,317.50
	01/10/2020	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	11,630.00
	01/10/2020	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	12,780.00
	02/01/2020	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	13,930.00
	03/01/2020	Departure Media, Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	312.50	14,242.50
	03/01/2020	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	15,392.50
	04/01/2020	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	16,542.50
	05/01/2020	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	17,692.50

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	06/01/2020	Adams Outdoor Advertising	BEAUFORT COUNTY:BFT COUNTY GRANT	1,150.00	18,842.50
Total for 61340 - BILLBOARDS - Out of Home				\$ 18,842.50	
61350 - SOCIAL MEDIA					
	07/09/2019	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	625.00
	08/06/2019	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	1,250.00
	09/11/2019	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	1,875.00
	10/12/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	2,325.00
	10/14/2019	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	2,950.00
	11/06/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	3,400.00
	11/06/2019	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	4,025.00
	11/12/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	4,475.00
	11/17/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	4,925.00
	11/23/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	5,375.00
	11/29/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	5,825.00
	11/30/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	47.53	5,872.53
	12/03/2019	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	6,497.53
	12/31/2019	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	225.69	6,723.22
	01/03/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	830.97	7,554.19
	01/19/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	8,004.19
	01/23/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	8,454.19
	01/28/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	8,904.19
	01/31/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	229.49	9,133.68
	02/03/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	9,758.68
	02/03/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	10,208.68
	02/07/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	10,658.68
	02/12/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	11,108.68
	02/16/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	11,558.68
	02/20/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	12,008.68
	03/03/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	12,633.68
	03/06/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	536.33	13,170.01
	03/07/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	13,620.01
	03/10/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	14,070.01
	03/12/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	14,520.01
	03/15/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	450.00	14,970.01
	03/31/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	253.08	15,223.09
	04/03/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	15,848.09
	04/08/2020	RELIC	BEAUFORT COUNTY:BFT COUNTY GRANT	250.00	16,098.09
	04/30/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	13.86	16,111.95
	05/03/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	16,736.95
	05/26/2020	RELIC	BEAUFORT COUNTY:BFT COUNTY GRANT	500.00	17,236.95
	05/31/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	25.28	17,262.23
	06/27/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	625.00	17,887.23
	06/30/2020	FACEBOOK	BEAUFORT COUNTY:BFT COUNTY GRANT	19.94	17,907.17
Total for 61350 - SOCIAL MEDIA				\$ 17,907.17	
61360 - EMAIL MARKETING					
	12/30/2019	Mailchimp	BEAUFORT COUNTY:BFT COUNTY GRANT	57.59	57.59
	01/01/2020	Digital Ocean	BEAUFORT COUNTY:BFT COUNTY GRANT	2.23	59.82
	01/30/2020	Mailchimp	BEAUFORT COUNTY:BFT COUNTY GRANT	57.59	117.41
	01/31/2020	Digital Ocean	BEAUFORT COUNTY:BFT COUNTY GRANT	2.23	119.64
Total for 61360 - EMAIL MARKETING				\$ 119.64	
61370 - PUBLIC RELATIONS					
	07/30/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	800.00	800.00
	09/03/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	1,717.47	2,517.47
	10/02/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	940.37	3,457.84
	10/28/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	800.00	4,257.84
	11/19/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	816.00	5,073.84
	12/18/2019	Ferebee Lane	BEAUFORT COUNTY:BFT COUNTY GRANT	800.00	5,873.84
	01/06/2020	Touchpoint Communications, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	640.00	6,513.84
	02/05/2020	Touchpoint Communications, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	640.00	7,153.84
	03/05/2020	Touchpoint Communications, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	640.00	7,793.84
	04/01/2020	Touchpoint Communications, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	888.54	8,682.38
	05/05/2020	Touchpoint Communications, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	640.00	9,322.38
	05/25/2020	SK Signs & Designs	BEAUFORT COUNTY:BFT COUNTY GRANT	96.00	9,418.38
	06/04/2020	Touchpoint Communications, LLC	BEAUFORT COUNTY:BFT COUNTY GRANT	640.00	10,058.38
	06/27/2020	Lynn Seldon Inc.	BEAUFORT COUNTY:BFT COUNTY GRANT	450.24	10,508.62
Total for 61370 - PUBLIC RELATIONS				\$ 10,508.62	
61380 - WEBSITE					
	07/23/2019	Net Galaxy Studios	BEAUFORT COUNTY	409.28	409.28
	07/30/2019	Ferebee Lane	BEAUFORT COUNTY	8.64	417.92
	09/03/2019	Ferebee Lane	BEAUFORT COUNTY	8.64	426.56
	09/17/2019	Net Galaxy Studios	BEAUFORT COUNTY	30.15	456.71
	12/18/2019	Ferebee Lane	BEAUFORT COUNTY	228.96	685.67
	01/02/2020	Net Galaxy Studios	BEAUFORT COUNTY	81.00	766.67
	03/04/2020	Ferebee Lane	BEAUFORT COUNTY	82.08	848.75
	04/29/2020	Ferebee Lane	BEAUFORT COUNTY	43.20	891.95

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Total for 61380 - WEBSITE				\$ 891.95	
61381 - WEBSITE - PLUGINS					
	08/06/2019	ITI Marketing, INC.	BEAUFORT COUNTY	6,000.00	6,000.00
	08/16/2019	Threshold 360 Inc.	BEAUFORT COUNTY	8,500.00	14,500.00
Total for 61381 - WEBSITE - PLUGINS				\$ 14,500.00	
613820 - SEO					
	07/30/2019	Ferebee Lane	BEAUFORT COUNTY	500.00	500.00
	09/03/2019	Ferebee Lane	BEAUFORT COUNTY	500.00	1,000.00
	10/02/2019	Ferebee Lane	BEAUFORT COUNTY	500.00	1,500.00
	10/28/2019	Ferebee Lane	BEAUFORT COUNTY	500.00	2,000.00
	11/19/2019	Ferebee Lane	BEAUFORT COUNTY	500.00	2,500.00
	12/18/2019	Ferebee Lane	BEAUFORT COUNTY	500.00	3,000.00
	01/27/2020	Ferebee Lane	BEAUFORT COUNTY	500.00	3,500.00
	03/04/2020	Ferebee Lane	BEAUFORT COUNTY	500.00	4,000.00
Total for 613820 - SEO				\$ 4,000.00	
61390 - BEAUFORT AREA SPORTS COUNCIL					
	07/03/2019	South Carolina Sports Alliance	BEAUFORT COUNTY	45.00	45.00
	08/31/2019	Premier Travel Media	BEAUFORT COUNTY	269.55	314.55
	10/28/2019	Ferebee Lane	BEAUFORT COUNTY	45.00	359.55
Total for 61390 - BEAUFORT AREA SPORTS COUNCIL				\$ 359.55	
61399 - AD PRODUCTION / GRAPHIC DESIGN					
	07/30/2019	Ferebee Lane	BEAUFORT COUNTY	562.50	562.50
	08/13/2019	SK Signs & Designs	BEAUFORT COUNTY	328.95	891.45
	10/02/2019	Ferebee Lane	BEAUFORT COUNTY	250.00	1,141.45
	10/02/2019	Ferebee Lane	BEAUFORT COUNTY	595.62	1,737.07
	10/02/2019	Ferebee Lane	BEAUFORT COUNTY	250.00	1,987.07
	10/02/2019	Ferebee Lane	BEAUFORT COUNTY	591.88	2,578.95
	10/28/2019	Ferebee Lane	BEAUFORT COUNTY	437.50	3,016.45
	10/28/2019	Ferebee Lane	BEAUFORT COUNTY	562.50	3,578.95
	10/28/2019	SK Signs & Designs	BEAUFORT COUNTY	2.68	3,581.63
	12/18/2019	Ferebee Lane	BEAUFORT COUNTY	250.00	3,831.63
	12/18/2019	Ferebee Lane	BEAUFORT COUNTY	312.50	4,144.13
	12/18/2019	Ferebee Lane	BEAUFORT COUNTY	250.00	4,394.13
Total for 61399 - AD PRODUCTION / GRAPHIC DESIGN				\$ 4,394.13	
Total for 61300 - ADVERTISING				\$ 135,225.46	
61400 - SALES - GROUPS & MEETINGS					
61405 - MEMBERSHIP DUES					
	10/23/2019	American Bus Association	BEAUFORT COUNTY	266.60	266.60
	11/05/2019	Destination Development Association	BEAUFORT COUNTY	64.50	331.10
	12/02/2019	MCASC	BEAUFORT COUNTY	96.75	427.85
	12/17/2019	SYTA	BEAUFORT COUNTY	406.35	834.20
	05/01/2020	SCSAE	BEAUFORT COUNTY	107.50	941.70
Total for 61405 - MEMBERSHIP DUES				\$ 941.70	
61420 - TRADESHOWS & MEETINGS					
	07/02/2019	American Bus Association	BEAUFORT COUNTY	685.85	685.85
	08/10/2019	Free Spirit Vacations and Events	BEAUFORT COUNTY	255.85	941.70
	08/17/2019	NCMA-VMA-MCASC Meeting	BEAUFORT COUNTY	384.85	1,326.55
	09/01/2019	SCSAE	BEAUFORT COUNTY	204.25	1,530.80
	12/01/2019	MWR Department	BEAUFORT COUNTY	225.75	1,756.55
	12/19/2019	SYTA	BEAUFORT COUNTY	440.75	2,197.30
	01/02/2020	TRAVEL ALLIANCE	BEAUFORT COUNTY	571.90	2,769.20
	01/06/2020	SC.GOV	BEAUFORT COUNTY	171.57	2,940.77
	02/12/2020	SCSAE	BEAUFORT COUNTY	96.75	3,037.52
	02/24/2020	Travel South USA	BEAUFORT COUNTY	15.05	3,052.57
Total for 61420 - TRADESHOWS & MEETINGS				\$ 3,052.57	
61450 - PRINTING					
	09/30/2019	SK Signs & Designs	BEAUFORT COUNTY	33.01	33.01
	10/01/2019	Creative Printing, Inc.	BEAUFORT COUNTY	496.78	529.79
	01/06/2020	Creative Printing, Inc.	BEAUFORT COUNTY	125.87	655.66
	03/05/2020	Creative Printing, Inc.	BEAUFORT COUNTY	501.19	1,156.85
	03/17/2020	SK Signs & Designs	BEAUFORT COUNTY	55.65	1,212.50
	05/23/2020	SK Signs & Designs	BEAUFORT COUNTY	166.95	1,379.45
Total for 61450 - PRINTING				\$ 1,379.45	
61460 - ADVERTISING					
	01/07/2020	The Group Travel Leader	BEAUFORT COUNTY	934.50	934.50
	01/20/2020	The YGS Group	BEAUFORT COUNTY	1,631.70	2,566.20
	05/01/2020	Pioneer Publishing	BEAUFORT COUNTY	546.00	3,112.20
	06/08/2020	Naylor, LLC	BEAUFORT COUNTY	1,122.47	4,234.67
Total for 61460 - ADVERTISING				\$ 4,234.67	
Total for 61400 - SALES - GROUPS & MEETINGS				\$ 10,850.34	
61398 - DESIGN/PHOTOGRAPHY SERVICES					
	07/09/2019	SK Signs & Designs	BEAUFORT COUNTY	88.01	88.01
	02/17/2020	Captured Moments	BEAUFORT COUNTY	94.00	182.01
	06/18/2020	SK Signs & Designs	BEAUFORT COUNTY	352.50	534.51

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Total for 61398 - DESIGN/PHOTOGRAPHY SERVICES				\$	534.51	
64100 - ACCOUNTING & AUDIT						
Total for 64100 - ACCOUNTING & AUDIT				\$	7,949.36	
64400 - RESEARCH						
	09/24/2019	STR, Inc.	BEAUFORT COUNTY		70.50	70.50
	11/25/2019	USC Beaufort	BEAUFORT COUNTY		470.00	540.50
	12/20/2019	Alabama Media Group	BEAUFORT COUNTY		3,440.00	3,980.50
	01/02/2020	STR, Inc.	BEAUFORT COUNTY		1,034.00	5,014.50
	01/24/2020	AIRDNA	BEAUFORT COUNTY		188.00	5,202.50
	03/19/2020	STR, Inc.	BEAUFORT COUNTY		930.60	6,133.10
	04/17/2020	Magellan Strategy Group, LLC	BEAUFORT COUNTY		7,191.00	13,324.10
	06/23/2020	Magellan Strategy Group, LLC	BEAUFORT COUNTY		2,350.00	15,674.10
Total for 64400 - RESEARCH				\$	15,674.10	
64700 - FULFILLMENT SERVICES						
	07/01/2019	Kennickell Group	BEAUFORT COUNTY		78.17	78.17
	07/01/2019	Kennickell Group	BEAUFORT COUNTY		231.37	309.54
	07/19/2019	Kennickell Group	BEAUFORT COUNTY		270.85	580.39
	07/31/2019	Kennickell Group	BEAUFORT COUNTY		473.65	1,054.04
	07/31/2019	Kennickell Group	BEAUFORT COUNTY		67.75	1,121.79
	08/19/2019	Kennickell Group	BEAUFORT COUNTY		113.47	1,235.26
	08/30/2019	Kennickell Group	BEAUFORT COUNTY		82.47	1,317.73
	08/31/2019	Kennickell Group	BEAUFORT COUNTY		383.04	1,700.77
	09/30/2019	Kennickell Group	BEAUFORT COUNTY		144.84	1,845.61
	10/31/2019	Kennickell Group	BEAUFORT COUNTY		137.05	1,982.66
	10/31/2019	Kennickell Group	BEAUFORT COUNTY		202.22	2,184.88
	11/18/2019	Kennickell Group	BEAUFORT COUNTY		224.44	2,409.32
	11/27/2019	Kennickell Group	BEAUFORT COUNTY		70.45	2,479.77
	11/30/2019	Kennickell Group	BEAUFORT COUNTY		190.45	2,670.22
	12/31/2019	Kennickell Group	BEAUFORT COUNTY		201.43	2,871.65
	01/13/2020	Kennickell Group	BEAUFORT COUNTY		98.70	2,970.35
	01/30/2020	Kennickell Group	BEAUFORT COUNTY		115.99	3,086.34
	01/31/2020	Kennickell Group	BEAUFORT COUNTY		210.16	3,296.50
	04/30/2020	Kennickell Group	BEAUFORT COUNTY		184.29	3,480.79
	05/31/2020	Kennickell Group	BEAUFORT COUNTY		272.34	3,753.13
	06/30/2020	Kennickell Group	BEAUFORT COUNTY		208.55	3,961.68
Total for 64700 - FULFILLMENT SERVICES				\$	3,961.68	
69000 - OTHER EXPENSES						
61385 - BOOKING ENGINE						
	11/01/2019	Simpleview, LLC	BEAUFORT COUNTY		1,527.50	1,527.50
	11/01/2019	Simpleview, LLC	BEAUFORT COUNTY		3,407.50	4,935.00
Total for 61385 - BOOKING ENGINE				\$	4,935.00	
Total for 69000 - OTHER EXPENSES				\$	4,935.00	
Total for 60000 - NON-PERSONNEL EXPENSES				\$	224,090.20	
70000- RECOVERY AD SPEND						
	06/30/2020	Alabama Media Group	BEAUFORT COUNTY		14,850.00	14,850.00
Total for 70000- RECOVERY AD SPEND				\$	14,850.00	
Total for Expenditures				\$	238,965.20	

Monday, Oct 05, 2020 02:40:43 AM GMT-7 - Accrual Basis



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
FINANCE COMMITTEE MEETING <ul style="list-style-type: none">DECEMBER 14, 2020
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HERVOCHON
ITEM BACKGROUND:
AIRPORTS BOARD <ul style="list-style-type: none">LESLIE ADAMS FLORY
PROJECT / ITEM NARRATIVE:
CONSIDERATION FOR REAPPOINTMENT TO AIRPORTS BOARD ON FEBURARY 2021
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT OF LESLIE ADAMS FLORY FOR AIRPORTS BOARD.

December 2, 2020

Beaufort County Council

Beaufort, South Carolina

To Whom It May Concern:

This is a statement to verify that I, Leslie Adlam Flory, am seeking REAPPOINTMENT to the BEAUFORT COUNTY AIRPORTS BOARD. This will go into effect immediately.

Sincerely,



Leslie Adlam Flory

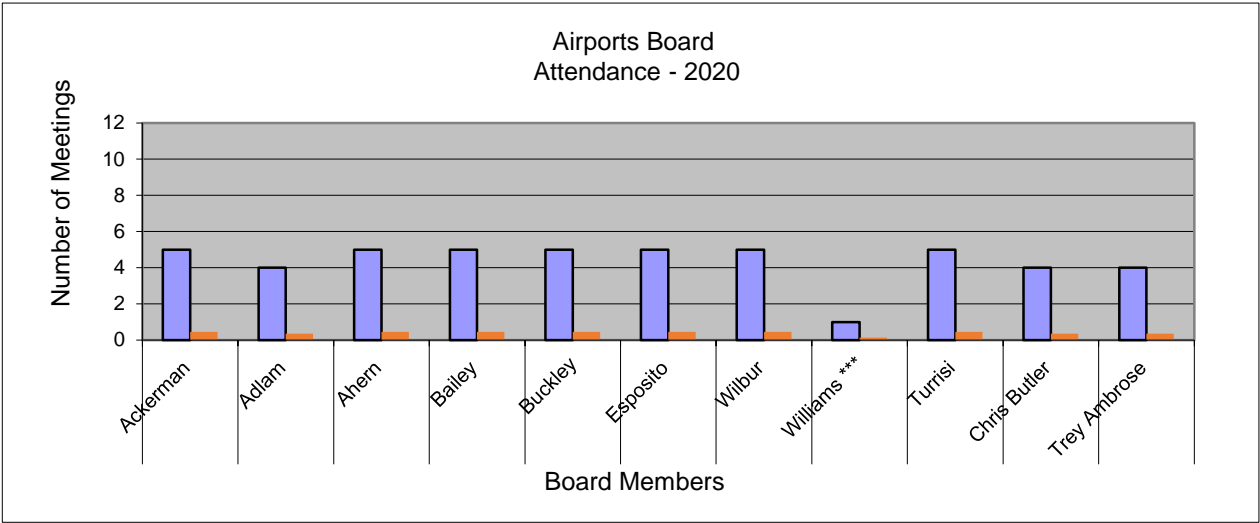


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Airports Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Ackerman	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Adlam	1	0	0	1	0	1	1	0	0	0	0	*	4	36%
Ahern	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Bailey	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Buckley	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Esposito	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Wilbur	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Williams ***	1	0	0	***	***	***	***	0	0	0	0	*	1	14%
Turrisi	1	0	0	1	1	1	1	0	0	0	0	*	5	45%
Chris Butler	1	0	0	1	1	1	0	0	0	0	0	*	4	36%
Trey Ambrose	1	0	0	1	1	1	0	0	0	0	0	*	4	36%

1 - Present
 0 - Absent
 No meeting
 ** Resigned
 * Appointed
 **Blakely W. resigned 2/18/2020
 **Dan Ahern resigned
 /18/2020 volunteering to stay
 until we will find a
 replacement
 Webex meetings



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Notes

February meeting was cancelled due to the board members' low participation. March meeting was cancelled due to the coronavirus epidemic while April meeting was held via Webex. May, June & July were held via Webex as well.