



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

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

**Monday, September 18, 2023
3:00 PM**

AGENDA

COMMITTEE MEMBERS:

MARK LAWSON, CHAIRMAN
DAVID P. BARTHOLOMEW
YORK GLOVER

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - July 26, 2023
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**
Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.
7. DIVISION UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR'S DALE BUTTS & PATRICK HILL

AGENDA ITEMS

8. DISCUSSION AND PRESENTATION OF YEAR TO DATE FINANCIAL STATEMENTS FOR FY 2024
9. RECOMMEND APPROVAL OF PURCHASE AND PAYMENT OF HANDICAP ACCESSIBLE PLAYGROUND EQUIPMENT AT BEAUFORT COUNTY'S PORT ROYAL CENTER IN THE AMOUNT OF \$799,052. (**FISCAL IMPACT: \$799,052 to be paid out of Capital Improvement Project Fund 10401600-54436; account balance is \$4,820,179**)

- [10.](#) RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT A GRANT FOR PROJECT COMIDA (**FISCAL IMPACT: No fiscal impact**)
- [11.](#) DISCUSSION OF DEVELOPING SITES FOR DIVERSE ECONOMIC DEVELOPMENT IN BEAUFORT COUNTY
- [12.](#) RECOMMEND APPROVAL TO RENEW MEMBERSHIP WITH THE SOUTHERN CAROLINA REGIONAL DEVELOPMENT ALLIANCE (**FISCAL IMPACT: funds for this come from the General Fund account #10001198-55240. \$495,000 is budgeted for the year in this account. \$120,000 is for the Southern Carolina. \$375,000 is for the Beaufort County Economic Development Corporation**)
- [13.](#) DISCUSSION OF ELECTED OFFICIALS' COMPENSATION
- [14.](#) DISCUSSION AND REVIEW OF COUNTY COUNCIL'S RULES AND PROCEDURES DRAFT DOCUMENT (**FISCAL IMPACT: No Fiscal Impact**)

EXECUTIVE SESSION

15. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO ENGAGE IN DISCUSSIONS AND NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED PURCHASE OF REAL PROPERTY (PROJECT TEAMWORK)
16. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO ENGAGE IN DISCUSSIONS AND NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS (BURR FORMAN ANNUAL LOBBYING CONTRACT)
17. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO ENGAGE IN DISCUSSIONS AND NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS (LOWCOUNTRY INSIDE TRACK, LTD.)
18. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO THREATENED OR POTENTIAL LITIGATION (FORMER EMPLOYEES AND FORMER INDEPENDENT CONTRACTOR)
19. MATTERS ARISING OUT OF EXECUTIVE SESSION
20. ADJOURNMENT

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

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



Special Called Finance, Administration, and Economic Development Committee Meeting Beaufort County, SC

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

**Wednesday, July 26, 2023
1:00 PM**

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/267876>

1. CALL TO ORDER

Committee Chair Lawson called the meeting to order at 1:06 PM.

PRESENT

Chairman Mark Lawson
Vice-Chairman Anna Maria Tabernik
Council Member David P. Bartholomew
Ex-Officio Joseph F. Passiment
Council Member Paula Brown
Council Member Alice Howard
Council Member Lawrence McElynn

ABSENT

Council Member Gerald Dawson
Council Member York Glover
Council Member Logan Cunningham
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE

Committee Chair Lawson led the Pledge of Allegiance.

3. FOIA

Committee Chair Lawson noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Passiment, seconded by Committee Vice-Chair Tabernik, to approve the agenda.

The Vote - The motion was approved without objection.

5. CITIZEN COMMENTS

No citizen comments.

6. A DISCUSSION ON AUTHORIZING THE FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE TO CONTRACT WITH ONE OR MORE PROFESSIONALS OR PROFESSIONAL FIRMS TO CONDUCT A THOROUGH REVIEW OF ALL PURCHASES THAT HAVE OCCURRED SINCE JANUARY 1, 2023, TO CONFIRM THAT THOSE PURCHASES COMPLY WITH THE COUNTY'S PROCUREMENT CODES, TO IDENTIFY ANY PURCHASES THAT DO NOT COMPLY WITH THE COUNTY'S PROCUREMENT CODES, TO BRING TO COUNCIL THOSE THAT DO NOT COMPLY, AND TO PROVIDE DESCRIPTION OF THE DISCREPANCIES. (FUNDING WILL COME FROM COUNCIL'S CONTINGENCY FUND, AND THE ACTING ADMINISTRATOR WILL BRING FORWARD A BUDGET ORDINANCE AMENDMENT TO FUND THESE CONTRACTS IF NECESSARY)

The Committee discussed items 6, 7, 8, and 9 together.

Please watch the video stream available on the County's website to view the whole discussion.

<https://beaufortcountysc.new.swagit.com/videos/267876?ts=76>

Committee Chairman Lawson commented on the meeting's goal of getting advice on the best way to handle the four agenda items and ensure the Council is doing the correct thing moving forward.

Acting County Administrator Robinson stated his appreciation for the trust placed in him to oversee the administration of Beaufort County Government.

Procurement Services Director Thomas provided an overview of the Beaufort County Procurement Code, which authorizes the solicitation of services. Mr. Thomas noted the requirement that solicitation of auditing services be advertised, while solicitation of legal services does not need advertisement. Mr. Thomas also laid out the plan for the solicitation, including developing an RFQ, the fifteen-day advertisement period in local and State papers, and selecting applicants to interview based on qualifications. Mr. Thomas also suggested selecting one firm instead of dividing the work and hiring different firms.

Committee Chairman Lawson asked if Council could contact firms. Director Thomas said that Council could contact firms but that the staff would prefer advertising the RFQ because auditing services are being requested.

County Attorney Keaveny commented that the chosen firm would investigate the four areas in agenda items 6, 7, 8, and 9, including purchases by the County from 1 January 2023 to the present, review of contracts for professional services by the County from 1 January 2023 to the present, review of the procurement code and an audit of the p-card system. Mr. Keaveny advised the Committee to hire a law firm to conduct the investigations and reviews, and noted that the large law firms in the State can retain additional vendors to assist with investigations as necessary. Mr. Keaveny also clarified that the Procurement Code allows the Council and the County Administrator the authority to hire law firms and that those retentions are exempt from the competitive bidding process. However, the idea would be to put requests in the South Carolina Bar, the South Carolina Lawyer, and State and local papers for firms to submit their qualifications, including their resumes and list of professionals.

Council Member Passiment asked if they were precluded from beginning the process now or if it would begin once the advertisement started. County Attorney Keaveny commented that Council Members could ask the County Administrator for any information in the County's records and files. Mr. Keaveny also noted the benefits of retaining a law firm for coordination purposes.

Council Member Passiment asked if Council would be precluded from contacting some of the large law firms or the firms contacting Council. Committee Chairman Lawson asked if they could start the interviews while advertising for additional firms. County Attorney Keaveny replied that there is no reason to delay the interviews and that those could get started while they wait for other firms to respond to the advertisement.

Council Member McElynn and County Attorney Keaveny discussed how the retained law firm might hire trained investigators to speak with people that could provide additional information and clarification and how the County does not have subpoena power. Council Member McElynn and Mr. Keaveny also discussed how there is no obligation for employees of the County to submit to interviews or cooperate in an administrative hearing.

Committee Chairman Lawson commented that the goal is to begin with a smaller, methodical search and build from there as investigative leads are followed.

Council Member Howard commented that she appreciates the urgency to get started but is worried about the perception of pre-selection if law firms are interviewed before the advertising period has expired.

Council Member Bartholomew asked about preserving evidence to ensure nothing is altered, modified, changed, or deleted. Council Member McElynn voiced his support for the idea. County Attorney Keaveny commented that the County Administrator could be instructed to inform the Procurement, Finance, and IT Departments to freeze everything.

Committee Vice-Chair Tabernik thanked County Attorney Keaveny and Procurement Services Director Thomas for explaining why bids for legal services do not need to be advertised.

Council Member McElynn commented on preserving records in Munis and asked if access needed to be considered. County Attorney Keaveny said that IT can take snapshots of all software entry data and that the information is backed up twice daily. Council Member McElynn asked how long the backups are retained. Mr. Keaveny replied that retention is for approximately three months. CFO Williams commented that Munis is the County's financial reporting system and that anything done in the system has an electronic audit trail where everything is documented.

Committee Vice-Chair Tabernik asked about Munis access limitations. CFO Williams, Acting County Administrator Robinson, and Assistant County Administrator Hill commented on the work that can be done to determine access limitations and how department directors usually permit which staff members have access to what. ACA Hill also noted that approximately 60 staff members have access to Munis.

County Attorney Keaveny proposed having the RFQ drafted by the week's end and advertised starting Monday, July 31, 2023.

Committee Vice-Chair Tabernik highlighted Council Member Bartholomew's suggestion of freezing records at the start of the fiscal year (July 1, 2023). Committee Chairman Lawson commented that staff could then take a snapshot of records once a month going forward. Assistant County Administrator Hill confirmed that staff would work on the suggestions.

Motion: It was moved by Council Member Howard, seconded by Council Member Brown, to issue an RFQ to be prepared by Friday, July 28, 2023, and advertised by Monday, July 31, 2023, for fifteen days to identify and retain a Law Firm to conduct all four investigations as discussed on Monday, July 24, 2023, during the Special Called County Council Meeting.

Discussion: The Committee and County Attorney Keaveny recommended retaining one law firm for all four investigations.

Committee Chairman Lawson commented that the cost of retaining a law firm is currently unclear, but the interviews would clarify. Committee Chairman Lawson also noted that a budget amendment may be needed.

The Vote – The motion was approved without objection.

Acting County Administrator Robinson discussed resetting the p-card policy and the expectation that all p-cards in the system are used in compliance with the County's p-card policies regarding daily and monthly spending limits. Mr. Robinson also said that some exceptions would be noted by the Purchasing Department and approved by the County Administrator since some departments use p-cards widely for the business of the County. Mr. Robinson noted that staff would be informed on Friday, July 28, 2023.

Committee Chairman Lawson commented on the request that the Finance Department develop a monthly report of p-card use to ensure transparency and accountability. Committee Chairman Lawson also said that if there is something that Council should be aware of, staff members should feel comfortable bringing information forward.

7. **A DISCUSSION ON AUTHORIZING THE FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE TO A CONTRACT WITH ONE OR MORE PROFESSIONALS OR PROFESSIONAL FIRMS TO CONDUCT A THOROUGH REVIEW OF ALL CONTRACTS FOR PROFESSIONAL SERVICES WHICH THE COUNTY HAS ENTERED INTO SINCE JANUARY 1, 2023, TO CONFIRM THAT THOSE CONTRACTS COMPLY WITH THE COUNTY'S PROCUREMENT CODES, TO IDENTIFY ANY CONTRACTS THAT DO NOT COMPLY WITH THE COUNTY'S PROCUREMENT CODES, TO BRING TO COUNCIL THOSE THAT DO NOT COMPLY, AND PROVIDE A DESCRIPTION OF THE DISCREPANCIES. (FUNDING WILL COME FROM COUNCIL'S CONTINGENCY FUND, AND THE ACTING ADMINISTRATOR WILL BRING FORWARD A BUDGET ORDINANCE AMENDMENT TO FUND THESE CONTRACTS IF NECESSARY)**

Item 7 was discussed under item 6.

8. **A DISCUSSION ON AUTHORIZING THE FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE TO CONTRACT WITH ONE OR MORE PROFESSIONALS OR PROFESSIONAL FIRMS TO CONDUCT A THOROUGH REVIEW OF THE BEAUFORT COUNTY'S PROCUREMENT CODES TO PROVIDE THE COUNTY WITH RECOMMENDATIONS FOR ANY UPDATES, REVISIONS, NEW MEASURES, AND OTHER CHANGES WHICH IT BELIEVES ARE NEEDED IN ORDER TO STRENGTHEN THE PROCUREMENT CODE IF NEEDED. (FUNDING WILL COME FROM THE COUNCIL'S CONTINGENCY FUND, AND THE ACTING COUNTY ADMINISTRATOR WILL BRING FORWARD A BUDGET ORDINANCE AMENDMENT TO FUND THESE CONTRACTS IF NECESSARY)**

Item 8 was discussed under item 6.

9. **A DISCUSSION ON AUTHORIZING THE FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE TO CONTRACT WITH ONE OR MORE PROFESSIONALS OR PROFESSIONAL FIRMS TO CONDUCT AN AUDIT OF THE COUNTY'S P-CARD SYSTEM FOR THE FISCAL YEARS 2019-2020, 2020-2021, 2021-2022, AND 2022-2023 AND TO REPORT THE FINDINGS TO COUNCIL ALONG WITH RECOMMENDATIONS FOR CHANGES, IF ANY. (FUNDING WILL COME FROM COUNCIL'S CONTINGENCY FUND, AND THE ACTING ADMINISTRATOR WILL BRING FORWARD A BUDGET ORDINANCE AMENDMENT TO FUND THESE CONTRACTS IF NECESSARY)**

Item 9 was discussed under item 6.

10. **EXECUTIVE SESSION**

PURSUANT TO S. C. CODE SECTIONS 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE ON MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE.

Committee Chairman Lawson commented that nothing was outstanding to discuss during the executive session, so no executive session was held.

11. MATTERS ARISING OUT OF EXECUTIVE SESSION

No executive session was held, so there are no matters arising out of the executive session.

12. ADJOURNMENT

Adjourned 1:40 pm

Ratified:

CITIZEN COMMENTS

FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT

September 18, 2023, 3:00 PM

CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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

In accordance with Beaufort County's Rules and Procedures, page 7(D4): 1) Each speaker is limited to three minutes 2) Only one speaker limit at microphone, and 3) Giving of a speaker's time is not allowed.

BY SIGNING UP FOR PUBLIC COMMENT, YOU ACKNOWLEDGE THE ABOVE RULES AND WILL COMPLY.

FULL NAME (PLEASE PRINT LEGIBLY)

Topic

Stacie HOSKINS

TRANS PAROLE

ACA Update on Finance Division

2

As I have done previously, I want to call your attention once again to the Community Engagement Events that will be taking place at County Library Branches beginning in early October. Hosted by our County Assessors Department, each event will be from 10am until 3pm, and will allow the public an opportunity to meet with Assessors Office staff to ask questions & express concerns regarding the Quadrennial Reassessment Notices which were mailed out August 25th.

The response to those notices has been pleasantly low, possibly in part to the education events that a good number of Council hosted in your districts. For that, Assessor, Ebony Sanders wishes to thank you for your support. However, we still need your help in spreading the word about the upcoming Community Engagement Events that I previously mentioned. Incidentally, we are also spreading that word through all the County's social media, website, BCTV and local media outlets.

Mrs. Sanders tells me that her office has received 574 appeals (this is low compared to prior countywide reassessments); however, we expect the number to rise once tax bills are mailed.

Beaufort County Assessor Hosting Community Events for Quadrennial Property Reassessment

Beaufort County Assessor Ebony Sanders is hosting multiple community events at County Library Branches to allow the public an opportunity to meet with her staff and share questions and concerns regarding Quadrennial Reassessment Notices.

Each event will be from 10 a.m. until 3 p.m.

The dates are as follows:

October

Tuesday, October 3-Bluffton Branch Library ([map](#))

Thursday, October 5-Hilton Head Island Branch Library ([map](#))

Tuesday, October 10-Lobeco Branch Library ([map](#))

Friday, October 13-St. Helena Island Branch Library ([map](#))

Monday, October 16-Bluffton Branch Library

Monday, October 23-Hilton Head Island Branch Library

Monday, October 30-Bluffton Branch Library

November

Tuesday, November 7-Lobeco Branch Library ([map](#))

Thursday, November 9-St. Helena Branch Library

Monday, November 13-Bluffton Branch Library

Thursday, November 16-Hilton Head Island Branch Library

December

Tuesday, December 5-Lobeco Branch Library

Wednesday, December 6-St. Helena Branch Library

Wednesday, December 13-Bluffton Branch Library

Thursday, December 14-Hilton Head Island Branch Library

In the event of an unforeseeable change in the date, time, or location, the [Assessor's Office webpage](#) will be updated to reflect rescheduling.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

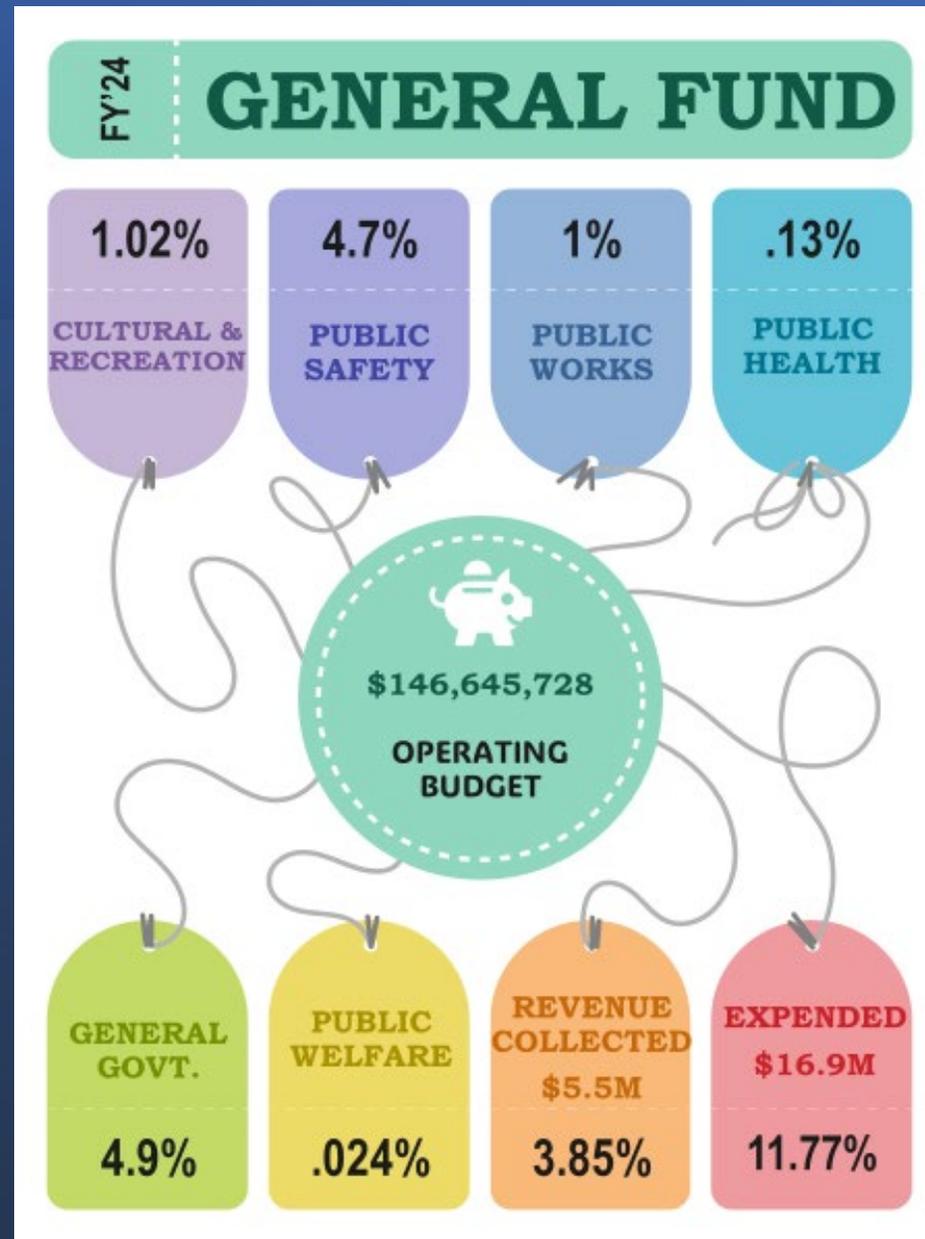
ITEM TITLE:
<i>Discussion and presentation of year to date financial statements for FY 2024.</i>
MEETING NAME AND DATE:
Finance Committee 09/18/2023
PRESENTER INFORMATION:
Hayes Williams Chief Financial Officer 15 Minutes
ITEM BACKGROUND:
<i>Discussion and presentation of the year to date financial reports for FY 2024.</i>
PROJECT / ITEM NARRATIVE:
<i>Discussion and presentation of the year to date financial reports for FY 2024.</i>
FISCAL IMPACT:
None.
STAFF RECOMMENDATIONS TO COUNCIL:
Discussion and related questions.
OPTIONS FOR COUNCIL MOTION:
N/A



Beaufort County Fiscal Year '24 July & August Financial Report

SUMMARY OF JULY & AUGUST GENERAL FUND REVENUE AND EXPENDITURES

[Beaufort County, SC](https://www.beaufortcountysc.gov)
[socrata.com](https://www.beaufortcountysc.gov/socrata.com)



[FY'24 DIGITAL BUDGET BOOK](#)

<https://www.beaufortcountysc.gov/budget/book/flipbook/index.html>

GENERAL FUND REVENUES

JULY & AUGUST 2023 – 16.6% OF YEAR LAPSED

<u>ACCOUNT DESCRIPTION</u>	<u>BUDGET</u>	<u>YTD COLLECTED</u>	<u>% CATEGORY</u>
AD VALOREM TAXES	-111,284,000	-1,528,399	1.37%
LICENSES/PERMITS	-4,044,250	-512,739	12.68%
INTERGOVERNMENTAL	-11,479,644	-61,355	0.53%
CHARGES FOR SERVICES	-13,900,584	-3,332,893	23.98%
FINES & FORFEITURES	-695,000	-77,394	11.14%
INTEREST	-601,000	-5,051	0.84%
MISCELLANEOUS	-300,000	-17,529	5.84%
TRANSFERS IN	<u>-1,341,250</u>	<u>0</u>	<u>0.00%</u>
Revenue Total	-143,645,728	-5,535,360	3.85%

REVENUE ANALYSIS

1. WE HAVE NOT MAILED OUT REAL PROPERTY TAX NOTICES YET, SO THE COLLECTIONS WILL REMAIN LOW UNTIL WE BEGIN RECEIVING THOSE TAX PAYMENTS – TYPICALLY IN NOVEMBER.
2. THE STATE NORMALLY REMITS AID TO COUNTIES IN ARREARS BY ABOUT 2 MONTHS; THEREFORE, OUR INTERGOVERNMENTAL REVENUE WILL NOT COME IN UNTIL SEPTEMBER FOR THIS FY.
3. CHARGES FOR SERVICES ARE TRENDING ABOVE BUDGET DUE TO AN UNFORECASTED INCREASE IN PROPERTY TRANSFERS (SALE AND/OR TRANSFERS OF HOUSES AND REAL ESTATE).
4. INTEREST HAS NOT BEEN ALLOCATED/POSTED FOR JULY NOR AUGUST.

GENERAL FUND EXPENDITURES

JULY & AUGUST 2023 – 16.6% OF YEAR LAPSED

	<u>Original Budget</u>	<u>Transfers</u>	<u>Revised Budget</u>	<u>Total Expended</u>	
Total General Government	66,037,273	71,816	66,037,273	7,059,605	10.69%
*Transfer to Treasurer's Salaries Account from Payroll Contingency Account		-71,816			
Total Public Safety	53,330,431	0	53,330,431	6,767,682	12.69%
Total Public Works	11,588,415	0	11,588,415	1,378,280	11.89%
Total Public Health	1,751,977	0	1,751,977	192,978	11.01%
Total Public Welfare Services	586,305	0	586,305	35,367	6.03%
Total Cultural and Recreational	<u>10,351,327</u>	<u>0</u>	<u>10,351,327</u>	<u>1,475,084</u>	<u>14.25%</u>
Total General Fund Exp.	143,645,728	0	143,645,728	16,908,996	11.77%

EXPENDITURES ANALYSIS



WE HAVE EXPENDED ONLY 11.77% OF OUR BUDGET AT 16.6% OF THE FISCAL YEAR – 4.83% UNDER BUDGET.



THERE WAS ONE INTRADEPARTMENTAL BUDGET TRANSFER IN THE GENERAL FUND FOR \$71,816 FOR TWO VACANCIES WHICH THE TREASURER FILLED IN JULY. THE TRANSFER WAS FROM OUR PAYROLL CONTINGENCY ACCOUNT.



ALL DEPARTMENTS ARE TRENDING ON TARGET WITH SPENDING; HOWEVER, WE HAVE A DEFICIT OF \$11.3M AS MOST COUNTIES DO THIS TIME OF YEAR. (SINCE REAL PROPERTY TAX NOTICES ARE NOT SENT OUT YET)

CAPITAL IMPROVEMENT FUND REVENUE

<u>ORG</u>	<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>AVAILABLE</u>
10400001	48910	CONT FROM PR YR FUND BAL	-14,942,455.00	0.00	-14,942,455.00
10400001	41010	CURRENT TAXES	-4,700,000.00	0.00	-4,700,000.00
10400001	41020	DELINQUENT TAXES	<u>-1,590,000.00</u>	<u>0.00</u>	<u>-1,590,000.00</u>
		TOTALS:	-21,232,455.00	0.00	-21,232,455.00

CAPITAL IMPROVEMENT FUND

EXPENDITURES

Item 8.

<u>ORG</u>	<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>ORIGINAL BUDGET</u>	<u>PO/BUDGET ROLL</u>	<u>REVISED BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>AVAILABLE</u>
10401600	54436	PARKS & REC/IMPROVEMENTS	5,659,500.00	945677.7	6,605,177.70	366,253.49	1,418,744.58	4,820,179.63
10401000	54500	COUNTY ROAD IMPROVEMENTS	1,225,000.00	0	1,225,000.00	0.00	0.00	1,225,000.00
10401230	54000	EMS AMBULANCE PURCHASES	1,203,000.00	817240	2,020,240.00	833.60	886,457.59	1,132,948.81
10401330	54420	RENOVATIONS EXIST BLDGS	2,000,000.00	41004.86	2,041,004.86	54,792.25	330,176.12	1,656,036.49
10401243	54500	TRANS/ENG/ROAD IMPROVEMENT	0.00	1344801.41	1,344,801.41	90,865.45	1,978,787.12	-724,851.16
10401250	54300	DETENTION CENTER/BUILDING	800,000.00	48500	848,500.00	0.00	48,500.00	800,000.00
10401301	54000	VEHICLE PURCHASES/PUB WKS	688,500.00	0	688,500.00	0.00	423,626.99	264,873.01
10401600	54000	VEHICLE PURCHASES/PARKS	192,000.00	0	192,000.00	0.00	0.00	192,000.00
10401301	54450	PUBLIC WORKS COMPLEX	0.00	49695	49,695.00	46,732.20	1,337,177.80	-1,334,215.00
10401600	54200	CAPITAL EQ/PARKS	407,000.00	87779.43	494,779.43	87,779.41	0.00	407,000.02
10401604	54200	CAPITAL EQ/PARKS	352,000.00	44507.88	396,507.88	44,507.87	0.00	352,000.01
10401620	54000	VEHICLE PURCHASES/LIBRARY	32,000.00	0	32,000.00	0.00	0.00	32,000.00
10401400	54450	MOSQUITO/OTHER IMPROV.	0.00	18530.87	18,530.87	2,172.80	16,358.07	0.00
10401310	51160	PROF SERVICES/FACILITIES MGMT	0.00	1780.58	1,780.58	0.00	1,780.58	0.00
10401143	54420	VOTER REG./RENOVATIONS BLDGS.	0.00	27850	27,850.00	0.00	27,850.00	0.00
10401000	54420	COUNTY RENOVATIONS BLDGS	250,000.00	5400	255,400.00	0.00	5,400.00	250,000.00
10401310	54420	FACILITIES MGMTN/RENOVATIONS	3,686,000.00	0	3,686,000.00	0.00	0.00	3,686,000.00
10401310	54300	FACILITIES MGMT. /BLDG. PURCH.	641,500.00	0	641,500.00	0.00	0.00	641,500.00
10401260	54000	VEHICLES PURCHASES/BLD. CODES	47,000.00	0	47,000.00	0.00	0.00	47,000.00
10401230	54420	EMS/RENOVATIONS BLDGS.	1,500,000.00	0	1,500,000.00	0.00	0.00	1,500,000.00
10401020	54110	TREASURER/SOFTWARE ACQ.	1,840,000.00	0	1,840,000.00	0.00	0.00	1,840,000.00
10401040	54110	PROBATE COURT/SOFTWARE	52,500.00	0	52,500.00	0.00	0.00	52,500.00
10401201	54000	SHERIFF/VEHICLE PURCH	360,430.00	0	360,430.00	48,002.00	277,935.00	34,493.00
10401201	54112	SHERIFF/DATA PROCESSING	49,000.00	0	49,000.00	0.00	49,368.54	-368.54
10401201	54200	SHERIFF/CAPITAL EQUIPMENT	189,466.00	0	189,466.00	0.00	34,763.00	154,703.00
10401400	54000	MOSQUITO/VEHICLE PURCHASES	<u>57,559.00</u>	<u>0</u>	<u>57,559.00</u>	<u>0.00</u>	<u>42,847.76</u>	<u>14,711.24</u>
		TOTALS	21,232,455.00	3432767.73	24,665,222.73	741,939.07	6,879,773.15	17,043,510.51

CAPITAL IMPROVEMENT SUMMARY

1. PROPERTY TAX REVENUE HAS NOT BEEN POSTED FOR THIS FISCAL YEAR YET. (WE ARE ADDING MORE TRANSPARENCY ON OUR PROPERTY TAX NOTICES WHICH WILL ALLOW EARLIER POSTING OF TAX REVENUE IN THIS FUND.)
2. WE ROLLED OVER OPEN/ACTIVE PO'S ALONG WITH THE BUDGET THIS YEAR, WHICH INCREASED EFFICIENCY. THIS ELIMINATED THE NEED FOR STAFF TO RE-ESTABLISH A NEW PO FOR THESE ONGOING PROJECTS IN THE NEW YEAR.
3. A SUPPLEMENTAL APPROPRIATION IS NECESSARY AND WILL BE BROUGHT TO COUNCIL NEXT MONTH AFTER A REVIEW HAS BEEN COMPLETED OF ALL THE PO'S THAT ROLLED.

YEAR END SUMMARY FOR FY 2023 GENERAL FUND

- 1. Decrease in Fund Balance +/- \$11.9M
(attributed to transfers to Capital Imp Fund for projects not included in last year's budget and purchase of Helmsman Way property.)

- 2. Revenues were \$139,241,467 – 79.5% collected

- 3. Expenditures were \$153,476,204 – 91.6% expended

CHART OF ACCOUNTS UPDATE

- **Reducing Chart of Accounts from 26,358 accounts to 6,552**
- **Reducing Funds from 389 to 180**
- **Implementing Project Accounting (brand new to Beaufort County)**
- **Recognize Christine Webb for her dedication and diligence**
- **Staff Training will be scheduled soon!**

	Approved <u>Budget</u>	<u>Transfers</u>	Revised <u>Budget</u>	<u>Expended</u>
General Government				
Magistrate's Court	2,463,701.00	0.00	2,463,701.00	304,425.00
Clerk of Court and Family Court	1,649,090.00	0.00	1,649,090.00	215,792.00
Treasurer	2,293,164.00	71,816.00	2,364,980.00	252,936.00
Solicitor	1,700,450.00	0.00	1,700,450.00	425,113.00
Probate Court	1,426,860.00	0.00	1,426,860.00	183,207.00
County Council	909,145.00		909,145.00	107,116.00
Auditor	1,466,995.00	0.00	1,466,995.00	135,244.00
Coroner	960,050.00	0.00	960,050.00	118,801.00
Master in Equity	438,203.00	0.00	438,203.00	55,823.00
Legislative Delegation	59,142.00	0.00	59,142.00	7,554.00
County Administrator	2,195,574.00	0.00	2,195,574.00	264,826.00
Communications & accountability	465,976.00	0.00	465,976.00	27,191.00
Broadcast services	748,062.00	0.00	748,062.00	99,013.00
County Attorney	1,066,364.00	0.00	1,066,364.00	113,074.00
Finance	1,640,584.00	0.00	1,640,584.00	176,136.00
Risk management	4,249,306.00	0.00	4,249,306.00	812,657.00
Purchasing	283,881.00	0.00	283,881.00	36,625.00
Assessor	2,493,247.00	0.00	2,493,247.00	275,185.00
Register of deeds	462,935.00	0.00	462,935.00	62,451.00
Community planning and development	1,035,762.00	0.00	1,035,762.00	128,015.00
Business services	0.00	0.00	0.00	114.00
Voter registration and elections	1,428,744.00	0.00	1,428,744.00	229,364.00
Management & Geographical information systems	8,247,218.00	0.00	8,247,218.00	1,475,934.00
Records Management	592,566.00	0.00	592,566.00	80,509.00
Employee services	1,063,662.00	0.00	1,063,662.00	122,414.00
Wellness Program	412,132.00	0.00	412,132.00	12,934.00
Nondepartmental	26,284,460.00	-71,816.00	26,212,644.00	1,312,224.00
Total General Government	66,037,273.00	0.00	66,037,273.00	7,034,677.00
Public Safety				
Sheriff's office	30,798,830.00	0.00	30,798,830.00	3,869,931.00
Emergency Management - Disaster	0.00	0.00	0.00	0.00
EMS Emergency Medical Service	11,388,319.00	0.00	11,388,319.00	1,650,200.00
Traffic and transportation engineering	1,284,580.00	0.00	1,284,580.00	145,713.00
Detention Center	7,073,880.00	0.00	7,073,880.00	821,323.00
Building and codes enforcement	1,524,622.00	0.00	1,524,622.00	227,765.00
Animal services	1,260,200.00	0.00	1,260,200.00	84,337.00
Total Public Safety	53,330,431.00	0.00	53,330,431.00	6,799,269.00
Public Works				
Public works general support	3,955,376.00	0.00	3,955,376.00	468,801.00
CIP	1,008,620.00	0.00	1,008,620.00	75,285.00
Facilities maintenance	6,624,419.00	0.00	6,624,419.00	836,633.00
Total Public Works	11,588,415.00	0.00	11,588,415.00	1,380,719.00
Public Health				
Mosquito control	1,751,977.00	0.00	1,751,977.00	192,978.00
Total Public Health	1,751,977.00	0.00	1,751,977.00	192,979.00
Public Welfare Services				
Veteran's affairs office	188,305.00	0.00	188,305.00	35,405.00
Human services alliance	398,000.00	0.00	398,000.00	0.00
Total Public Welfare Services	586,305.00	0.00	586,305.00	35,405.00
Cultural and Recreational				

Parks and recreation services	5,223,888.00	0.00	5,223,888.00	818,056.00
Libraries	4,816,716.00	0.00	4,816,716.00	627,761.00
Passive Parks	310,723.00	0.00	310,723.00	19,282.00
Total Cultural and Recreational	10,351,327.00	0.00	10,351,327.00	1,465,099.00
Total operating expenditures	143,645,728.00	0.00	143,645,728.00	16,908,148.00
Uses of fund balance				
Transfer of General Fund Balance to Capital Improvement	0.00		0.00	0.00
Land purchase Cooler Tract	0.00		0.00	0.00
Land purchase 2 Mullet Street	0.00		0.00	0.00
	0.00		0.00	0.00
Total expenditures General Fund	143,645,728.00		143,645,728.00	16,908,148.00

Item 8.

Org	Object	Description	2024 Revised Budget	2024 Available	2024 Original Budget
10400001	41020	DELINQUENT TAXES	-1,590,000.00	-1,590,000.00	-1,590,000.00
10400001	48910	CONT FROM PR YR FUND BAL	-14,942,455.00	-14,942,455.00	-14,942,455.00
10400001	41010	CURRENT TAXES	-4,700,000.00	-4,700,000.00	-4,700,000.00
			-21,232,455.00	-21,232,455.00	-21,232,455.00

Org	Object	Description	2024 Original Budget	2024 Revised Budget	2024 Actual	2024 Encumbrances/Requisitions
10401600	54436	OTHER IMPROV - SPECIAL PROJECT	5,659,500.00	6,605,177.70	366,253.49	1,418,744.58
10401000	54500	ROAD IMPROVEMENT	1,225,000.00	1,225,000.00	0.00	0.00
10401230	54000	VEHICLE PURCHASES	1,203,000.00	2,020,240.00	833.60	886,457.59
10401330	54420	RENOVATIONS EXIST BLDGS	2,000,000.00	2,041,004.86	54,792.25	330,176.12
10401243	54500	ROAD IMPROVEMENT	0.00	1,344,801.41	90,865.45	1,978,787.12
10401250	54300	Building	800,000.00	848,500.00	0.00	48,500.00
10401301	54000	VEHICLE PURCHASES	688,500.00	688,500.00	0.00	423,626.99
10401600	54000	VEHICLE PURCHASES	192,000.00	192,000.00	0.00	0.00
10401301	54450	OTHER IMPROVEMENTS	0.00	49,695.00	46,732.20	1,337,177.80
10401600	54200	Equipment, Capital	407,000.00	494,779.43	87,779.41	0.00
10401400	54200	Equipment, Capital	0.00	0.00	-1,818.81	0.00
10401604	54200	Equipment, Capital	352,000.00	396,507.88	44,507.87	0.00
10401620	54000	VEHICLE PURCHASES	32,000.00	32,000.00	0.00	0.00
10401400	54450	OTHER IMPROVEMENTS	0.00	18,530.87	2,172.80	16,358.07
10401310	51160	PROFESSIONAL SERVICES	0.00	1,780.58	0.00	1,780.58
10401143	54420	RENOVATIONS EXIST BLDGS	0.00	27,850.00	0.00	27,850.00
10401000	54420	RENOVATIONS EXIST BLDGS	250,000.00	255,400.00	0.00	5,400.00
10401310	54420	RENOVATIONS EXIST BLDGS	3,686,000.00	3,686,000.00	0.00	0.00
10401310	54300	Building	641,500.00	641,500.00	0.00	0.00
10401260	54000	VEHICLE PURCHASES	47,000.00	47,000.00	0.00	0.00
10401230	54420	RENOVATIONS EXIST BLDGS	1,500,000.00	1,500,000.00	0.00	0.00
10401020	54110	SOFTWARE ACQ/UPGRADES	1,840,000.00	1,840,000.00	0.00	0.00
10401040	54110	DATA PROCESSING EQUIPMENT	52,500.00	52,500.00	0.00	0.00
10401201	54000	VEHICLE PURCHASES	360,430.00	360,430.00	48,002.00	277,935.00
10401201	54112	DATA PROCESSING SOFTWARE	49,000.00	49,000.00	0.00	49,368.54
10401201	54200	Equipment, Capital	189,466.00	189,466.00	0.00	34,763.00
10401400	54000	VEHICLE PURCHASES	57,559.00	57,559.00	0.00	42,847.76



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF PURCHASE AND PAYMENT OF HANDICAP ACCESSIBLE PLAYGROUND EQUIPMENT AT BEAUFORT COUNTY’S PORT ROYAL CENTER IN THE AMOUNT OF \$799,052. (FISCAL IMPACT: \$799,052 TO BE PAID OUT OF CAPITAL IMPROVEMENT PROJECT FUND 10401600-54436; ACCOUNT BALANCE IS \$4,820,179)
MEETING NAME AND DATE:
FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE; MONDAY, SEPTEMBER 18th, 2023 @ 3PM.
PRESENTER INFORMATION:
CHUCK ATKINSON, ACA DEVELOPMENT AND RECREATION DIVISION <i>10 MINUTES</i>
ITEM BACKGROUND:
A HANDICAP ACCESSIBLE PLAYGROUND STRUCTURE WAS PROCURED VIA A SOURCEWELL NATIONAL COOPERATIVE CONTRACT. BECAUSE THE VALUE OF THE CONTRACT WAS \$799,052, APPROVAL SHOULD HAVE COME THROUGH COUNCIL PURSUANT TO BEAUFORT’S CODE OF ORDINANCES SEC. 509(d). FOR REASONS SET FORTH BELOW IT DID NOT. BEAUFORT’S CODE OF ORDINANCES SEC. 510 (d) ALLOWS THE ADMINISTRATOR TO RATIFY ACTS OBLIGATING THE COUNTY IN A CONTRACT BY ANY PERSON WITHOUT THE REQUISTE AUTHORITY. ALTHOUGH THE CODE HAS DELEGATED TO THE ADMINISTRATOR THE AUTHORITY TO RATIFY THIS CONTRACT SO THE COUNTY CAN PAY THE INVOICES (TOTALING \$799,052), THE ADMINISTRATOR CHOOSES INSTEAD TO BRING THE MATTER TO COUNCIL FOR APPROVAL AND AUTHORIZATION GIVEN THE AMOUNT OF MONEY INVOLVED AND THE CIRCUMSTANCES SURROUNDING THE AQUISITION .
PROJECT / ITEM NARRATIVE:
THE PLAYGROUND WAS ORIGINALLY ORDERED BY A NEIGHBORING JURISDICTION WHICH CANCELLED THE ORDER WHILE THE PLAYGROUND WAS BEING MANUFACTURED. BECAUSE THE SUPPLIER (CHURCHICH RECREATION, INC.) HAD THE EQUIPMENT IN ITS INVENTORY, THE TOTAL PRICE OF THE INSTALLED PLAYGROUND INCLUDES A DISCOUNT OF \$95,801 AND WAS AVAILABLE FOR INSTALLATION 18 MONTHS EARLIER THAT PREVIOUSLY ANTICIPATED IN BEAUFORT COUNTY’S FY23 ANNUAL BUDGET, FUNDING WAS ALLOCATED FOR MULTIPLE RECREATIONAL CAPITAL IMPROVEMENTS, INCLUDING PLAYGROUND EQUIPMENT PROCUREMENT AND INSTALLATION. THROUGHOUT FISCAL YEAR 2023 SEVERAL OTHER PLAYGROUND PROCUREMENTS WERE MADE AND INSTALLED. EACH OF THESE PURCHASES AND INSTALLATIONS WERE LESS THAN \$150,000 SO THEY WERE APPROVED BY THE ADMINISTRATOR PURSUANT TO CODE SECTION 2-509 (WHICH INDICATES COUNCIL’S APPROVAL IS NOT REQUIRED). DUE TO CONFUSION RESULTING FROM MULTIPLE PLAYGROUNDS BEING PURCHASED USING THE SOURCEWELL NATIONAL COOPERATIVE CONTRACT FOR MULTIPLE SITES THROUGHOUT THE COUNTY SIMULTANIOUSLY AND A PROCEDURAL SEQUENCING ERROR BY STAFF, THE HANDICAP ACCESSIBLE PLAYGROUND WAS DELIVERED AND ASSEMBLED PRIOR TO COUNTY COUNCIL APPROVING THE PENDING CONTRACT. ALTHOUGH THE ACCESSIBLE PLAYGROUND HAS BEEN DELIVERED AND ASSEMBLED, NO FUNDS HAVE BEEN DISBURSED FOR THIS PROJECT AND THE INVOICES ARE ON HOLD PENDING COUNCIL’S APPROVAL.

THE ASSISTANT COUNTY ADMINISTRATOR FOR DEVELOPMENT AND RECREATION HAS PREPARED THE WRITTEN DETERMINATION WHICH IS REQUIRED BY CODE SECTION 2-510(e).

FISCAL IMPACT:

\$799,052 TO BE PAID OUT OF CAPITAL IMPROVEMENT PROJECT FUND 10401600-54436; ACCOUNT BALANCE IS \$4,820,179.

STAFF RECOMMENDATIONS TO COUNCIL:

STAFF RECOMMENDS APPROVAL OF PURCHASE AND PAYMENT OF HANDICAP ACCESSIBLE PLAYGROUND EQUIPMENT AT BEAUFORT COUNTY'S PORT ROYAL CENTER IN THE AMOUNT OF \$799,052.

OPTIONS FOR COUNCIL MOTION:

MOTION TO APPROVE/DENY PURCHASE AND PAYMENT OF HANDICAP ACCESSIBLE PLAYGROUND EQUIPMENT AT BEAUFORT COUNTY'S PORT ROYAL CENTER IN THE AMOUNT OF \$799,052.

IF APPROVED, THIS ITEM WILL MOVE FORWARD TO COUNTY COUNCIL ON MONDAY, SEPTEMBER 25TH.

Sec. 2-509. Authority and duties of purchasing director.

- (a) *Principal public procurement official.* The purchasing director shall serve as the principal public procurement official of the county and shall be responsible for the procurement of supplies, services, and construction in accordance with this division, as well as the management and disposal of supplies.
- (b) *Duties.* In accordance with this division, the purchasing director shall:
- (1) *Purchase.* Purchase all supplies, materials, equipment, and contractual services required by county agencies and perform the purchasing-related functions required of the purchasing director in this division.
 - (2) *Negotiate contracts.* Negotiate contracts for personal services and submit them for approval and award as provided in this division.
 - (3) *Use standard specifications.* Use standard specifications wherever they are applicable to purchase orders and contracts, and ensure compliance with such specifications through adequate inspection of deliveries.
 - (4) *Transfer between agencies.* Transfer between agencies supplies, materials, and equipment that are no longer needed by a holding agency but that can be used by the receiving agency.
 - (5) *Exchange, trade in and sell.* Exchange, trade in or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use.
 - (6) *Develop standard forms and conditions.* Develop, with the approval of the county attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop and prescribe the use by agencies of other forms required in carrying out this division, and amend or eliminate any such forms.
 - (7) *Acquire and dispose of real property.* Upon request of the county council and subject to its approval of each transaction, perform all delegable functions in connection with acquisition and disposal of real property.
 - (8) *Perform other duties.* Perform other duties as assigned by the county administrator and ACA, finance.
- (c) *Operational procedures.* Consistent with this division, the purchasing director shall adopt operational procedures relating to the execution of his duties.
- (d) *Dollar limitations.* Provided that funds have been preapproved by the county council as part of the budget process, an award is made to the lowest responsive and responsible bidder, the contracting authority for the county, except as otherwise provided in section 2-512 pertaining to authority to contract for certain services, section 2-513 pertaining to exemption and section 2-514 pertaining to exemption for real property, shall be as follows:
- (1) Purchasing director, chief financial director, \$50,000.00 or less.
 - (2) County administrator or his designee, over \$50,000.00, but less than \$150,000.00. The county administrator may approve contract renewals and be exempt from the dollar limitations on expenditure authority identified in this section 2-509, authority and duties of purchasing director, paragraph (d), dollar limitations in paragraphs (1)—(4), provided that the funds have been approved by the county council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit.
 - (3) Council committee, over \$150,000.00, but less than \$200,000.00.
 - (4) The county council, \$200,000.00 and over.

- (e) *Elected and appointed officials.* Provided that funds have been approved by the county council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit within any elected official's office, the sheriff, auditor, treasurer, clerk of court, coroner, solicitor, public defender, probate judge, and magistrates shall be exempt from the dollar limitations on expenditure authority identified above provided that they shall comply with all of [the] provisions of competitive purchasing as may be required by South Carolina law and the Beaufort County Purchasing Ordinance. The county council may request such reports and information as it deems necessary and prudent on the purchasing activities of these offices to ensure compliance with these provisions.

(Code 1982, § 12-10; Ord. No. 99-14, 5-24-1999; Ord. No. 2014/4, 2-10-2014 ; Ord. No. 2021/42 , 12-13-2021; Ord. No. 2022/47 , 11-14-2022)

Sec. 2-510. Delegation of authority of purchasing director.

- (a) The purchasing director may delegate authority to designees of the office of the purchasing director.
- (b) Notwithstanding section 2-509 pertaining to authority and duties, procurement authority with respect to certain supplies, services, or construction may be delegated to other county officials by the county administrator, when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction.
- (c) The sections of this division shall apply to every delegation of authority.
- (d) The ratification of an act obligating the county in a contract by any person without the requisite authority to do so by an appointment or delegation under this division rests with the county administrator.
- (e) The department head shall prepare a written determination as to the facts and circumstances surrounding unauthorized procurement, what corrective action is being taken to prevent occurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable. If the price paid is unreasonable, the individual committing that act may be held pecuniarily liable for the difference.

(Code 1982, § 12-11)

Churchich Recreation (CRD of Hilton Head, Inc.)

20 Towne Drive PMB 186
Bluffton, SC 29910
843-757-3156



INVOICE

BILL TO
Beaufort County PARS
County Council
Attn: Finance Dept
P.O. Drawer 1228
Beaufort,
Beaufort, SC 29901-2228

SHIP TO
Beaufort County PARS
Port Royal Community Center
1514 Richmond Ave,
Port Royal, SC 29935

INVOICE 3448
DATE 05/25/2023
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MREC	Miracle Recreation Equip per drawing	1	416,528.00	416,528.00T
Turf	Shaw "play 50" sports turf, nailer edge, silica sand infill, stone base, 2" brock fall pad	0	11.00	0.00T
Installation	turf installation	0	11.00	0.00
Concrete	concrete curbs for turf	0	33.00	0.00T
Shade Systems	8' x 30' shade walk, in ground bury, standard colors, 8' eave	2	8,991.00	17,982.00T
Premier Polysteel	6' bench w back perforated metal	4	1,300.00	5,200.00T
Freight	Shipping Charge	1	21,000.00	21,000.00T
Discount	Sourcewell - 010521	1	-95,801.44	-95,801.44T
Installation	Installation of shade and equipment, assumes good access to site, site is prepped, no hand digging of holes, no possible permits, no dumpster cost, *additional charges possible upon site work	0	120,000.00	0.00

Thank you for your business

SUBTOTAL	364,908.56
TAX	25,543.60
TOTAL	390,452.16
BALANCE DUE	\$390,452.16

Churchich Recreation (CRD of Hilton Head, Inc.)

20 Towne Drive PMB 188
Bluffton, SC 29910
843-757-3158



INVOICE

BILL TO
Beaufort County PARS
County Council
Attn: Finance Dept
P.O. Drawer 1228
Beaufort,
Beaufort, SC 29901-2228

SHIP TO
Beaufort County PARS
Port Royal Community Center
1514 Richmond Ave,
Port Royal, SC 29935

INVOICE 3494
DATE 06/29/2023
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Turf	Shaw "play 50" sports turf, nailer edge, silica sand infill, stone base, 2" brock fall pad	12,000	11.00	132,000.00T
Installation	turf Installation	12,000	11.00	132,000.00
Concrete	concrete curbs for turf	435	33.00	14,355.00T
Installation	Installation of shade and equipment, assumes good access to site, site is prepped, no hand digging of holes, no possible permits, no dumpster cost, *additional charges possible upon site work	1	120,000.00	120,000.00

Thank you for your business

SUBTOTAL	398,355.00
TAX	10,244.85
TOTAL	408,599.85
BALANCE DUE	\$408,599.85



**COUNTY COUNCIL OF BEAUFORT COUNTY
DEVELOPMENT and RECREATION DIVISION**



**Multi Government Center – 100 Ribaut Road
Post Office Drawer 1228, Beaufort, SC 29901 – 1228
Phone: (843) 255-2065 - Fax: (843) 255-9410**

9/7/2023

To: John Robinson, Beaufort County Interim Administrator

From: Charles Atkinson, ACA Development and Recreation Division

Subject: Staff report concerning the contract ratification relating to an accessible playground delivered and assembled at the Port Royal Community Center.

Dear Mr. Robinson,

This staff report is being provided to you in accordance with Beaufort County Code of Ordinances, Chapter 2, Division 4, Section 2-510 (a-e) – Delegation of Authority of Purchasing Director. These code sections provide prescriptive guidance concerning how to correct procedural purchasing errors to include the ratification of improperly authorized contracts. When goods and/or services are procured by any person without the requisite authority to do so by an appointment or delegation under this division, ratification rests with the county administrator; and the supervisor in charge shall prepare a written determination as to the facts and circumstances surrounding the unauthorized procurement, what corrective action is being taken to prevent occurrence, action taken against that individual committing the act, and documentation that the price paid is fair and reasonable. It is my intent through the submission of this report to satisfy these requirements and to provide a complete and accurate account of the actions and circumstances associated with this matter.

In 2019, Beaufort County Administration acknowledged that many of the county's recreation facilities were in a state of disrepair and were in some cases unusable or hazardous as a result of age, overuse, and years of deferred maintenance. In addition to these repairs, an immediate need for child specific handicap accessible recreation opportunities and expansion of facilities for racquet sports was also identified. To correct these issues a multi-year strategic plan was created to not only correct existing deficiencies but also to ensure that once these facilities were brought back into usable

condition via repair, replacement, or installation annual maintenance and periodic repairs would no longer be neglected or deferred. The first part of this plan involved identifying the facilities that were in most need of repair or installation, estimating the cost of the initial procurements, and including a fiscal year specific budget request for funding allocations. This effort resulted in funds being allocated as part of the operating budget for fiscal years 2021, 2022, 2023, and 2024. In addition, staff has been successful in securing limited grant funding to help with offsetting costs. The total amount allocated to date is approximately \$6 million.

The second part of this plan was to hire an outside consultant to develop a Beaufort County Parks and Recreation Facilities Masterplan. In 2021 a contract was awarded to Wood & Partners to develop the plan. The master planning process was very complex and involved community engagement, site surveys of all existing recreation facilities throughout the county, a detailed level of service standards analysis, and resulted in a multifaceted action plan. Final results and recommendations were presented to Council on June 19, 2023. The estimated cost to facilitate the county's current and future recreation facility needs is estimated to be \$85 million over a ten-year period.

In Beaufort County's FY2023 budget, operational and capital funding was provided for multiple recreation projects. The original budget was approved in June 2022 and was amended in October of 2022 and in March of 2023. Both budget amendments provided additional funding for recreational facility projects. Included in this budget was funding for the replacement of multiple playgrounds and the installation of a new state-of-the-art handicap accessible playground facility. The total funding appropriated for playgrounds was approximately \$1.5 million. Because of known long lead times for playground equipment staff began sourcing the needed equipment early in FY 2023. Unfortunately, the limited availability of accessible playground equipment was a much bigger issue than originally anticipated. The lead time for an accessible playground was estimated to be in excess of 18 months. The non-accessible playgrounds were ordered through a Sourcewell National Cooperative Contract vendor who had successfully done work for Beaufort County in the past and site installation of these playgrounds began mid-spring 2023. It was the staff's intention to install the playgrounds that were available and then process an order for the accessible playground which would not be available for installation until late-2024.

Several months after orders were placed for the non-accessible playground the vendor called to inform our staff that an accessible playground had been ordered by the Charleston County School District and that they had cancelled their order. They stated that the playground was already in production and would be available for installation soon. In addition, because of the unique circumstance the vendor offered to provide a substantial discount (-\$95,801) well below the competitively bid Sourcewell National Cooperative Contract amount. Staff notified the contractor that the funding for the accessible playground had already been approved and authorized them to move forward with delivery and assembly. Although multiple other administrator approved playground procurements were made and installed throughout the county (each were under the administrator's approval threshold), the accessible playground's discounted installed price of \$799,052 exceeds the administrator's allowed purchase amount threshold and requires County Council's approval. Due to confusion resulting from multiple

playgrounds being purchased using the Sourcewell National Cooperative Contract for multiple sites throughout the county simultaneously and a procedural sequencing error by staff, the accessible playground was delivered and assembled prior to County Council approving the pending contract. Although the playground has been delivered onsite and assembled, no funds have been disbursed for this project and the invoices are on hold pending Council's approval.

On July 7th, 2023, Parks and Recreation Department staff discovered the error and immediately notified Administration and the Procurement Services Department. In the weeks following this notification, staff has been diligently working to correct and ratify the error in accordance with applicable county ordinances, policies, and procedures. Although the net result of staff's incorrect actions are the receipt of a planned and funded accessible playground \$95,801 below the Sourcewell National Cooperative Contract competitively bid price and having the playground installed 18 months earlier than originally anticipated, authorizing the delivery and installation prior to getting County Council's approval unquestionably constitutes a violation of Beaufort County's Procurement Code. As such, appropriate disciplinary action and remediation training are appropriate. Specific actions are being taken in cooperation with and under the guidance of Beaufort County's Human Resources Department in this regard.

This report along with an agenda item recommending approval of contract payment to Churchich Recreation, Inc, (Sourcewell National Cooperative Contract) for playground equipment and installation services provided at Beaufort County's Port Royal Center in the amount of \$799,052 will be presented to the Beaufort County Finance, Administration, and Economic Development Committee on Monday, September 18th, 2023.

Please let me know if you have any questions.

Sincerely,

Charles Atkinson
ACA – Development and Recreation Division



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Resolution to Accept a Grant for Project Comida
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – September 18, 2023
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator <i>5 minutes</i>
ITEM BACKGROUND:
This is a grant to an Economic Development Project, named Project COMIDA. <i>It is referred to us by the Beaufort County Economic Development Staff</i>
PROJECT / ITEM NARRATIVE:
The Department of Agriculture is granting \$50,000 to an economic development project for the use in building a new processing facility. Their investment is \$8,100,000 and they have committed to create 40 jobs. The County must be the pass-through entity that receives and disburses the grant. There are multiple forms required for this process that protect the County from any liability. We collect a ‘proof of payment’ from the Development Corporation before reimbursing the project with the fund.. The County has done this two other times this year with Project Lawn and Project Packet.
FISCAL IMPACT:
No Fiscal Impact
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the approval of this resolution to receive and disburse these grant funds.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny “Resolution to Accept a Grant for Project Comida” Move forward to Council Meeting on September 25, 2023



South Carolina
DEPARTMENT OF AGRICULTURE
OFFICE OF AGRIBUSINESS DEVELOPMENT

Item 10.

Hugh E. Weathers, Commissioner

July 12, 2023

Beaufort County Economic Development Corporation
PO Box 7017
Hilton Head Island, SC 229938

Re: Notice of Award – Project Comida

Dear Beaufort County,

Please allow this letter to serve as notification that the South Carolina Department of Agriculture Agribusiness Infrastructure Incentives Distribution Initiative Panel (the “Panel”) has approved a Grant Award for Beaufort County. On July 11, 2023, the Panel held its scheduled Panel Meeting where it reviewed the Grant Application from Beaufort County on behalf of SERG Restaurant Group for the above-referenced Project. The Panel considered the following criteria:

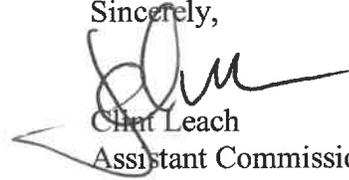
- (i) But for the award of a Grant (“Grant Award”) and the provision of funds pursuant to a Grant Award (“Grant Award Funds”), the Project would not locate in South Carolina.
- (ii) Competitiveness of Project.
- (iii) Economic viability of Project: i.e. the Project is more likely than not to succeed.
- (iv) Jobs: both the number of jobs and average wage of jobs in context of the current employment numbers and average wage of the location of the Project must be considered. Projects with higher number of projected jobs to be created with higher projected wages shall be given greater consideration.
- (v) Anticipated tax revenue to be directly generated from Project.
- (vi) Total projected investment in the Project.
- (vii) Financial stability and corporate record of entity to receive the Grant Award Funds.
- (viii) Infrastructure needs of the county and surrounding region generally and with respect to agribusiness.
- (ix) Other funding sources sought

After reviewing the aforementioned criteria, the Panel, by a majority vote of a quorum, made a finding that funds will increase the tax base, jobs, etc. of Beaufort County and therefore approved a Grant Award in the amount of \$50,000.

Included with this Notice of Award is a proposed Performance Agreement and Grant Award Agreement. Please review both agreements and reach out should you have any questions.

Otherwise, if you do not have any comments or questions regarding the agreements, please have the County and Company execute the appropriate documents and return signed originals to the address below within thirty days of this letter.

Sincerely,



Clint Leach
Assistant Commissioner

cc: Norris Thigpen, SCDA Director of Agribusiness

RESOLUTION NO. 2023 /

A RESOLUTION TO ACCEPT A GRANT FROM THE SC DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$50,000 FOR PROJECT COMIDA.

WHEREAS, The SC Department of Agriculture has awarded a total grant of \$50,000 to the combined projects of Project Packet and Project Lawn, and

WHEREAS, these projects reflect an \$8.1 M investment and 40 new jobs in Beaufort County, and

WHEREAS, the company associated with the project, SERG Restaurant Group, will be sourcing agricultural related products from within South Carolina, and

WHEREAS, the \$50,000 grant is a reimbursement grant from SCDOA to the company for building/infrastructure costs, and

WHEREAS, SC Department of Agriculture grants are structured as ‘flow through’ grants with the County. This requires SC Department of Agriculture to send the funds to the County and the County to provide the grant to the company, and

NOW, THEREFORE, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept a grant from the SC Department of Agriculture in the amount of \$50,000 for Project Comida.

Adopted this 25th day of September 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

**SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
PERFORMANCE AGREEMENT
(Agribusiness Initiative Grant)**

This **Performance Agreement** (“Agreement”) is made to be effective the __ day of __, 2023 (the “Effective Date”), by and among Beaufort County, a body politic and corporate and political subdivision of the State of South Carolina (the “Grantee” or “County”), SERG Restaurant Group, LLC, (the “Company”), and the South Carolina Department of Agriculture (the “Department”).

The Department created the Agribusiness Infrastructure Incentives Distribution Initiative (the “Agribusiness Initiative”) to distribute grants to induce new and expanding agribusiness infrastructure projects to counties in South Carolina (the “State”) that are rated a Tier III or Tier IV, as determined annually by the South Carolina Department of Revenue. The Department formed the Agribusiness Infrastructure Panel (the “Panel”) to manage and operate the Agribusiness Initiative.

The Department, upon recommendation by the Panel, has approved the provision of a grant pursuant to the Agribusiness Initiative (the “Grant”) for the benefit of the Project (here and hereinafter, as described in **Section 2.0** hereof) to be acquired, constructed, and/or equipped by the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Use of Grant Funds.** The Grantee will use the Grant to reimburse the Company for incurred costs for the following activities and expenses: engineering, grading, road construction, utility service construction or improvements, construction, and real estate purchase. No more than 10% of the Grant Award Funds for any Grant Award may be used for reimbursement for engineering. Any material changes in the scope of work to be paid for by the Grant funds must be submitted in writing by the Grantee to the Department as a request for a Grant Award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Department shall be appended to this Agreement as an amendment.
 - 1.1 **Grant Award.** The Department has approved a Grant in the amount of \$50,000 (the “Grant Award”) to be used for site preparation and infrastructure improvements in connection with the Project.
 - 1.2 **Disbursement of Funds.** The Grant Award will be disbursed only upon the submission of invoices and proof of payment to the Grantee and approval of disbursement by the Department.
 - 1.3 **Third Party Contracts.** Upon request by the Grantee or the Department, the Company must submit to the Department any agreements with third party vendors or contractors engaged for the performance of work to be funded in whole or in part with the Grant Award.

- 1.4 **Notice to Proceed.** The Company must obtain from the Department written notice to proceed prior to incurring any costs against the Grant Award. If the Company needs to incur expenses prior to the Department's notification to proceed, the Grantee must submit a written request to the Department and obtain prior written approval from the Department. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and may not be eligible for payment with Grant Award funds, which such eligibility shall be in the Department's good faith and reasonable discretion. No further written request to Department by the Company, or written approval from Department, shall be required unless otherwise stated herein.
- 1.5 **Compliance with Agribusiness Initiative Requirements.** The Grantee and the Company must comply with all terms set forth herein and any statutory, policy and regulatory guidelines of the State government and the Department governing the use of the Grant under the Agribusiness Initiative.
- 1.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources, or resources to which it has access, for cost overruns that it deems necessary in connection with the Project. This Agreement creates no obligation on the part of the Grantee, the Department, or the State to provide funds for any such cost overruns.
- 1.7 **Timing of Disbursement of Grant Award Funds.** Following satisfaction of the requirements set forth in **Section 1.2** hereof, the Grant Award funds shall be available through January 2025 for reimbursement to the Company for eligible expenditures incurred and paid by the Company.
- 2.0 **Project Description.** The Company anticipates purchasing land and constructing a new SERG Production Kitchen intended to serve as a manufacturing, distribution, and preparation facility to supply SERG restaurants, retail customers, and other local restaurants and food preparation facilities with wholesale food, beverage, and supplies (the "Project"), in the County. As of the Effective Date, the County is ranked a Tier I County by the South Carolina Department of Revenue and is, therefore, eligible for the Grant if the Tier III and IV requirement is waived as set forth in guidelines established for purposes of the Agribusiness Initiative.
- 3.0 **Project Start-Up.** The Project must have begun prior to, or within three months of, the Effective Date. If the Company has not begun the Project prior to, or within three months of, the Effective Date, the Department reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project reasonably satisfactory to the Department to indicate that the Project will be timely completed.
- 4.0 **Minimum Investment Requirement.** The Company agrees to make and maintain, or cause to be made and maintained by one or more Affiliates (as hereinafter defined), a capital investment of not less than \$8,100,000 (without regard to depreciation or other

diminution in value), in the aggregate for building construction and other real property improvements, site improvements, infrastructure improvements, and/or personal property including, but not limited to, machinery and equipment, within a period beginning on the Effective Date of this Agreement and ending on the first to occur of: (i) the date that the Company certifies, and provides satisfactory supporting documentation to the Department, that the Company has satisfied both the Investment Requirement and the Job Requirement (as such terms are defined herein); or, (ii) July 31st, 2028 (the “Grant Period”). Such capital investment requirement shall hereinafter be referred to as the “Investment Requirement.” Project investment may be verified at the request of the Grantee or the Department. For the purposes of this Agreement, “Affiliate” shall mean any corporation, limited liability company, partnership or other individual or entity which now or hereafter controls, is controlled by, or is under common control with the Company.

- 5.0 **Minimum Job Requirement.** The Company agrees to create and maintain, or cause to be created and maintained by one or more Affiliates, no fewer than 40 new, full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the “Job Requirement.”
- 6.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant Award, then the selection of that contractor by the Company must follow, at a minimum, the bidding requirements set forth in Exhibit A attached hereto. The use of the Grant Award funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.
- 7.0 **Maintenance Period; Term.** Once the Company has satisfied both the Job Requirement and the Investment Requirement within the Grant Period, the Company shall be required to maintain the Job Requirement and the Investment Requirement at the Project for a period beginning on the first date following the expiration of the Grant Period and ending on the fifth anniversary thereof (the “Maintenance Period”).
- 8.0 **Access to Project Site and Records; Reporting.** The Company agrees to provide the Grantee and the Department reasonable access to the Project and records to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through Grant Award funds has been completed. This covenant shall continue until notified in writing by the Department that the Grant Award funds have been expended and documented, the Grant Period and the Maintenance Period have each expired, or until repayment of the Grant Award, if required, occurs in accordance with this Agreement. During the Grant Period, the Department or the Grantee may request a periodic status report from the Company, which requests may not be made more than once each calendar month, and the form of which report is set forth in Exhibit B, as such form may be updated by the Department and provided to the Company, setting forth: (i) the total number of new, full-time jobs created and maintained by the Company and/or any Affiliates at the Project as of such date; and (ii) the total investment made by the Company and/or any Affiliates in the Project as of such date. During the Maintenance Period, within thirty (30) days after each anniversary of the end of the Grant Period, the Company shall provide the Department a

written report, in the form set forth in Exhibit C, as such form may be updated by the Department and provided to the Company, setting forth: (i) the monthly average of new, full-time jobs created and maintained by the Company and/or any Affiliates at the Project during such year determined in accordance with the provisions of **Section 11.2.1** of this Agreement regarding determination of such monthly average; and (ii) the monthly average of total investment of the Company and/or any Affiliates in the Project during such year.

- 9.0 **Compliance.** The Department will review the hiring records and notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Department that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period and the Maintenance Period have each expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.
- 10.0 **Maintenance of Records.** The Company shall retain all records in connection with expenditures reimbursed totally or partially with Grant Award funds for a period of three years after the final disposition of all Grant Award funds. The Company shall maintain records relating to the Grant Award and the Project, including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Department of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.
- 11.0 **Repayment Obligations.** Failure to satisfy and maintain the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of Grant Award funds as further set forth below.
- 11.1 As of the end of the Grant Period, the number of jobs created by the Company and/or any Affiliates at the Project may not be less than the Job Requirement (40 new, full-time jobs), and the investment made by the Company and/or any Affiliates in the Project may not be less than the Investment Requirement (\$8,100,000) (without regard to depreciation or other diminution in value). If the Company does not locate in South Carolina or otherwise fails to create, or cause to be created, any new jobs and make, or cause to be made, any investment in South Carolina, repayment of all of the Grant funds expended will be immediately due and payable. If the Company does create, or cause to be created, jobs and/or make, or cause to be made, investment but fails to meet the Job Requirement and/or the Investment Requirement as of the end of the Grant Period, the Company will be required to repay a portion of the Grant funds expended as follows:
- 11.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period, as compared to the Job Requirement and/or the Investment Requirement, as applicable. For purposes of this **Section 11.1**, pro rata repayment for failure to meet either the Job Requirement or the

Investment Requirement will be calculated independently with each calculation based on 50% of the Grant funds expended hereunder.

11.1.2 If required, repayments under this **Section 11.1** are due and payable within thirty (30) days of the end of the Grant Period and should be submitted to the Grantee. The Grantee will immediately notify and return all payments to the Department.

11.1.3 Notwithstanding anything in this Agreement to the contrary, if the Company satisfies the Job Requirement and the Investment Requirement as of the end of the Grant Period, it shall not have any repayment obligations under this **Section 11.1**.

11.2 During each year of the Maintenance Period, the number of jobs maintained by the Company and/or any Affiliates at the Project may not be less than the Job Requirement (40 new, full-time jobs) and the investment maintained, or caused to be maintained, by the Company in the Project may not be less than the Investment Requirement (\$8,100,000) (without regard to depreciation or any diminution in value). If the Company fails to maintain the Job Requirement or the Investment Requirement as required herein, the Company will be required to repay a portion of the Grant Funds expended as follows:

11.2.1 Pro-Rata Repayment. The Company shall be required to repay a pro-rata amount of the Grant Funds expended under this Agreement, based on the actual number of jobs maintained and amount of investment maintained during each year of the Maintenance Period. The Company's repayment obligation, if any, with respect to any such year of the Maintenance Period, shall be calculated utilizing the monthly average of new, full-time jobs created and existing and the monthly average of investment maintained during the applicable year of the Maintenance Period. For purposes of determining the monthly average, the Company may, after the end of the first year of the Maintenance Period, select a reasonable day, in its sole discretion, upon which such jobs and investment will be determined on a monthly basis. Thereafter, that day in the month shall apply for each month in such first year and for each month in each applicable year for the remainder of the Maintenance Period. The pro-rata repayment obligation for failure to maintain the Job Requirement or the Investment Requirement during each year of the Maintenance Period will be calculated based on an annual base amount equal to the lesser of 10% of the Grant Funds expended or \$10,000. For purposes of this **Section 11.2.1**, pro rata repayment for failure to maintain the Job Requirement or the Investment Requirement during any year of the Maintenance Period will be calculated independently with each calculation based on 50% of the annual base amount attributable to such year.

11.2.2 If required, repayments under this **Section 11.2** are due and payable within thirty (30) days of the end of the applicable year of the Maintenance Period

and should be submitted to the Grantee. The Grantee will immediately notify and return all payments to the Department.

- 12.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Department's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.
- 12.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State of South Carolina.
- 12.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.
- 12.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- 12.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company or any owner with more than 5% ownership in the Company as of the Effective Date, pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.
- 12.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.
- 12.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws

affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.

- 13.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Department and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Grant Award provided by the Department to the Grantee for the direct or indirect benefit of the Company. Please note that the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code") provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of this Agreement.
- 14.0 **Assignability.** No party to this Agreement may assign the terms of this Agreement, in whole or in part, to another entity without the written permission of the other parties to this Agreement.
- 15.0 **Notification.** The Company must notify the Grantee and the Department if there are any changes in the status of the Company that will impact or alter the Company's ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Department shall be sent to:

South Carolina Department of Agriculture
Attn: Agribusiness Infrastructure Panel
1200 Senate Street
Columbia, SC 29201

Notices to Grantee shall be sent to:

Beaufort County
Attn: _____

Notices to the Company shall be sent to:

SERG Restaurant Group, LLC
Attn: _____

With a copy to:

- 16.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17.0 **Governing Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder. In the event of a dispute, the Department shall have standing to represent the State of South Carolina.
- 18.0 **Freedom of Information.** The Company understands and agrees that: (i) the Grantee and the Department are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code (the “Act”); (ii) the Grantee and the Department are each required to comply with the provisions of the Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Department agrees to redact any information in this Agreement, or any documents incidental thereto, that is clearly marked by the Company as confidential and proprietary and has been provided to the Department for economic development or contract negotiation purposes. However, the Grantee, the Department, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Project under the Act, the Department reserves the right to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

- 19.0 **Events of Default.** The following shall constitute events of default by the Company under this Agreement:
 - 19.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;
 - 19.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the State government and the Department governing the use of Agribusiness Initiative funds;

- 19.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Department specifying the nature of such failure and requesting that it be remedied; provided, however, except as otherwise set forth herein, if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Department;
- 19.4 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 19.5 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;
- 19.6 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of 90 days after the date of entry thereof; or
- 19.7 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or untermiated for a period of 120 days.
- 20.0 **Remedies.** If any event of default shall occur and be continuing, then the Department may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Department shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Department hereunder by exercising any or all of the following remedies:

- 20.1 Refrain from extending any further assistance or Grant Award funds until such time as the Company is in full compliance with the terms and conditions of this Agreement;
- 20.2 Require repayment of all or a portion of the Grant Award funds expended under this Agreement. Provided, however, notwithstanding anything contained in this Agreement to the contrary, if an event of default arises from a failure to satisfy and/or maintain the Investment Requirement and/or the Job Requirement, as applicable, as required herein, any such repayment of Grant funds shall be pursuant to the provisions of **Section 11.0** hereof;
- 20.3 Cancel, terminate or suspend this Agreement; or
- 20.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.
- 21.0 **Additional Remedial Provisions.**
- 21.1 No remedy herein conferred or reserved to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Department to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.
- 21.2 Neither the Grantee nor the Department shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.
- 22.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their authorized representatives under seal to be effective as of the date first written above.

GRANTEE

By:
Its:

SERG RESTAURANT GROUP, LLC

By:
Its:

**SOUTH CAROLINA DEPARTMENT
OF AGRICULTURE**

By: Hugh E. Weathers
Its: Commissioner

[Signature page to Performance Agreement]

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of Grant funds to reimburse for the costs of such supply, service or construction item. In addition, the Company must maintain a copy of such written determination as set forth in **Section 6.0** hereof.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about Project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

Exhibit B

GRANT PERIOD PERIODIC REPORT

Grant #: _____

Grantee: Beaufort County

Report for the Year Ended: _____

Minimum Investment Requirement \$8,100,000.00

Minimum Job Requirement: 40 full-time

Inspection, Record Keeping and Reporting:

Total investment in real and personal property in the Project as of the date of this report: \$ _____

Total number of new, full-time jobs at the Project as of the date of this report: _____

Total amount of grant funds disbursed as of the date of this report: \$ _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number

Please return to:
South Carolina Department of Agriculture
Agribusiness Infrastructure Panel
1200 Senate Street ■ Columbia, SC 29201

Exhibit C

MAINTENANCE PERIOD ANNUAL REPORT

Grant #: _____

Grantee: Beaufort County

Report for the Year Ended: _____

Minimum Investment Requirement \$8,100,000.00

Minimum Job Requirement: 40 full-time

Inspection, Record Keeping and Reporting:

Monthly average of the total investment in real and personal property in the Project for the preceding year: \$ _____

Monthly average of the total number of new, full-time jobs created at the Project for the preceding year: _____

Total amount of grant funds disbursed as of the date of this report: \$ _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number

Please return to:
South Carolina Department of Agriculture
Agribusiness Infrastructure Panel
1200 Senate Street ■ Columbia, SC 29201

SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
1200 Senate Street | Wade Hampton Building, 5th Floor
Columbia, South Carolina 29201

GRANT AWARD AGREEMENT

In accordance with Agribusiness Infrastructure Incentives Distribution Initiative, developed by the Department and initially funded in the Department's budget for fiscal year 2019/2020, the South Carolina county Beaufort County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Department and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Department.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Grant Project.
- (e) Department means the South Carolina Department of Agriculture (SCDA).
- (f) Grant means the dollars committed by the Department to the Grantee for the Project.
- (g) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Department to be reimbursed with Grant funds.
- (h) Grantee means the unit of government designated for the Grant and set forth above.
- (i) Project means the project identified and described in the Application.
- (j) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used for approved expenses related to the purchase of land and construction of a new SERG Production Kitchen

intended to serve as a manufacturing, distribution, and preparation facility to supply SERG restaurants, retail customers, and other local restaurants and food preparation facilities with wholesale food, beverage, and supplies. The Grant Project has been approved by the Department and is included by reference as Project Comida.

Section 3: AWARD AMOUNT: The Department hereby commits an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00), to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Department.

3.1: Approval of Third Party Contracts: The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Department when it submits a reimbursement request relating to a payment to that Contractor.

3.2: Notice to Proceed: The Grantee must obtain from the Department written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Department's notification to proceed, the Grantee must submit a written request to the Department and obtain prior written approval from the Department. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.

3.3: Engineering Costs: Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Department to be reimbursable.

3.4. Administrative Fees: The Grantee may not charge an administration fee in connection with the Grant.

Section 4: AMENDMENTS: Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Department as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Department shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Grant Project, the Department shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Department. The Grantee agrees that it will reimburse the Department for unauthorized and unwarranted expenditures

disclosed in the audit, if so directed by the Department. Upon request of the Department, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Department and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

Section 8: CONTRACTOR SELECTION:

- (a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Department may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Department or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Department to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

- (b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept confidential shall not be made

available to any individual or organization by the Grantee without the prior written approval of the Department.

Section 10: DISCRIMINATION: The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.

Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS: No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.

Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Department's approval of the Application, or the Department's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Department required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.

Section 14: MAINTENANCE OF AND ACCESS TO RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Department of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Department, and its representatives.

Section 15: MBE OBLIGATION: The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall

take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts

Section 16: PROJECT COMPLETION: The Grantee must complete, or cause to be completed, the Grant Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Department of Grant funds expended and issuance by the Department of a notification in writing of the closure of the Grant. The Department may grant extensions to this completion period requirement at its discretion.

Section 17: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Department may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Department to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Department. In such event, the Department shall certify to the Grantee the fact that sufficient funds have not been made available to the Department to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 20: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 21: TERMS AND CONDITIONS: The Department reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Department and any other agency of the State.

Section 22: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first full month after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Department.

Section 23: PROJECT START-UP: The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within three months of the Date of Award of the Grant, the Department reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Department to indicate that the Project will be timely completed.

Section 24: LIABILITY: The Grantee understands that Department accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 25: PAYMENT: The Grantee must submit to the Department a certified request for payment for work that is documented by the Grantee. The Department, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Department no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Department nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

Section 27: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen days from the Date.

Date of Award

Hugh E. Weathers
Commissioner
South Carolina Department of Agriculture

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Typed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council
Member, as appropriate

Signature of Elected City or County Council
Member, as appropriate

Exhibit ABidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Discussion of developing sites for diverse economic development in Beaufort County.
MEETING NAME AND DATE:
Administration, Finance and Economic Development:
PRESENTER INFORMATION:
John O’Toole, Executive Director, Beaufort County Economic Development Corporation 15 Minutes
ITEM BACKGROUND:
The Beaufort County Economic Development Corp (BCEDC) is charged with developing a more diverse economy for Beaufort County, developing tax base and quality jobs for residents. With the ongoing success being realized at the Beaufort Commerce Park its imperative that we look to sites that would be suitable in the future. BCEDC staff would like to initiate a conversation with council on the prospects of creating a revolving fund and its rationale on for short-, medium- and long-term developments.
PROJECT / ITEM NARRATIVE:
The BCEDC would like to introduce County Council to its conceptual approach and gain councils’ guidance. The council might decide to discuss this item in executive session because discussion could lead to negotiations and acquisition of property.
FISCAL IMPACT:
There is no financial impact. This agenda item would advisory and intended to gain councils guidance.
STAFF RECOMMENDATIONS TO COUNCIL:
OPTIONS FOR COUNCIL MOTION:
This agenda item is for guidance only.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Renewal of Membership in the Southern Carolina Regional Development Alliance
MEETING NAME AND DATE:
Finance, Administration & Economic Development Committee September 18, 2023
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator <i>5 Minutes</i>
ITEM BACKGROUND:
Beaufort County’s Membership Agreement with the Southern Carolina Regional Development Alliance is due for renewal. Previous agreements have been for renewable three-year terms. The latest agreement was from 2017-2020 and the renewal was 2020-2023. This agreement is for 5 years.
PROJECT / ITEM NARRATIVE:
Renewal of this agreement will extend the relationship between the County and the Regional Alliance for 5 years. The working relationship between Beaufort County, Southern Carolina, and the Beaufort Economic Development Corporation has never been better and this extension will help continue the progress being made.
FISCAL IMPACT:
Funds for this come from the General Fund account #10001198-55240 \$495,000 is budgeted for the year in this account \$120,000 is for the Southern Carolina \$375,000 is for the Beaufort County Economic Development Corporation <i>This renewal does not change the existing, budgeted membership fee.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of this contract renewal.
OPTIONS FOR COUNCIL MOTION:
MOTION TO MOVE THE SIGNING OF A NEW MEMBERSHIP AGREEMENT WITH SOUTHERN CAROLINA REGIONAL DEVELOPMENT ALLIANCE TO FULL COUNCIL WITH A RECOMMENDATION FOR APPROVAL

**BEAUFORT COUNTY
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into as of this 25th day of September 2017 by and between Southern Carolina Regional Development Alliance (the "Alliance") and Beaufort County, South Carolina, a political subdivision of the State of South Carolina (the "County").

WHEREAS, the Alliance has agreed to provide a comprehensive economic development program for Beaufort County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Services

The Alliance agrees to perform the following services for the County:

- 1) Provide assistance and support of a comprehensive development program for the County as an integrated function of the Alliance mission, which includes, without limitation:
 - Overall assistance services for local program;
 - Industrial Recruitment and Marketing Program Services as part of a Region;
 - Existing Industry and Large Employer Retention and Expansion Program;
 - Site Selection and Development Program;
 - Infrastructure Development Assistance;
 - Strategic Planning support;
 - South Carolina Department of Commerce Liaison; and
 - Community Development support, where appropriate.
- 2) Provide industrial recruitment services, including preliminary research, prospect identification, and marketing strategies to attract and locate job-creating investments.
- 3) Identify and support product development and enhancement strategies.
- 4) Identify, assist and support community development activities and programs that will enhance the opportunities for capital investment and job creation, where appropriate.
- 5) Professionally represent the County, as part of the region, on economic development matters related to potential prospects, other Alliance members, the South Carolina Department of Commerce, and any other entities, where appropriate.
- 6) Work with agencies and other allies to position the County, as part of the Alliance's strategy, as a site of choice for new industrial prospects and the expansion of existing employers within the area.

- 7) Work with and support, where practical, other entities (towns, chambers, schools, etc.) to enhance the overall environment for positive image building and community development, thereby enhancing opportunities for success.
- 8) Assist to enhance the local "Existing Industry Program," in conjunction with the regional EIP, to support and encourage expansion and job growth.
- 9) In conjunction with assigned project managers, work to increase the visibility of the efforts within the local area, and educate the public and State on such efforts to improve the perception of the County.
- 10) Oversee and manage County and BCEDC owned and leased properties that the parties mutually identify as economic development sites, parks or buildings. This includes review of service contracts with maintenance and landscaping providers, among others, and lease/rental agreements, and will make recommendations to the County and BCEDC as to the cost effectiveness of such agreements. Expenses related to County and BCEDC owned or leased properties will be invoiced and billed to the respective finance department for payment or reimbursement, as applicable.

The County acknowledges that the Alliance has limited capabilities and will therefore have to work with the County for certain tasks and/or hire third party service providers. Examples include tasks that must be performed by a licensed engineer, attorney or accountant, or other qualified service provider. The parties agree that the Alliance shall utilize County employees in such cases where commercially reasonable, or, where applicable, will agree in advance as to the responsibility of third party expenses.

Communications

- 1) The Alliance issues monthly marketing and activity reports to all member counties and EDCs, highlighting regional activities.
- 2) The Alliance will report on activities of the Alliance in person to the Council, jointly with the BCEDC on a quarterly basis and the BCEDC monthly as appropriate. Reporting will be generic in nature, so as to protect confidential project information. Protected project information concerning negotiations, proprietary information, and company identification will be delivered as appropriate.
- 3) The Alliance will work with and support the appropriate County offices, and continue to inform on activities, both public and private (where appropriate) that are undertaken.

Personnel

- 1) The Alliance will at all times provide a qualified economic development team with a designated individual educated in County priorities that reports directly to the Alliance President (the "County Development Team"), to work with and support BCEDC personnel.

- 2) The Alliance will direct, manage and oversee the activities of the County Development Team to ensure conformity and compliance with stated and agreed upon County and regional missions and objectives.

Oversight and Direction

The Alliance President and the County Development Team will seek advice, direction, and performance feedback from County representatives on the Alliance's Board of Directors, as well as interaction with BCEDC Chair and BCEDC Administration. The Alliance, based on such guidance, will perform the services required under this Agreement.

County Representation on the Alliance Board of Directors

The County shall appoint three individuals to serve on the Alliance Board of Directors. One of these appointees shall be selected to serve on the Executive Committee of the Alliance Board of Directors. Such appointments shall be made in accordance with the Alliance Bylaws and shall be subject to acceptance by the Alliance Board of Directors and Executive Committee, as the case may be.

Term of Agreement

This Agreement will be for a period of three years from the date hereof with automatic renewal after the contract period in three-year increments. Either party may provide written notice at least sixty days in advance of the expiration of the contract period of its intention not to renew this Agreement for an additional contract period.

Compensation to the Alliance

For Alliance membership and services as outlined: A payment of \$120,000 annually (to be distributed on a quarterly basis) for the term of this Agreement for Alliance services. Payment amount will be reviewed annually and adjusted if warranted and agreed upon by the parties.

The County, upon execution of this Agreement, will also pay a one-time fee of \$5,000 as an additional fee to enable the Alliance to conduct a County assessment and update its marketing and other materials to incorporate the County into the regional organization.

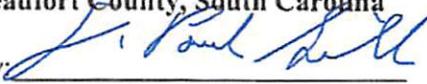
The Alliance and the County agree that this formula and payment may be adjusted, if an alternative method is identified and agreed upon by both parties.

Miscellaneous

- 1) **No Exclusivity.** County acknowledges that the Alliance performs similar services for other counties and may add additional counties in the future. Nothing herein shall be deemed to require the Alliance to perform duties exclusively for the County.

- 2) **South Carolina Law.** This Agreement shall be governed by the laws of the State of South Carolina and shall be construed in accordance therewith.
- 3) **No Waiver.** This Agreement shall not be modified or amended except by a further written document executed by the parties. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision hereunder shall not be construed as a continuing waiver of such term or provision or as a waiver of any other term or provision.
- 4) **No Third Party Beneficiary.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed or otherwise, to create any rights or interests for any party or person other than the Alliance and the County.
- 5) **Independent Contractors.** The parties shall at all times be independent contractors with respect to each other in carrying out this Agreement. This Agreement does not create any agency, joint venture, or partnership, and neither party shall represent to any person or entity that it does.
- 6) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 7) **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and replaces any previously executed agreement for similar services.

In Witness Whereof, the undersigned have caused this Agreement to be continued and executed by their duly authorized officers, as of the date first written above.

Beaufort County Council
Beaufort County, South Carolina
 By: 
 Its: Chairman

Southern Carolina Regional
Development Alliance
 By: 
 Its: Chairman

RESOLUTION 2017 / 17

A RESOLUTION AUTHORIZING THE BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION TO NEGOTIATE THE SCOPE AND FEES OF AN AGREEMENT TO BE ENTERED INTO BY AND BETWEEN BEAUFORT COUNTY AND THE SOUTHERNCAROLINA ALLIANCE FOR AGREED UPON ECONOMIC DEVELOPMENT SERVICES

WHEREAS, Beaufort County is a political subdivision of the State of South Carolina pursuant to S.C. Code of Laws 4-1-10 et seq. authorized to make all contracts; and

WHEREAS, Beaufort County has established an Economic Development Policy pursuant to Resolution 2015/18; and

WHEREAS, Beaufort County Council pursuant to Resolution 2015/20 authorized the creation of the Beaufort County Economic Development Corporation as a non-profit organization, organized under the laws of South Carolina for the purpose of coordinating and implementing the County's economic development plans and policy; and

WHEREAS, the Beaufort County Economic Development Corporation Board has recommended that it pursue an agreement on behalf of Beaufort County with the SouthernCarolina Alliance for economic development services and fees; and

WHEREAS, Beaufort County Council desires that the Beaufort County Economic Development Corporation be authorized to negotiate, represent County Council in contractual negotiations and make recommendations for entering into contractual obligations for the purposes of economic development; and

WHEREAS, the Beaufort County Economic Development Corporation has begun the process of negotiating a contract with the SouthernCarolina Alliance for implementing the economic development policy of the County, however, nothing contained herein shall be construed to limit in any way the Beaufort County Economic Development Corporation's ability to pursue negotiations from other entities capable of providing economic development services for ultimate review and approval by the County Council; and

WHEREAS, neither the County Council nor the Economic Development Corporation shall be bound by any contractual obligations until such time as such negotiations have been presented to Council and a simple majority of Council members present vote to authorize the Administrator to execute a contract with terms approved by County Council.

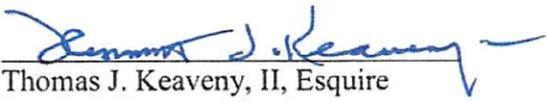
NOW, THEREFORE, BE IT RESOLVED, by the County Council of Beaufort County, South Carolina, that effective immediately the Beaufort County Economic Development Corporation is hereby authorized to negotiate contractual obligations, to represent County Council in contractual negotiations and to make recommendations to County Council about entering into contractual obligations. Any contractual obligations that the Economic Development Corporation seeks to enter on behalf of Beaufort County must first be approved by County Council.

Adopted this 12th day of June, 2017.

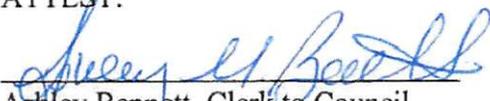
COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:


Ashley Bennett, Clerk to Council

RESOLUTION NO. 2015/ 18

A RESOLUTION TO ADOPT AN ECONOMIC DEVELOPMENT POLICY FOR BEAUFORT COUNTY

WHEREAS, economic development and the diversification of the tax base within Beaufort County is a priority of Beaufort County Council; and

WHEREAS, in order to adequately support economic development initiatives, it is appropriate for County Council to establish a strategy on how to approach economic development, recognizing that the individual components require subsequent Council approval; and

WHEREAS, it is conventional wisdom that economic development requires the assemblage of property and associated public infrastructure for that purpose, which are typically called commerce parks; and

WHEREAS, the geographic makeup of Beaufort County is large and diverse and, as such, multiple commerce parks may be is required and

WHEREAS, it is generally agreed that the management of economic development activities should not be part of the County Administration; and

WHEREAS, it is agreed that in order for economic development activities to be successful in Beaufort County, there will need to be cooperative participation between the County and the Municipalities; and

WHEREAS, in order to successfully implement economic development activities, including business retention, public funding will be required until such time as sufficient commercial development and diversification has occurred, which will then foster continued development by private industries.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby adopts an economic development strategy, which, among other things, will include the establishment of the following:

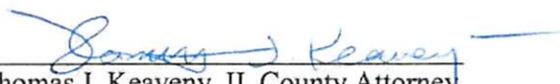
1. A Beaufort County Economic Development Corporation to include participation of the Municipalities and associated public funding.
2. The purchase and / or infrastructure development of properties in Beaufort County.

Adopted this 8th day of June, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, County Attorney

2015 / 20

A RESOLUTION OF BEAUFORT COUNTY COUNCIL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO PREPARE THE NECESSARY DOCUMENTS TO ESTABLISH A NONPROFIT ECONOMIC CORPORATION TO COORDINATE AND IMPLEMENT ECONOMIC DEVELOPMENT PLANS AND INITIATIVES FOR BEAUFORT COUNTY

WHEREAS, the South Carolina Comprehensive Planning Enabling Act of 1994 requires adoption of a Comprehensive Plan that contains an Economic Development Element; and

WHEREAS, in 1997, Beaufort County adopted the “The Beaufort County Comprehensive Plan” which includes an Economic Development Element in accordance with the South Carolina Comprehensive Planning Enabling Act of 1994; and

WHEREAS, on June 8, 2015 County Council adopted “A Resolution to Adopt an Economic Development Policy for Beaufort County;” and

WHEREAS, Beaufort County Council resolved to establish a Beaufort County Economic Development Corporation and to purchase and/or establish infrastructure development for properties in Beaufort County; and

WHEREAS, Beaufort County proposes to create a nonprofit economic corporation controlled by a board; and

WHEREAS, the board shall be comprised of four municipal representatives, one county council representative and two representatives appointed by the board.

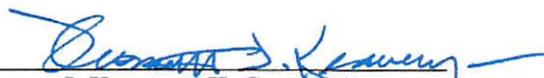
NOW, THEREFORE, be it resolved by the Beaufort County Council that the Council hereby authorizes the County Administrator to prepare the necessary documents to establish a nonprofit economic development corporation to coordinate and implement economic development plans and initiatives within Beaufort County.

DONE this 27th day of July, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, County Attorney

ORDINANCE 2016 / 19

AN ORDINANCE OF BEAUFORT COUNTY COUNCIL ESTABLISHING THE APPOINTMENT OF ITS REPRESENTATIVE TO THE BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, on June 8, 2015 Beaufort County Council adopted "A Resolution to Adopt an Economic Development Policy for Beaufort County"; and

WHEREAS, on July 27, 2015 Beaufort County Council passed a resolution that authorized the County Administrator to prepare the necessary documents to establish a nonprofit economic development corporation to coordinate and implement economic development plans and initiatives; and

WHEREAS, the Articles of Incorporation have been filed with the Secretary of State and the Beaufort County Economic Development Corporation has been established; and

WHEREAS, Beaufort County Council resolved the corporation's board shall be comprised of four municipal representatives, one county council representative and two representatives appointed by the board; and

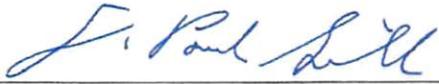
WHEREAS, Beaufort County Code Sec. 2-192 defines a board as a group established by the Beaufort County Code of Ordinances or laws of the state of South Carolina to advise council and its staff in appropriate matters as set forth by its charter, and/or perform such other functions granted to the group by the enabling statute or ordinance and any amendments thereto.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that a representative to the Beaufort County Economic Development Corporation shall be appointed according to the Beaufort County Code Article V, Division 1, Section 191 through 198.

This ordinance shall become effective as of June 27, 2016.

Adopted this 27th day of June, 2016.

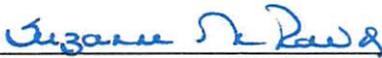
COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, County Attorney

ATTEST:


Suzanne M. Rainey, Clerk to Council

First Reading: May 23, 2016
Second Reading: June 13, 2016
Public Hearing: June 27, 2016
Third and Final Reading: June 27, 2016

Chronology

- Third and final reading occurred June 27, 2016 / Vote 11:0
- Public hearing occurred June 27, 2016
- Second reading occurred June 13, 2016 / Vote 10:0
- First reading occurred May 23, 2016 / Vote 11:0
- Governmental Committee discussion and recommendation to approve ordinance on first reading occurred May 16, 2016 / Vote 6:1

Southern Carolina MEMBERSHIP AGREEMENT

As a Member of the Southern Carolina Regional Development Alliance (SCA or Alliance), the Alliance will provide a comprehensive economic development program for each county Member. The Alliance staff will work closely with the Governing Body, its Administrative staff, and appointed Economic Development Commission in reaching goals set forth by the SCA Board of Directors that include the Member appointed directors.

In order to maximize the return on its economic development investment, the Southern Carolina Regional Development Alliance submits this agreement whereby the Member engages and agrees to have SCA provide and perform the following services:

SERVICES

- 1) Full-time direction and oversight of a comprehensive economic development program for the Member as an integrated function of the SCA mission, or in partnership with the Member providing its own staffing.
- 2) Industrial recruitment services, including preliminary research, prospect identification, and marketing strategies to attract and locate job-creating investments.
- 3) Identify and support product development and enhancement strategies.
- 4) Identify, assist, and support community development activities and programs that will enhance the opportunities for capital investment and job creation.
- 5) Professionally represent the County on economic development matters related to potential prospects, other Alliance members, the S.C. Department of Commerce, and other entities, where appropriate.
- 6) Work with agencies and other allies to position Member, as part of the Southern Carolina Regional Alliance strategy, as a site of choice for new industrial prospects and the expansion of existing employers within the area.
- 7) Alliance will work with and support town initiatives, where practical, and other entities (Chambers, Schools, etc.) to enhance the overall environment for positive image building and community development, whereby enhancing opportunities for success.
- 8) In conjunction with the Regional Existing Industry Program, Alliance personnel will work to enhance the local "Existing Industry" Program, to support and encourage expansion and job growth.
- 9) Alliance Marketing, working with the appropriate local managers, will work to increase the visibility of the efforts within the local area, educate the public and State on such efforts to improve the perception of the Member.

Communications

- 1) The Alliance will report on activities of the Organization in a timely manner. Written reports will be forwarded to the County Administrator for general distribution. Written reports will be generic in nature, so to protect confidential project information. Protected project information concerning negotiations, proprietary information, and company identification will be delivered as appropriate.
- 2) Alliance personnel will work with and support any Member appointed Economic Commission and Governing Administration appointed by a Member, and continue to inform on activities, both public and private, that are undertaken.

Personnel

- 1) Alliance will provide economic development project management, marketing services, product development and overall management, where appropriate.
- 2) Alliance will direct, manage, and oversee activities of assigned personnel to ensure conformity and compliance with stated and agreed upon Regional and Member missions and objectives.
- 3) Alliance will provide administrative support for personnel related matters to include: management and guidance, compensation and benefits administration, training, career development, etc.

Oversight and Direction

Alliance President will be ultimately responsible for all activities associated with this agreement. President will seek advice, direction, and performance feedback from Member Representatives of the Alliance Board, as well as interaction with Governing Chair, Governing Administration, and Member's appointed Economic Development Board or Commission.

Terms of Agreement

Length of Agreement: The agreement will be for a period of five years with automatic renewal after the contract period in five-year increments. Either party shall provide written notice ninety days in advance of the expiration of the membership period of its intention not to continue its membership in the SCA Organization. Premature cancellation of this Agreement by a Member shall result in a one-year payment penalty. During the membership period, the Member nor any of its representatives or appointees to the SCA board agrees not to pursue or join any other Alliance affiliation or competing economic development authority.

Non appropriation: Notwithstanding the ninety day termination notice requirements provided herein, in the event that Member does not appropriate or otherwise is unable to obtain funding for any annual payment during the five year Term, the Alliance shall have the right to terminate this Agreement on the next annual anniversary of the execution of this Agreement which was funded ("current term"), and Member shall neither be obligated to make any further annual payments due beyond the current term, nor to make any concluding payment whatsoever other than the one year termination penalty as contained in this Agreement, and the Alliance will not be obligated to provide further services to Member after the termination date.

Membership Fee

The membership fee shall remain the same (\$120,000/yr) and be paid annually for Alliance membership and services provided by the Alliance to its Members.

Payments may be made quarterly or annually by Member.

Membership fee payment amount shall be reviewed at the end of each 5-year term. (Membership fees will be determined by the SCA Executive Committee based on population, services provided, and other determining factors as appropriate.)

PROPOSAL SUMMARY

Alliance will market the region locally, domestically, and internationally and provide its services to each member county for specific marketing projects.

Alliance supports the region and its Members by conducting national and international business development missions. Missions are organized, planned, and executed by SCA and our local developers are encouraged to participate.

Alliance supports its Members through product development assistance and initiatives by offering grants and other resources to members.

Alliance coordinates with state and local government agencies, permitting entities, and utilities to make the process of locating in the region as smooth as possible.

Alliance provides numerous databases and research resources that are used to provide information to assist clients in making informed decisions when considering a location in the region.

Alliance assists in identifying the best buildings or sites based on the project's need. Extensive research and guided site tours to assist companies and allies shall be provided to ensure understanding and reasons to locate a business interest in the region.

Alliance will coordinate with its Members and the SC Department of Commerce to develop competitive incentive packages.

Alliance will work with local schools, colleges, tech centers, and the State employee training providers to ensure a world class workforce to assist our projects with their mission.

Alliance will provide overall management of Member Economic Development programs or assist local member's efforts where appropriate.

Alliance will conduct or assist with existing industry programs including support in labor retention where useful.

Alliance will represent Regional organization and its members to entities associated with our mission, including State agencies, as appropriate.

In Witness Whereof, the undersigned have caused this Agreement to be executed by their duly authorized officers, as of this _____ day of _____, 2020.

Member Governing Body
Beaufort County, South Carolina

Southern Carolina Regional
Development Alliance

By: _____

By: _____

Its: Chair

Its: Chair

By: _____

By: _____

Administrator

President and CEO



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
DISCUSSION OF ELECTED OFFICIALS' COMPENSATION
MEETING NAME AND DATE:
Finance, Administration, & Economic Development Committee; September 18, 2023
PRESENTER INFORMATION:
Brittany Ward, County Attorney; Katherine Mead, Director of Human Resources 15 Minutes
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
During the August 12, 2019, Beaufort County Finance Committee a discussion was held regarding salaries of elected officials. It was recommended that five elected officials receive a pay increase to be more in line with other Tier 1 County salaries. The discussion revolved around providing the then current Elected Officials with a pay increase, opposed to amending Beaufort County Ordinance Section 2-376 which establishes the entry level salary for each elected official. The motion made at the August 12, 2019, Committee meeting was to amend the ordinance for the Elected Officials' salaries to reflect the recommended rates. The motion was unanimously approved by the Finance Committee. The Elected Officials have been receiving the approved recommended salary rates. The amendment to the ordinance was not presented to County Council as required to amend an ordinance.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
N/A
OPTIONS FOR COUNCIL MOTION:
N/A



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
DISCUSSION AND REVIEW OF COUNTY COUNCIL'S RULES AND PROCEDURES DRAFT DOCUMENT
MEETING NAME AND DATE:
FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING – September 18, 2023
PRESENTER INFORMATION:
Joseph Passiment – Chairman, County Council
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
FISCAL IMPACT:
<i>No Fiscal Impact</i>
STAFF RECOMMENDATIONS TO COUNCIL:
OPTIONS FOR COUNCIL MOTION:

CODE OF ETHICS FOR BEAUFORT COUNTY OFFICIALS

Preamble

Beaufort County Council is committed to the highest standards of conduct by and among County officials in the performance of their public duties. Individual and collective adherence to high ethical standards by public officials is central to the maintenance of public trust and confidence in government.

While County officials agree on the need for proper conduct, they may experience personal conflict or differing views of values or loyalties.

In such cases the principles contained in this Code of Ethics [which is drafted by the National Association of Counties (NACo)] provide valuable guidance in reaching decisions, which are governed, ultimately, by the dictates of the individual conscience of the public official and his or her commitment to the public good.

Certain of these ethical principles are best expressed as positive statements; actions which should be taken; courses which should be followed; goals which should permeate both public and private conduct. Other principles are expressed as negative statements; actions to be avoided and conduct to be condemned.

The Code of Ethics for Beaufort County Officials has been created by and for elected officials. However, these principles apply to the day-to-day conduct of both elected and appointed officials and employees of this County government.

Beaufort County Council recognizes that this Code of Ethics should serve as a valuable guide for all those in whom the public has placed its trust.

Ethical Principles

The ethical County official shall:

Properly administer the affairs of Beaufort County.

Promote decisions which only benefit the public interest.

Actively promote public confidence in County government.

Keep all funds and other properties of Beaufort County safe.

Conduct and perform the duties of the office diligently, and promptly dispose of the business of the County.

Maintain a positive image to pass constant public scrutiny.

Evaluate all decisions so, the best service or product is obtained at a minimal cost without sacrificing quality fiscal responsibility.

Inject the prestige of the office into everyday dealings with the public, employees and associates.

Maintain a respectful attitude toward employees, other public officials, colleagues and associates.

Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interests of the County.

Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.

Respect and comply with the standards of the Council-Administrator form of government adopted in Beaufort County.

The ethical Beaufort County official should not:

Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.

Improperly influence, or attempt to influence, other officials to act in his or her own benefit.

Accept anything of value from any source which is offered to influence his or her action as a public official.

The ethical County official accepts the responsibility that his or her mission is that of servant and steward to the public.

COUNTY COUNCIL VALUES

(Michael Josephson)

1. **Honesty.** This is the most basic level of ethics. Everyone has the responsibility to be truthful, straightforward and sincere in their dealings with others.
2. **Integrity.** Integrity requires the courage to act on one's values, beliefs and convictions, and to do what is right rather than what is expedient.
3. **Keeping Promises.** The ethical person must live up to the spirit as well as the letter of agreements and commitments that have been made.
4. **Fidelity.** The trustworthy person is loyal to the organization and the principals of public service.
5. **Fairness.** Because the person can exercise discretion, it is imperative that the decision-making process be fair. There must be a commitment to justice, equal treatment, and tolerance. The person must be open-minded and willing to consider diverse opinions.
6. **Caring.** The ethical person manifests an attitude of concern for the well-being of others and conducts the affairs of the organization with compassion and kindness.
7. **Respect.** It is imperative that the person demonstrate respect for human dignity and privacy.
8. **Citizenship.** People have the responsibility to serve as role models for others to encourage participation in and respect for the democratic process of decision making.
9. **Excellence.** People must be well informed and prepared to carry out their responsibilities. They must be diligent, reliable and committed. They must insist that the organization strive for excellence in carrying out its activities.
10. **Accountability.** The person has a special obligation to be accountable for his or her actions and the actions of the organization.
11. **Avoidance of the Appearance of Impropriety.** Because the person is responsible to safeguard the public trust. What the person does must not only be right, it must look right. What I believe as chairman and a member of county council.
12. **Who do you represent?** As a member of council, you represent the following:
 - You represent the district that elected you.
 - You represent Beaufort County Council.
 - You represent all residents of Beaufort County
 - You represent yourself

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Historical Background

Section 4-9-100, *Code of Laws of South Carolina*, 1976, as amended.

Adopted: April 8, 1985

Amended: November 9, 2015

- October 25, 2010
- August 14, 2006
 - June 25, 2001
 - April 14, 1997
 - June 12, 1995
 - September 13, 1993
 - August 9, 1993
 - January 13, 1992
 - January 28, 1991
 - September 25, 1989

CHAPTER 1

OFFICERS OF COUNCIL

Council shall elect a Chairman and Vice Chairman, for terms as hereinafter set forth, on the first business day in January following each General Election.

A. CHAIRMAN

Council shall elect one of its members to serve as Chairman for a two-year term on the first business day in January following each County General Election. Nominations for Chairman must be made by a Council member. Nominations will be reviewed in the order nominated. No second required. Six votes shall be required to elect.

The Chairman shall preside at all regular and special meetings of Council, shall execute, on behalf of Council, all ordinances, resolutions, directives, deeds, bonds, contracts and other official instruments or documents, and shall have such other duties and perform such functions as above set forth in these Rules and in the State Code. The Chairman shall serve as an *ex-officio* member of each standing committee of Council and shall be entitled to vote.

B. VICE CHAIRMAN

On the first business day in January following each County General Election, Council shall also elect one of its members to serve as Vice Chairman for a two-year term. Election of Vice Chairman shall be in the same manner as set forth above for election of Chairman.

In the event the Chairman shall be temporarily absent or unable to serve, the Vice Chairman shall serve as Chairman in his stead.

The term "Council" when used herein shall mean Beaufort County Council.

The term "Councilmen" is used herein without regard to gender.

C. RESIDENCY REQUIREMENTS

Section 4-9-90 of the *Code of Laws of South Carolina, 1976*, as amended, provides generally for the election of members of County Council and for the replacement of members who do not serve a full term. Section 4-9-610, which is the provision for the Council-Administrator form of government, further provides that a County Council member must be a qualified elector of the County. The Code defines a qualified elector as one who is a resident in the district or the County in which he votes⁽¹⁾

D. PARLIAMENTARIAN

The Chairman may appoint one member of Council to serve as Parliamentarian. Absent an appointed parliamentarian, the Chair shall determine all parliamentary questions subject to appeal by any member of the body.

E. CLERK TO COUNCIL

Council shall appoint a person, not a member of Council, to serve as Clerk for an indefinite term. The Clerk to Council shall keep a journal in which shall be recorded the minutes of Council's proceedings, which shall be open to public inspection. (Section 4-9-110 of the *Code of Laws of South Carolina, 1976*, as amended.)

⁽¹⁾Reference County Attorney's letter dated July 6, 1989; Judge Kemmerlin's Order dated June 1, 1990.

CHAPTER 2

MEETINGS AND AGENDAS

A. REGULAR / SPECIAL / COMMITTEE MEETINGS

Council shall give written notice of its regular meetings at the beginning of each calendar year. This should include the dates, times and places of each meeting (Section 4-9-110 of the *Code of Laws of South Carolina, 1976, as amended*).

Agendas, committee meetings and emergency meetings frequently pose problems for conforming with notice requirements. The agenda shall be posted as required by FOIA at least 24 hours prior to meetings.

Council shall hold its regular meetings for the transaction of official business at least once each month in accordance with the schedule adopted by Council.

Council members, when necessary, may attend committee or council meetings virtually. Council members are responsible for ensuring video and audio quality. Council meeting will not be delayed due to poor quality unless the issue lies with the county broadcast team. When attending virtually the following rules shall apply:

1. Council members must have video on at all times.
2. Council members must be visible throughout the duration of the meeting.
3. Due to liability concerns, council members shall not operate motor vehicles while attending meetings.

Special meetings or workshops may be called by the Chairman, or majority of Council, but no special meetings or workshops shall be held unless all members are notified at least 24 hours in advance of such meeting.

B. EXECUTIVE SESSION

Meetings of public bodies are to be open to the public, unless they are specifically exempted. Exemptions may be made for (Reference Section 30-4-70, *Code of Laws of South Carolina, 1976, as amended*):

1. Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversarial hearing involving an employee or client is held, such employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing.
2. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice, settlement of legal

claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.

3. Discussion regarding the development of security personnel or devices.
4. Investigative proceedings regarding allegations of criminal misconduct.
5. Discussion of matters relating to the proposed location, expansion, or the provision of service encouraging location or expansion of industries or other businesses in the area served by the public body.
6. Prior to going into executive session, the public agency shall vote in public on the question and when such vote is favorable, the presiding officer shall announce the specific purpose of the executive session. No formal action may be taken in executive session. As used in this item "formal action" means a straw vote committing the body concerned to a specific course of action. No vote may be taken in executive session.
7. In accordance with the Code of Ethics for Beaufort County Officials, members of the body participating in executive session are expected to keep the deliberations confidential.

C. CONDUCT AT MEETINGS

1. Pledge of Allegiance

Every Council meeting shall open with the Pledge of Allegiance to the Flag and follow with an invocation.

2. Decorum in Speaking

Every member, when recognized by the Chairman to speak, shall address the Chairman and, in speaking, avoid disrespect to Council and any personalities, and shall confine himself to the question under consideration. In debate each member has the right to speak twice on the same question on the same day (except on an appeal) but cannot make a second speech on the same question as long as any member who has not spoken on that question desires the floor.

3. Addressing the Chair

The Chairman, when addressed by a member shall recognize the member by name, using no title, but that of "Mr.," "Mrs.," "Miss" or "Ms." The member first recognized shall be first heard; and if several address the Chairman at the same time, the Chairman shall decide who is first to speak and shall recognize such member.

4. Public Comment

In the event a public comment period is provided for by the Chair or by the council, said comment period may be limited to thirty (30) minutes. At the end of the meeting, Council, in its own discretion, may take any other public comment up to 15 minutes.

Each speaker is limited to three minutes
 Only one speaker limit at microphone.
 Giving of a speaker's time to another is not allowed.

5. Recognition of Person(s)

When any person, including employees of Council and the County are heard, that person, when they have completed their presentation, shall be seated and no person other than a member of Council will be recognized to make any statement on such matter unless requested to do so by Council or by any member of Council through the Chairman.

6. Items added after a posted Agenda

- a. A majority of the members present shall be required to add an item to an agenda after the agenda has been posted.
- b. A two-thirds vote, and a finding of an existent circumstances is required before final action can be taken on an item which is added to an agenda after an agenda is posted.

11 votes- 8 required

10 votes- 7 required

9 votes - 6 required

8 votes - 6 required

7 votes- 5 required

6 votes - 4 required

D. FISCAL MATTERS

All appropriations shall require a minimum of six affirmative votes.

E. PARLIAMENTARY PROCEDURE

Meetings of Council shall be conducted in accordance with *Robert's Rules of Order Newly Revised*, unless provided otherwise herein.

F. AGENDA

The agenda is set by the Chairman and Vice Chairman with the County Administrator's assistance no later than the Thursday immediately preceding the Council meeting.

G. MATTERS NOT WITHIN COUNCIL'S JURISDICTION

No matter shall be entered on the agenda or heard by Council unless it is within Council's authority or jurisdiction. Council may entertain requests from other governmental bodies, departments or agencies that make recommendations to Council.

H. CONSENT AGENDA

The consent agenda is used for non-controversial action items organized apart from the rest of the agenda and approved as a group. This includes all business items that require formal approval and yet, because they are not controversial, there is no need for Council discussion

before taking a vote. If a member considers a specific item to need discussion, it may be removed and placed on the regular agenda for the Council meeting.

1. Agenda Package

Packages are prepared and distributed on the Friday immediately preceding the Council meeting. Background information pertaining to agenda items shall be enclosed in the package. Members are expected to review agendas, agenda backups, and committee discussions on any item they feel they need additional information on.

2. Potential Agenda Items

The Clerk to Council shall maintain a log of potential agenda items for upcoming meetings, particular reference being made to Ordinance readings.

3. Request for Agenda Time

Any person requesting agenda time, including Council members, must submit their request to the Chairman, County Administrator, or Clerk to Council, plus backup material, no later than Tuesday prior to 5:00 p.m. prior to 9:00 a.m., on the Wednesday immediately preceding the Council meeting.

4. Department Heads'/Elected Officials' Request for Agenda Time

Any department head or elected official wishing to appear before Council, should be handled in the same manner as above set forth. The Chairman may assign the matter for action following a short presentation by the individual at a regular Council meeting.

H. APPOINTMENTS TO AGENCIES, BOARDS, COMMISSIONS AND AUTHORITIES

1. Notification

The Clerk to Council shall notify all Council members thirty (30) days prior to the expiration date of any Board member's term, or within ten (10) days after receipt of a Board member's resignation. Council members will have thirty (30) days to provide names and appropriate documentation (application and résumé) for consideration to the appropriate Standing Committee. The thirty (30) days will begin on the date the Clerk to Council has notified Council of the vacancy.

2. Nominations

The appropriate Committee shall review all applications on file and select nominee(s) to be submitted to full Council. Interviews may be scheduled at the request of the Chairman or Committee Chairman. In situations where technical or other special qualifications are required within the Charter for appointment, the Committee will review and analyze the technical qualifications of the applicant(s) and will recommend and forward to Council only those names qualified.

The Committee shall nominate at a subsequent full Council meeting, the candidate(s) for membership. Once the floor is open for nominations, any Council member may place a name in nomination. There is no requirement that the name of said nominee is previously on file.

3. Representation

Council shall appoint Agency, Board or Commission members with consideration for demographic representation. In addition, Council shall consider:

- a. Knowledge and experience relevant to the needs of the particular Agency, Board or Commission;
- b. Diverse representation of backgrounds, professions and viewpoints;
- c. Diverse ages and economic levels;
- d. Diverse race and gender composition;
- e. Diverse geographic representation of the County.

For those nominated other than through a committee (i.e., by a Council member when the floor is open for such additional nominations) a résumé will be made available to Council members no later than the Friday prior to the meeting at which the vote for appointment is taken. Absent such a résumé the nominee will be disqualified.

4. Voting

A vote will be taken if there is a single or multiple candidate(s) seeking membership. A simple voting majority of Council members will decide the selected nominee unless a greater number of affirmative votes is necessary under the Template Ordinance.

If, when there are three or more candidates for a single position and no person receives the required number of votes. The two candidates receiving the most votes will be considered in a second, and final vote.

③ Reference Attorney General's Opinion No. 84-4, issued January 17, 1984, and a subsequent opinion dated April 24, 1984

④ Reference Template Ordinance No. 2005-5, as amended.

CHAPTER 3

APPEARANCES, PRESENTATIONS AND PETITIONS TO COUNCIL

A. PUBLIC COMMENT

Any person desiring to address Council during public comment may do so by submitting a request to be heard to the Clerk to Council prior to, or at the beginning of, the meeting.

1. Each request must include the name and address of the person appearing and the nature of the presentation.
2. In the event a presentation should be made on behalf of an organization or group of persons, the organization or group will designate one spokesman to make the presentation.
3. Every member of the public who is recognized to speak, shall address the Chairman and, in speaking, avoid disrespect to Council and any personalities and shall confine himself to questions under the jurisdiction of Council.
4. All persons making public comment shall be limited to three (3) minutes, so as to allow others an opportunity to be heard. (See Page 8)

B. COMMENTS FROM THE FLOOR

1. If the Chairman determines insufficient time is available for a personal appearance at a particular meeting, he may schedule the personal appearance for any subsequent meeting (considering the availability of time). The Chairman may, at his discretion, establish time limits for any presentation or personal appearance.
2. No person shall be allowed to make personal appearances, presentations, present petitions, or otherwise be recognized from the floor for comment, except as permitted under the agenda.
3. This procedure shall not apply to representatives of the electronic and print media, County staff members, or other County employees who may be recognized by the Chairman for questions and comments relating to the business of Council.

CHAPTER 4

COMMITTEES

A. ASSIGNMENTS

All committees, subcommittees, chairmanship, and tasks shall emanate from the Chairman. Upon approval by the Chairman, the County Administrator may assign to a Committee or

Ad Hoc Committee, specific requests and/or tasks which emerge either from Council discussions, incoming correspondence or memoranda. Each assignment shall be added to the appropriate committee's work in progress and completed status report.

B. SCHEDULING MEETINGS

All members of Council are welcome to attend any committee meeting. Non-committee members may enter the discussion but may have a vote on any matter under the committee's consideration, but other than the Chairman who's an Ex officio of every committee, their presence shall not count toward a quorum.

C. REPORTING

From each committee meeting, complete minutes shall be produced, posted on the county website and distributed to all Council members.

CHAPTER 5

ORDINANCES

Legislative actions of Council are called ordinances. An ordinance may be introduced by any member (§4-9-120). Except for Emergency Ordinances (reference paragraph G) all ordinances must be read at three public meetings of Council on three separate days, with an interval not less than seven days between the second and third readings. When substantive modifications or amendments to an ordinance are proposed after second reading, the Chairman shall remand the ordinance for an additional reading. All Council proceedings must be recorded, and ordinances adopted by Council must be compiled, indexed, codified, published, and made available for public inspection at the Office of County Council (§4-9-130). Public hearings or notice must be held in certain instances: adoption of standard codes or technical regulations and furnishing copies thereof, emergency ordinances (§4-9-110).

A. NEED FOR PUBLIC HEARING

Public hearings, after reasonable public notice, must be held before final Council action is taken to:

1. Adopt annual operational and capital budgets;
2. Make appropriations, including supplemental appropriations;
3. Adopt building, housing, electrical, plumbing, as and all other regulatory codes involving penalties;
4. Adopt zoning and subdivision regulations;
5. Levy taxes;
6. Sell, lease or contract to sell or lease real property owned by the County.

The Council may adopt any standard code or technical regulations authorized under §6-9-60 by reference thereto in the adopting ordinance. The procedure and requirements governing the ordinances shall be prescribed for ordinances listed in (1) through (6) above.

Copies of any adopted code of technical regulations shall be made available from the Clerk of Council for distribution or for purchase at a reasonable price.

B. NOTICE OF PUBLIC HEARING

No less than fifteen days' notice of the time and place of such hearings shall be published in at least one newspaper of general circulation in the County.

C. HANDICAP ACCESSIBILITY

All public hearings shall be held at locations accessible to the handicapped.

D. SCRIVENER'S ERRORS

Scrivener's errors may be made to correct an existing ordinance and/ or approved minutes.

E. FLOW CHART OF ORDINANCE PASSAGE

F. PASSAGE OF EMERGENCY ORDINANCES

To meet public emergencies affecting life, health, safety or the property of the people, Council may adopt Emergency Ordinances. They may not, however, be used to levy taxes, grant, renew or extend a franchise or impose or change a service rate.

1. Every Emergency Ordinance shall be designated as such and shall contain a declaration that an emergency exists and describes the emergency.
2. Every Emergency Ordinance shall be enacted by the affirmative vote of at least two-thirds of the members of Council present.
3. An Emergency Ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements or public notice requirements.
4. Emergency Ordinances shall expire automatically as of the 61st day following the date of enactment.

CHAPTER 6

CONFLICT OF INTEREST

1. Any member of Council who has a substantial interest in any business which contracts with the County for sale or lease of land, materials, supplies, equipment or services, or who personally engages in such matters, shall make known that interest and refrain from voting upon or otherwise participating in his/her capacity as a member of Council in matters related thereto.
2. No member of Council and no business with which a member of Council is associated shall enter into any contract with a governmental agency or department which is to be paid in whole or in part out of government funds unless the contract has been awarded through a process of public notice and competitive bidding.
3. Any member of Council who has a business interest in any matter before Council, or who has a business or ownership interest in any property or business that will be or may be directly affected by any ordinance pending by Council, shall fully disclose on the record such business or ownership interest prior to casting any vote on the matter.
4. Completion and submit "Beaufort County Statement of Conflict of Interest" and filed with the Clerk to Council.

CHAPTER 7

TRAVEL AND EXPENSE REIMBURSEMENT

A. POLICY

1. Reimbursement will be made only upon presentation of a County requisition form to the Finance Department along with substantiating receipts and statements.
2. The Finance Department shall maintain a list of mileage to various locations from Beaufort and reimburse only the mileage for the shortest distance on their list.

B. TRAVEL

1. Private Automobile
Council shall be reimbursed mileage equal to the rate established by the Internal Revenue Service (IRS). When two or more Council members travel in the same vehicle, only the individual owner of the vehicle being used shall be reimbursed mileage.
2. Commercial

- a. Airplane. The County shall pay round-trip tourist fare for Council members attending County-related functions. In the event that tourist fare is not available on any reasonable travel schedule, the County shall pay the entire cost.
- b. Bus and Train. The County shall pay the total round-trip fare for Council attending County-related functions.
- c. Taxi Expenses. The County shall pay for the actual cost of trips for airports to hotel/motel and return; hotel/motel to place of function (if not the same) and return.

C. EXPENSES

1. Registration. The County will pay the registration costs for authorized conventions, conferences and seminars.
2. Per Diem. Council members traveling outside the County shall receive reimbursement for meals and County-related expenses in accordance with the U.S. General Services Administration (GSA).
3. Official County Meetings. Reimbursement for official County conferences must be approved by the Chairman prior to attendance of the meetings by Council.

D. PAYMENTS

1. Documentation required by the Finance Department must be presented to the Finance Department within five (5) working days after return.

E. MILEAGE REIMBURSEMENT

1. Upon notification of the Chairman, all Council members shall be reimbursed for their direct expenses as they relate to County business.

F. ATTENDANCE AT SEMINARS, CONFERENCES, ETC.

Attendance of Council members at seminars, conferences, etc. is encouraged. Advance permission must be secured from the Chairman.