



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, March 20, 2023

2:00 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- January 17, 2023
6. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**

AGENDA ITEMS

7. RECOMMEND APPROVAL TO PROCEED WITH THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT FROM FSI OFFICE, A STATE CONTRACT VENDOR, FOR PROBATE COURT OFFICES IN BEAUFORT AND HILTON HEAD (*FISCAL IMPACT: \$234,459.47 FUNDING IS VIA THE CIP FUND*)
8. RECOMMEND APPROVAL TO AWARD MUSCO THE CONTRACT FOR FIELD LIGHTING AT CORSEN TATE PARK ON LADY'S ISLAND (*FISCAL IMPACT: MUSCO PROVIDED A COST FOR \$799,325.00. FUNDS COME FROM PARKS IMPACT FEES NORTH OF THE BROAD*)
9. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT A GRANT FROM THE SC DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$50,000 FOR THE COMBINED PROJECTS OF PROJECT PACKET AND PROJECT LAWN.

10. RECOMMEND APPROVAL OF THE APPOINTMENT OF JOSHUA GIBSON TO THE CITY OF BEAUFORT'S METROPOLITAN PLANNING COMMISSION AS THE COUNCIL APPOINTEE.
- [11.](#) AGENCIES, BOARDS, AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS
12. FISCAL YEAR 2024 BUDGET FUNDING REQUEST PRESENTATIONS:
 - Beaufort Jasper Hampton Comprehensive Health- Dr. Faith Polkey
 - Beaufort Port Royal CVB- Robb Wells
 - Beaufort Area Small Business Development Center- Martin Goodman
 - Beaufort Conservation District- Denise Parsick
 - Island Recreation Center- Frank Soule
 - Lowcountry Regional Transportation Authority- Mary Lou Franzoni
 - Technical College of the Lowcountry- Mary Lee Carns
 - Black Chamber of Commerce- Larry Holman and Kevin Holman
 - Beaufort County Economic Development Corporation- John O'Toole
 - Beaufort Memorial Hospital- Russell Baxley, MHA
 - University of South Carolina, Beaufort- Chancellor Al M. Panu and Beth Patrick
 - Lowcountry Council of Government- Sabrena Graham
 - Military Enhancement Committee of Beaufort County- Ian Scott or MEC Chair Neal Pugliese

EXECUTIVE SESSION

13. PURSUANT TO S.C. CODE SEC. 30-4-70 (A) (1) DISCUSSION OF APPOINTMENTS OF PERSONS TO A PUBLIC BODY (GREEN SPACE ADVISORY COMMITTEE)
14. MATTERS ARISING OUT OF EXECUTIVE SESSION
15. 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>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend approval for purchase of furniture, fixtures, and equipment for Probate Court offices, cost \$234,459.47
MEETING NAME AND DATE:
Finance, Administration, & Economic Development Committee Meeting – March 20 th , 2023
PRESENTER INFORMATION:
Eric Larson, Capital Projects Director, Capital Improvements
ITEM BACKGROUND:
The offices of the Probate Court Judge are being renovated with updated flooring, paint, and lighting. Along with the update, the Judge is replacing the old built in work spaces and outdated and worn furniture with new furniture. A design and quote were provided by FSI Office, a state contract vendor.
PROJECT / ITEM NARRATIVE:
The project involves replacement of furniture, partition walls, and cabinetry in the offices of the Probate Judge in Beaufort and on Hilton Head Island.
FISCAL IMPACT:
Funding is via the CIP Fund, 10401310-54420.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval for furniture, fixtures, and equipment for Probate Court offices via FSI Office, cost \$234,459.47
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to FSI Office for Furniture, Fixtures, and Equipment. Next Step: Move forward to County Council



Office: 6410 Orr Road, Charlotte, NC 28213
 Remit To: PO Box 563953, Charlotte, NC 28256
 Phone: 704-598-8971

OFFICE FURNITURE QUOTE Item 7.	
DATE	QUOTE #
01/18/23	6934A
SALES REP	PAYMENT TERMS
Michelle Darden	Net 30

BILL TO:
CENTRAL INVOICING BEAUFORT COUNTY GOVERNMENT PO DRAWER 1228 BEAUFORT CO FINANCE DEPT BEAUFORT, SC 29901-1228 Account #: 5257651

CUSTOMER PURCHASE ORDER

PROJECT INFORMATION
Beaufort Probate Court & Hilton Head Extension

FINAL LOCATION:
CENTRAL INVOICING BEAUFORT COUNTY GOVERNMENT ENTER ADDRESS ENTER ADDRESS BEAUFORT, SC 29902

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	1.00	SAFCO 5246BL 48 x 18 x 72 Solid Surface Shelving Unit w/ 5 shelves -- DISCOUNT OFF LIST: 50% -- TAG/LOCATION: HH Courtroom Closet -- CONTRACT: Hon SC State 4400022602	\$ 226.00	\$ 226.00
2	1.00	SAFCO 5247BL 36 x 24 x 72 Solid Surface Shelving w/ 5 shelves -- DISCOUNT OFF LIST: 50% -- TAG/LOCATION: Beaufort Hall Closet -- CONTRACT: Hon SC State 4400022602	\$ 222.00	\$ 222.00
3	1.00	SAFCO 5244BL 48 x 24 x 72 Solid Surface Shelving, 5 shelves -- DISCOUNT OFF LIST: 50% -- CONTRACT: Hon SC State 4400022602	\$ 259.00	\$ 259.00
4	14.00	HON HHATM3S3LT \$(P2) .PR6 .X .MEM MAX 3 STAGE 3 LEG T FOOT \$(P2) = P2 Paint Opts .PR6 = Silver .X = Standard Glide .MEM = Memory Preset -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: All,except Recept, Rec., & 110 -- CONTRACT: Hon SC State 4400022602	\$ 1,057.50	\$ 14,805.00
5	13.00	HON HIGS6 .F .E .IM \$(3) ~ .T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .F = Fixed .E = Nylon Glide .IM = 4-Way Black \$(3) = III UPHOLSTERY ~ = ~Undecided~	\$ 308.21	\$ 4,006.73



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		.T = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Clerk offices & 110 -- CONTRACT: Hon SC State 4400022602		
6	16.00	HON HIWMMS .W2 .A .H .IM .IMS .AL .SB .T .N IGN 2.0 MID-BACK 4-WAY MESH MESH SEAT .W2 = Weight Activated w/Seat Slider .A = Height and Width Adj .H = Hard (Standard) .IM = 4-Way Black .IMS = Ignition Mesh Seat .AL = Adj Lumbar-matches frame color .SB = Standard Base .T = Black .N = No Headrest -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: All,except Galvin -- CONTRACT: Hon SC State 4400022602	\$ 467.46	\$ 7,479.36
7	1.00	HON HHATW3066CT \$(L2STD) .LSW1 .SW .G2 T1 .P 66W X 30D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Judge Galvin -- CONTRACT: Hon SC State 4400022602	\$ 316.80	\$ 316.80
8	1.00	HON HHATW2466CT \$(L2STD) .LSW1 .SW .G2 T1 .P 66W X 24D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Judge Galvin -- CONTRACT: Hon SC State 4400022602	\$ 292.95	\$ 292.95



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9	1.00	HON HLSL6014MM .FT01 .P HLSL6014MM .FT01 = Frost .P = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin -- CONTRACT: Hon SC State 4400022602	\$ 701.68	\$ 701.68
10	1.00	HON HWH1SS .B .~ .~ WEST HILL SINGLE SEAT LOUNGE: STANDARD CUSHION .B = Both Arms .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin -- CONTRACT: Hon SC State 4400022602	\$ 1,249.50	\$ 1,249.50
11	4.00	HON H105106 \$(L2STD) .LSW1 LSW1 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 428.26	\$ 1,713.04
12	2.00	HON H10534G \$(L2STD) .LSW1 LSW1 10500 SERIES72WX14-5/8DX37-1/8H STACK-ON STG-FROSTED DR \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 979.51	\$ 1,959.02
13	2.00	HON H105856 \$(L2STD) .LSW1 10500 SERIES BACK ENCLOSURE FOR 72W STACK ON STORAGE \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 143.08	\$ 286.16



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14	2.00	HON H90056 .~ 10500 SERIES TCKBD FOR 72W STACK ON STRG BCK ENCLOSURE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 189.63	\$ 379.26
15	3.00	HON H105296L \$(L2STD) .LSW1 LSW1 10500 SERIES 18-7/8W X 24D X 66-5/8H WARDROBE/STRG CAB \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 923.16	\$ 2,769.48
16	1.00	HON H105528L \$(L2STD) .LSW1 LSW1 10500 SERIES 24WX24DX66-5/8H SQ END CAP BOOKSHELF LT \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 567.42	\$ 567.42
17	2.00	HON H105290 \$(L2STD) .LSW1 LSW1 10500 SERIES 36WX24DX29-1/2H STORAGE CABINET WITH DOORS \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Judge Galvin,Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 563.50	\$ 1,127.00
18	3.00	HON HFLSC2 \$(3) .~ .4S PR8 THIN PROFILE SQUARE CHAIR \$(3) = \$(3) .~ = ~Undecided~ .4S = 4 Star Base PR8 = Silver Texture -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Associate Judge 2 -- CONTRACT: Hon SC State 4400022602	\$ 965.30	\$ 2,895.90



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19	1.00	HON HFTLD30 .G SW .N \$(L2STD) .LSW1 FLOCK 30 DIAMETER ROUND LAMINATE TOP .G = 2MM Edge SW = Skyline Walnut .N = No Grommet \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 255.78	\$ 255.78
20	1.00	HON HFXB17B \$(P2) .PR8 X-BASE FOR 18IN HIGH TBL USE WITH 30IN AND 36IN TOPS \$(P2) = P2 Paint Opts .PR8 = Silver Texture -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 341.53	\$ 341.53
21	1.00	HON HLSL6014MM .FT01 .P HLSL6014MM .FT01 = Frost .P = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 701.68	\$ 701.68
22	1.00	HON HHATW2448CT \$(L2STD) .LSW1 .SW .G1 T1 48W X 24D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G1 = 1 Grommet - Centered T1 = Platinum -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Associate Judge -- CONTRACT: Hon SC State 4400022602	\$ 220.50	\$ 220.50
23	1.00	HON HHATW3066CT \$(L2STD) .LSW1 .SW .G2 T1 .P 66W X 30D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut	\$ 316.80	\$ 316.80



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		.G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Associate Judge -- CONTRACT: Hon SC State 4400022602		
24	2.00	HON HML2ST .B \$(3) ~ .~ .~ \$(L2STD) ~ .N .2 GROVE TWO SEAT W/TABLE .B = Tapered \$(3) = Grade 3 Upholstery ~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ \$(L2STD) = Grd L2 Standard Laminates ~ = ~Undecided~ .N = No Grommets .2 = Two Tablet Ports Opposite -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Waiting Room -- CONTRACT: Hon SC State 4400022602	\$ 2,271.15	\$ 4,542.30
25	2.00	HON HSCLF652418RLE .SF PR6 .~ \$(P1) .~ \$(L2STD) .LSW1 CONTAIN 65HX24WX18D CUBBY LOCKER FOOTED LAM FRT RH 8 DR ELOCK .SF = Contain Foot PR6 = Silver .~ = ~Undecided~ \$(P1) = \$(P1) .~ = ~Undecided~ \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Waiting Room -- CONTRACT: Hon SC State 4400022602	\$ 2,783.25	\$ 5,566.50
26	1.00	HON HHATB3S2LC \$(P2) .PR6 .X .MEM 3 STAGE 2 LEG RECTANGLE C FOOT \$(P2) = P2 Paint Opts .PR6 = Silver .X = Standard Glide .MEM = Memory Preset -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 502.20	\$ 502.20



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27	1.00	HON HHATW2270CT \$(L2STD) .LSW1 .SW .G2 T1 .P 70W X 22D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 306.45	\$ 306.45
28	1.00	HON H105684X \$(L2STD) .LSW1 LSW1 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 386.12	\$ 386.12
29	1.00	HON H10541X \$(L2STD) .LSW1 LSW1 10500 SERIES CRED SHELL 72W X 24D X 29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 422.38	\$ 422.38
30	1.00	HON H10505 \$(L2STD) .LSW1 10500 SERIES MULTI FILE PED 36W X 20D X 28H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 742.35	\$ 742.35
31	1.00	HON H105WMH72PC \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD OPN HTCH CUB 72WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut	\$ 844.27	\$ 844.27



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		\$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602		
32	1.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 149.85
33	1.00	HON H105295R \$(L2STD) .LSW1 LSW1 10500 SERIES 18-7/8W X 24D X 66-5/8H WARDROBE/STRG CAB \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 923.16	\$ 923.16
34	1.00	HON H10583R \$(L2STD) .LSW1 LSW1 10500 SERIES SINGLE PEDESTAL DESK RIGHT 66W X 30D \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception Clock Table -- CONTRACT: Hon SC State 4400022602	\$ 628.18	\$ 628.18
35	1.00	HON H1522 \$(L2STD) .LSW1 WOOD CENTER DRAWER 22W X 15-3/8D \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception Clock Table -- CONTRACT: Hon SC State 4400022602	\$ 115.20	\$ 115.20
36	2.00	HON HLVPM1 \$(L2STD) .LSW1 VERTICAL PAPER MANAGER 14-7/8WX10-7/8DX19 11/16H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51%	\$ 213.15	\$ 426.30



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		-- TAG/LOCATION: Reception Clock Table -- CONTRACT: Hon SC State 4400022602		
37	3.00	HON HIGS6 .F .E .IM \$(3) ~ .T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .F = Fixed .E = Nylon Glide .IM = 4-Way Black \$(3) = III UPHOLSTERY ~ = ~Undecided~ .T = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Reception Cubicle - 1 ,Reception - Wall by Clock Table -- CONTRACT: Hon SC State 4400022602	\$ 308.21	\$ 924.63
38	1.00	HON HTLA4296 .G SW .G1 \$(L2STD) .LSW1 PRESIDE 42X96 RACETRACK TOP - 1 PIECE .G = 2mm Edgeband SW = Skyline Walnut .G1 = Cut out forPop up Port \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 103 Conference -- CONTRACT: Hon SC State 4400022602	\$ 558.11	\$ 558.11
39	1.00	HON HTLHP96 \$(L2STD) .LSW1 .LSW1 HTLHP96 \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 103 Conference -- CONTRACT: Hon SC State 4400022602	\$ 1,085.35	\$ 1,085.35
40	1.00	HON HTLCRED72S \$(L2STD) .LSW1 .SW \$(L2STD) .LSW1 .J ~ \$(L2STD) .LSW1 PRESIDE 20X72 36H HOSPITALITY CREDENZA W/ SHELF \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .J = Loop Satin Nickel ~ = ~Undecided~	\$ 1,803.20	\$ 1,803.20



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		\$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 103 Conference -- CONTRACT: Hon SC State 4400022602		
41	8.00	HON HITLM .Y0 .A .H .IM \$(3) ~ .NL .SB .T IGNITION 2 TASK LOW-BACK ILIRA BACK .Y0 = Simple Synchro-Tilt Control .A = Height and Width Adj. Arm .H = Hard Caster .IM = 4-Way Black \$(3) = III UPHOLSTERY ~ = ~Undecided~ .NL = No Lumbar .SB = Standard Base .T = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 103 Conference -- CONTRACT: Hon SC State 4400022602	\$ 361.13	\$ 2,889.04
42	1.00	HON HFSC183640A .L \$(P1) ~ FLAGSHIP STG CAB 39 1/8HX36WX18D A PULLS&2 ADJ SHLF .L = Standard Random Key Lock \$(P1) = P1 Paint Opts ~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Hall - Copier -- CONTRACT: Hon SC State 4400022602	\$ 605.70	\$ 605.70
43	1.00	HON H919436 \$(L2STD) .LSW1 36WX18D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Hall - Copier -- CONTRACT: Hon SC State 4400022602	\$ 311.85	\$ 311.85
44	2.00	HON H9183A .L \$(P1) ~ FLAGSHIP 36W 3-DRW A PULL LATERAL 36W 39-1/8H 18D .L = Standard Random Key Lock \$(P1) = P1 Paint Opts ~ = ~Undecided~ -- DISCOUNT OFF LIST: 55%	\$ 821.70	\$ 1,643.40



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		-- TAG/LOCATION: Hall - Wall b/w offices -- CONTRACT: Hon SC State 4400022602		
45	2.00	HON H919436 \$(L2STD) .LSW1 36WX18D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Hall - 3 drawer laterals -- CONTRACT: Hon SC State 4400022602	\$ 311.85	\$ 623.70
46	1.00	HON HFMSC183930RWB .L .G \$(P1) ~ MODULAR STORAGE CABINET 18D X 39 1/8H X 30W .L = Standard Random Key Lock .G = Glide \$(P1) = P1 Paint Opts ~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Hall - between 3 drawer laterals -- CONTRACT: Hon SC State 4400022602	\$ 715.95	\$ 715.95
47	1.00	HON H919430 \$(L2STD) .LSW1 30WX18D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Hall - cabinet b/w lateral files -- CONTRACT: Hon SC State 4400022602	\$ 249.75	\$ 249.75
48	2.00	HON HLDST1 \$(L2STD) .LSW1 .T1 26-1/2WX12-1/2DX10-1/2H DESKTOP STORAGE TERRACE \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut .T1 = Platinum Metallic -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Hall - inside wall mount hutch -- CONTRACT: Hon SC State 4400022602	\$ 199.92	\$ 399.84
49	2.00	HON H105381 \$(L2STD) .LSW1 LSW1 10500 SERIES WALL MOUNTED STORAGE CABT 36W X 14-5/8D \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut	\$ 450.31	\$ 900.62



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Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Hall - over laterals -- CONTRACT: Hon SC State 4400022602		
50	1.00	HON H105360 \$(L2STD) .LSW1 30WX9-7/8DX4-3/4H WALL MOUNT OPEN SHELF \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Hall - over storage b/w laterals -- CONTRACT: Hon SC State 4400022602	\$ 147.49	\$ 147.49
51	1.00	HON HH870930 TASKLIGHT 30W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Hall - over laterals -- CONTRACT: Hon SC State 4400022602	\$ 127.80	\$ 127.80
52	1.00	HON H90050 \$(AA) ~ 10500 SERIES TCKBD FOR 30W STACK ON STRG BCK ENCLOSUR \$(AA) = Gr AA Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Hall - middle under open shelf -- CONTRACT: Hon SC State 4400022602	\$ 123.48	\$ 123.48
53	2.00	HON H90051 \$(A) ~ 10500 SERIES TCKBD FOR 36W STACK ON STRG BCK ENCLOSURE \$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Hall - under hutches -- CONTRACT: Hon SC State 4400022602	\$ 123.48	\$ 246.96
54	8.00	HON HHATW2858CT \$(L2STD) .LSW1 .SW .G2 T1 .P 58W X 28D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55%	\$ 301.50	\$ 2,412.00



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		-- TAG/LOCATION: Conf to Office -- CONTRACT: Hon SC State 4400022602		
55	8.00	HON HHATW2246CT \$(L2STD) .LSW1 .SW .G1 T1 46W X 22D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G1 = 1 Grommet - Centered T1 = Platinum -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Conf to Office -- CONTRACT: Hon SC State 4400022602	\$ 220.50	\$ 1,764.00
56	8.00	HON H105581X \$(L2STD) .LSW1 LSW1 10500 SERIES CRED SHELL 10IN MOD PANEL 72WX20DX29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office -- CONTRACT: Hon SC State 4400022602	\$ 397.88	\$ 3,183.04
57	4.00	HON H105582X \$(L2STD) .LSW1 LSW1 10500 SERIES CRED SHELL 10IN MOD PANEL 66WX20DX29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office -- CONTRACT: Hon SC State 4400022602	\$ 388.57	\$ 1,554.28
58	8.00	HON HL3614L \$(L2STD) .LSW1 36W X 14H LAMINATE FLOATING MODESTY PANEL \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office -- CONTRACT: Hon SC State 4400022602	\$ 118.58	\$ 948.64
59	8.00	HON H10505 \$(L2STD) .LSW1 10500 SERIES MULTI FILE PED 36W X 20D X 28H \$(L2STD) = Grd L2 Standard Laminates	\$ 742.35	\$ 5,938.80



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		.LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office, Under 72 x 20 wall -- CONTRACT: Hon SC State 4400022602		
60	8.00	HON H105WMH72PC \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD OPN HTCH CUB 72WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office, Wall over 72 x 20 -- CONTRACT: Hon SC State 4400022602	\$ 844.27	\$ 6,754.16
61	4.00	HON H105WMH66PC \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD OPN HTCH CUB 66WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office, Wall over 66x20 -- CONTRACT: Hon SC State 4400022602	\$ 771.26	\$ 3,085.04
62	12.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Conf to Office, Wall -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 1,798.20
63	8.00	HON H90056 \$(A) ~ 10500 SERIES TCKBD FOR 72W STACK ON STRG BCK ENCLOSURE \$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office, under 72 hutches -- CONTRACT: Hon SC State 4400022602	\$ 189.63	\$ 1,517.04
64	4.00	HON H90055 \$(A) ~ 10500 SERIES TCKBD FOR 66W STACK ON STRG BCK ENCLOSURE	\$ 180.32	\$ 721.28



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		\$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Conf to Office, under 66 hutch -- CONTRACT: Hon SC State 4400022602		
65	1.00	HON HHATW2472CT \$(L2STD) .LSW1 .SW .G2 T1 .P 72W X 24D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 300.60	\$ 300.60
66	1.00	HON HHATW2442CT \$(L2STD) .LSW1 .SW .G1 T1 42W X 24D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G1 = 1 Grommet - Centered T1 = Platinum -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 207.90	\$ 207.90
67	1.00	HON H10542X \$(L2STD) .LSW1 LSW1 10500 SERIES CRED SHELL 66W X 24D X 29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 413.56	\$ 413.56
68	1.00	HON H10564X \$(L2STD) .LSW1 LSW1 10500 SERIES CRED SHELL 60W X 24D X 29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51%	\$ 386.12	\$ 386.12



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		-- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602		
69	2.00	HON H105WMH60PC \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD OPN HTCH CUB 60WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 701.68	\$ 1,403.36
70	2.00	HON H10505 \$(L2STD) .LSW1 10500 SERIES MULTI FILE PED 36W X 20D X 28H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 742.35	\$ 1,484.70
71	2.00	HON H90054 \$(A) ~ 10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 158.76	\$ 317.52
72	2.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 299.70
73	1.00	HON H10508 .~ 10500 SERIES CAB PED FLOORSTANDING 26WX21-1/4DX28H .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107 -- CONTRACT: Hon SC State 4400022602	\$ 449.82	\$ 449.82



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74	1.00	HON HLSL3614L \$(L2STD) .LSW1 36W X 14H LAMINATE FLOATING MODESTY PANEL \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107,42 in adj -- CONTRACT: Hon SC State 4400022602	\$ 118.58	\$ 118.58
75	1.00	HON HLSL6014L \$(L2STD) .LSW1 .P HLSL6014L \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut .P = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 107,72 in adj -- CONTRACT: Hon SC State 4400022602	\$ 166.11	\$ 166.11
76	2.00	HON H10541X \$(L2STD) .LSW1 LSW1 10500 SERIES CRED SHELL 72W X 24D X 29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109 -- CONTRACT: Hon SC State 4400022602	\$ 422.38	\$ 844.76
77	1.00	HON H10560 .~ 10500 SERIES BRIDGE 42W X 24D X 29-1/2H .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109 -- CONTRACT: Hon SC State 4400022602	\$ 202.86	\$ 202.86
78	1.00	HON H10505 \$(L2STD) .LSW1 10500 SERIES MULTI FILE PED 36W X 20D X 28H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109 -- CONTRACT: Hon SC State 4400022602	\$ 742.35	\$ 742.35



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79	1.00	HON H105WMH72PC \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD OPN HTCH CUB 72WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109 -- CONTRACT: Hon SC State 4400022602	\$ 844.27	\$ 844.27
80	1.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 109 -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 149.85
81	1.00	HON H90056 \$(A) ~ 10500 SERIES TCKBD FOR 72W STACK ON STRG BCK ENCLOSURE \$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109 -- CONTRACT: Hon SC State 4400022602	\$ 189.63	\$ 189.63
82	1.00	HON H10598 \$(L2STD) .LSW1 LSW1 10500 SERIES DESK SHELL 48W X 30D X 29-1/2H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109,Public Computer Table -- CONTRACT: Hon SC State 4400022602	\$ 377.30	\$ 377.30
83	1.00	HON H10541X ~ 10500 SERIES CRED SHELL 72W X 24D X 29-1/2H ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 109,in front of files -- CONTRACT: Hon SC State 4400022602	\$ 402.78	\$ 402.78



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
84	1.00	HON HTLA4284 .G SW .N \$(L2STD) .LSW1 84WX42D RACETRACK SHAPED LAM TOP .G = 2MM/Flat SW = Skyline Walnut .N = No Grommets \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 111 -- CONTRACT: Hon SC State 4400022602	\$ 533.61	\$ 533.61
85	1.00	HON HTTLEG84 \$(P2) .PR6 ALUM T LEG 84 TOP \$(P2) = P2 Paint Opts .PR6 = Silver -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 111 -- CONTRACT: Hon SC State 4400022602	\$ 490.00	\$ 490.00
86	1.00	HON HTLCRED57S \$(L2STD) .LSW1 .SW \$(L2STD) .LSW1 .J .N \$(L2STD) .LSW1 PRESIDE 20X57 36H HOSPITALITY CREDENZA W/ SHELF \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .J = Loop Satin Nickel .N = No Cutout \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 111 -- CONTRACT: Hon SC State 4400022602	\$ 1,572.41	\$ 1,572.41
87	6.00	HON HITLM .Y0 .A .H .IM \$(3) ~ .NL .SB .T IGNITION 2 TASK LOW-BACK ILIRA BACK .Y0 = Simple Synchro-Tilt Control .A = Height and Width Adj. Arm .H = Hard Caster .IM = 4-Way Black \$(3) = III UPHOLSTERY ~ = ~Undecided~ .NL = No Lumbar .SB = Standard Base	\$ 361.13	\$ 2,166.78



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		.T = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 111 -- CONTRACT: Hon SC State 4400022602		
88	1.00	HON H10579X .~ 10500 SERIES 66WX30DX29-1/2H DESK SHELL-REC TOP 2 GRM .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 419.44	\$ 419.44
89	1.00	HON H10561X \$(L2STD) .LSW1 LSW1 10500 SERIES RETURN SHELL 29-1/2H X 48W X 24D \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 318.50	\$ 318.50
90	1.00	HON H90057 .~ 10500 SERIES TCKBD FOR 78W STACK ON STRG BCK ENCLOSURE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 199.92	\$ 199.92
91	1.00	HON H105857 .~ 10500 SERIES BACK ENCLOSURE FOR 78W STACK ON STORAGE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 150.43	\$ 150.43
92	1.00	HON H105327K .~ 10500 SERIES78X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 710.50	\$ 710.50



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93	1.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 149.85
94	1.00	HON H105102 .~ 10500 SERIESMOBILE FULL HT PED B/B/F 15-5/8W X 22-3/4D .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 494.41	\$ 494.41
95	1.00	HON H105104 .~ 10500 SERIESMOBILE FULL HT PED F/F 15-5/8W X 22-3/4D .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 494.41	\$ 494.41
96	1.00	HON H105ST122450L .~ .~ .~ .~ 105 SER SLIDEOUT TWR 12WX24DX50H LEFT .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 110 -- CONTRACT: Hon SC State 4400022602	\$ 1,564.57	\$ 1,564.57
97	2.00	HON HHATW2466CT \$(L2STD) .LSW1 .SW .G2 T1 .P 66W X 24D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G2 = 2 Grommets - Offset T1 = Platinum .P = Black -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 292.95	\$ 585.90



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98	2.00	HON HHATW2442CT \$(L2STD) .LSW1 .SW .G1 T1 42W X 24D RECT WORKSURFACE C/T BASE \$(L2STD) = Gr L2 Standard Laminates .LSW1 = Skyline Walnut .SW = Skyline Walnut .G1 = 1 Grommet - Centered T1 = Platinum -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 207.90	\$ 415.80
99	2.00	HON H105WMH66PC \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD OPN HTCH CUB 66WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 771.26	\$ 1,542.52
100	1.00	HON H105WMH42C \$(L2STD) .LSW1 LSW1 \$(L2STD) .LSW1 105 SER WALL MNTD HTCH CUB 42WX20H \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut LSW1 = Skyline Walnut \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 520.38	\$ 520.38
101	2.00	HON H90055 \$(A) ~ 10500 SERIES TCKBD FOR 66W STACK ON STRG BCK ENCLOSURE \$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 180.32	\$ 360.64
102	1.00	HON H90052 \$(A) ~ 10500 SERIES TCKBD FOR 42W STACK ON STRG BCK ENCLOSURE	\$ 140.63	\$ 140.63



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		\$(A) = Gr A Fab ~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602		
103	2.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 299.70
104	1.00	HON HH870930 TASKLIGHT 30W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 127.80	\$ 127.80
105	2.00	HON HL5414L \$(L2STD) .LSW1 .P HL5414L \$(L2STD) = Grd L2 Standard Laminates .LSW1 = Skyline Walnut .P = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: 108 -- CONTRACT: Hon SC State 4400022602	\$ 155.33	\$ 310.66
106	10.00	HON H5731 .H \$(1) ~ .T TASK MESHBACK PNEUMATICSWVL TILT TILTENSION TILTLOCK .H = Hard (Standard) \$(1) = Gr 1 UPH ~ = ~Undecided~ .T = Black -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Clerk Typewriters,Records, Clock Table -- CONTRACT: Hon SC State 4400022602	\$ 292.53	\$ 2,925.30
107	12.00	HON H105ST122450L ~ ~ ~ ~ 105 SER SLIDEOUT TWR 12WX24DX50H LEFT ~ = ~Undecided~ ~ = ~Undecided~ ~ = ~Undecided~ ~ = ~Undecided~	\$ 1,564.57	\$ 18,774.84



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OFFICE FURNITURE QUOTE Item 7.	
DATE	QUOTE #
01/18/23	6934A
SALES REP	PAYMENT TERMS
Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Clerks -- CONTRACT: Hon SC State 4400022602		
108	4.00	HON H105291 .~ 10500 SERIES BOOKCASE/CABINET W/CORE REMOVABLE LOC .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Clerk Offices,except 107 & 108 -- CONTRACT: Hon SC State 4400022602	\$ 451.78	\$ 1,807.12
109	5.00	HON H105535 .~ 10500 SERIES BOOKCASE 5-SHELF 36WX13-1/8DX71H .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Clerk Offices,except 108 -- CONTRACT: Hon SC State 4400022602	\$ 477.26	\$ 2,386.30
110	2.00	HON HETP3524FP .~ .~ TACKABLE PANEL W/O TC 35H X 24W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 154.80	\$ 309.60
111	2.00	HON HES3024G .~ .~ GLASS STACKER 30H X 24W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 348.75	\$ 697.50
112	1.00	HON HETP6548FP .~ .~ TACKABLE PANEL W/O TC 65H X 48W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: reception -- CONTRACT: Hon SC State 4400022602	\$ 253.80	\$ 253.80



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SALES REP	PAYMENT TERMS
Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
113	1.00	HON HETP6560FP .~ .~ TACKABLE PANEL W/O TC 65H X 60W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Reception -- CONTRACT: Hon SC State 4400022602	\$ 270.90	\$ 270.90
114	2.00	HON HL2428O .~ 24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG) .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 200.41	\$ 400.82
115	2.00	HON HL2448 .~ .~ VOI 24D X 48IN W RECTANGLE WORKSURFACE .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 189.63	\$ 379.26
116	1.00	HON HL2428S .~ .~ .~ 24D X 28IN SLIM PROFILE PEDESTAL (BOX/BOX/FILE) .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 475.79	\$ 475.79
117	1.00	HON HL3614L .~ 36W X 14H LAMINATE FLOATING MODESTY PANEL .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 113.68	\$ 113.68
118	1.00	HON HL65OS .~ 65INHIGH O-LEG SOS SUPPORT (2 PACK) .~ = ~Undecided~	\$ 294.98	\$ 294.98



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Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602		
119	1.00	HON HLSL1472D .~ .~ .~ 14.25DX72WX14H OVERHEAD CAB-4 DOORS W/12IN CUBBIE .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 879.06	\$ 879.06
120	1.00	HON HLSL72TW .~ TACKBOARD FOR 72IN W WALLMOUNT TACKBOARD .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 223.93	\$ 223.93
121	1.00	HON HHCGB21 \$(1) ~ .~ SOOTHE TWO-SEAT BENCH \$(1) = Gr 1 UPH ~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Pam -- CONTRACT: Hon SC State 4400022602	\$ 807.52	\$ 807.52
122	1.00	HON HNL3672RPRBF .~ .~ .~ .~ .~ .~ 72X36X29-1/2 RP DESK RECT TOP BKFT FROST MOD .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Judge Office -- CONTRACT: Hon SC State 4400022602	\$ 1,462.65	\$ 1,462.65
123	1.00	HON HNL2448LP .~ .~ .~ .~ .~ .~	\$ 638.96	\$ 638.96



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SALES REP	PAYMENT TERMS
Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		48X24X29-1/2 RETURN LF .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Judge Office -- CONTRACT: Hon SC State 4400022602		
124	1.00	HON HNL243665WRBL .~ .~ .~ 36X24X64-3/4 WARDROBE W/ LAM DR RT/BOOKCASE LF .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Judge Office -- CONTRACT: Hon SC State 4400022602	\$ 1,469.02	\$ 1,469.02
125	3.00	HON H10579X .~ 10500 SERIES 66WX30DX29-1/2H DESK SHELL-REC TOP 2 GRM .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 419.44	\$ 1,258.32
126	3.00	HON H105681X .~ 10500 SERIES RETURN SHELL 29-1/2H X 41W X 24D .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 285.18	\$ 855.54
127	1.00	HON H105R2466 .~ 66WX24D RECTANGLE WORKSURFACE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 191.59	\$ 191.59
128	1.00	HON H105R2436 .~	\$ 120.54	\$ 120.54



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SALES REP	PAYMENT TERMS
Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		36WX24D RECTANGLE WORKSURFACE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: Hh,Lg Office -- CONTRACT: Hon SC State 4400022602		
129	4.00	HON H105HLEG2441 .~ 105 SER H-LEG 24WX41H .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 245.98	\$ 983.92
130	2.00	HON H10534K .~ 10500 SERIES72X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 633.57	\$ 1,267.14
131	1.00	HON H105323K .~ 10500 SERIES48X37 1/8 STACK-ON STORAGE 3-DR LOCKING ETA .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 528.22	\$ 528.22
132	2.00	HON H105856 .~ 10500 SERIES BACK ENCLOSURE FOR 72W STACK ON STORAGE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 138.18	\$ 276.36
133	1.00	HON H105853 .~ 10500 SERIES BACK ENCLOSURE FOR 48W STACK ON STORAGE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 122.50	\$ 122.50



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SALES REP	PAYMENT TERMS
Michelle Darden	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
134	2.00	HON H90056 .~ 10500 SERIES TCKBD FOR 72W STACK ON STRG BCK ENCLOSURE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 189.63	\$ 379.26
135	1.00	HON H90053 .~ 10500 SERIES TCKBD FOR 48W STACK ON STRG BCK ENCLOSURE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 152.39	\$ 152.39
136	2.00	HON HH870960 TASKLIGHT 60W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 149.85	\$ 299.70
137	1.00	HON HH870930 TASKLIGHT 30W -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 127.80	\$ 127.80
138	3.00	HON H105102 .~ 10500 SERIESMOBILE FULL HT PED B/B/F 15-5/8W X 22-3/4D .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 494.41	\$ 1,483.23
139	3.00	HON H105104 .~ 10500 SERIESMOBILE FULL HT PED F/F 15-5/8W X 22-3/4D .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 494.41	\$ 1,483.23



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
140	3.00	HON H105295R .~ 10500 SERIES 18-7/8W X 24D X 66-5/8H WARDROBE/STRG CAB .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 886.41	\$ 2,659.23
141	2.00	HON HETP4230FP .~ .~ TACKABLE PANEL W/O TC 42.5H X 30W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 173.25	\$ 346.50
142	2.00	HON HETP4224FP .~ .~ TACKABLE PANEL W/O TC 42.5H X 24W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 163.80	\$ 327.60
143	2.00	HON HETP4236FP .~ .~ TACKABLE PANEL W/O TC 42.5H X 36W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 182.25	\$ 364.50
144	4.00	HON HETP6530FP .~ .~ TACKABLE PANEL W/O TC 65H X 30W .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 208.80	\$ 835.20
145	2.00	HON HETP6536FP .~ .~ TACKABLE PANEL W/O TC 65H X 36W .~ = ~Undecided~	\$ 223.65	\$ 447.30



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602		
146	5.00	HON HIWMMS .W2 .A .H .IM .IMS .AL .SB .T .N IGN 2.0 MID-BACK 4-WAY MESH MESH SEAT .W2 = Weight Activated w/Seat Slider .A = Height and Width Adj .H = Hard (Standard) .IM = 4-Way Black .IMS = Ignition Mesh Seat .AL = Adj Lumbar-matches frame color .SB = Standard Base .T = Black .N = No Headrest -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,All -- CONTRACT: Hon SC State 4400022602	\$ 467.46	\$ 2,337.30
147	1.00	HON HFTLD26 .N .2 .~ .~ .~ FLOCK 26 CYLINDER TABLE LAMINATE .N = No Grommet .2 = Two Ports Opposite .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 450.31	\$ 450.31
148	2.00	HON HFTTAL14 .~ .~ .~ FLOCK LAMINATE TABLET ACCESSORY .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 238.14	\$ 476.28
149	4.00	HON HFSC183664A .L .~ FLAGSHIP STG CAB 64 1/4HX36WX18D A PULLS&4 ADJ SHLF .L = Standard Random Key Lock .~ = ~Undecided~	\$ 882.45	\$ 3,529.80



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- DISCOUNT OFF LIST: 55%		
		-- TAG/LOCATION: Records		
		-- CONTRACT: Hon SC State 4400022602		
150	1.00	HON HFSC183640A .~ .~ FLAGSHIP STG CAB 39 1/8HX36WX18D A PULLS&2 ADJ SHLF .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Records -- CONTRACT: Hon SC State 4400022602	\$ 596.70	\$ 596.70
151	1.00	HON H919436 .~ 36WX18D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Records -- CONTRACT: Hon SC State 4400022602	\$ 307.35	\$ 307.35
152	1.00	HON HSTP652424LBBFM .~ .~ .~ .~ .~ CONTAIN 65HX24WX24D PERSONAL TWR PLINTH MTL FRNT LH BBF .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 55% -- TAG/LOCATION: Records -- CONTRACT: Hon SC State 4400022602	\$ 1,158.30	\$ 1,158.30
153	4.00	HON HML1S .N \$(3) ~ .~ .~ GROVE SINGLE SEAT LOUNGE .N = Armless \$(3) = Grade 3 Upholstery ~ = ~Undecided~ .~ = ~Undecided~ .~ = ~Undecided~ -- DISCOUNT OFF LIST: 51% -- TAG/LOCATION: HH ,Lg Office -- CONTRACT: Hon SC State 4400022602	\$ 897.68	\$ 3,590.72



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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X _____ Date _____
 Title _____
 BEAUFORT COUNTY GOVERNMENT

SUBTOTAL	\$186,079.69
FREIGHT	\$0.00
DELIVERY/SET-UP	\$37,215.00
SALES TAX (6%)	\$11,164.78
TOTAL	\$234,459.47
DEPOSIT REQUESTED	\$0.00
BALANCE	\$234,459.47

FURNITURE AGREEMENT TERMS & CONDITIONS

ACCEPTANCE

The Customer agrees to purchase the merchandise described in the above quote in accordance with all items therein described. Merchandise remains the property of FSloffice until paid in-full. All quoted prices are firm for a period of thirty (30) days from the date of the proposal. Prices include local delivery. All additional charges such as freight, installation, labor etc... will be listed separately. Labor and installation will be taxed per state tax laws, such taxes will be added to the invoice at the time of billing. Customers who are exempt from taxes shall provide FSloffice a current Certificate of Exemption at time of purchase and execution of this agreement.

CHANGES, CANCELLATIONS & RETURNS

This agreement to proceed with the order is binding. Any subsequent changes are subject to our ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by FSloffice and Manufacturer. All request for changes in quantity or specification must be delivered to FSloffice in writing. All items that are ordered specifically for the Customer and are not FSloffice's normal inventory may not be subject to cancellation or return once put into production by the manufacturer. All request for such cancellations or returns must be in writing and are subject to approval by FSloffice. A restocking charge of thirty-five (35%) or a minimum of \$75.00 will be imposed for all approved items at FSloffice's discretion.

DELIVERY & INSTALLATION

In the event that delivery and/or installation are required as a part of the proposal, the following provisions apply:

Condition of job site: The job site shall be clean and free of debris prior to installation.

Job site services: Electric current, heat, hoisting, and/or elevator will be furnished without charge to FSloffice. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.

Delivery hours: Delivery and Installation will be made during normal business hours. Additional labor cost resulting from overtime work performed at the Customer's request, after authorization by FSloffice, shall be passed on to the Customer.

Erection & Assembly: FSloffice's ability to erect or assemble furniture shipped knock-down, or to permanently attach, affix or bolt-in-place moveable furniture is dependent upon jurisdiction agreements between trade unions at the job site.

Design and Installation service: Customer shall sign off on final drawings prior to order being entered. Installation service shall include initial placement of furniture at the designed location in accordance with the plan specifications and final drawings.

Protection of delivered goods: Furnishings delivered and brought onto job site shall be inspected and conditionally accepted by the Customer. At time of initial delivery the responsibility for the security and safeguarding of delivered furnishings shall at that time pass to the Customer.

Acceptance of delivery: Constitutes acceptance of the merchandise as delivered and FSloffice's ratification of the terms of the agreement.

TERMS OF PAYMENT

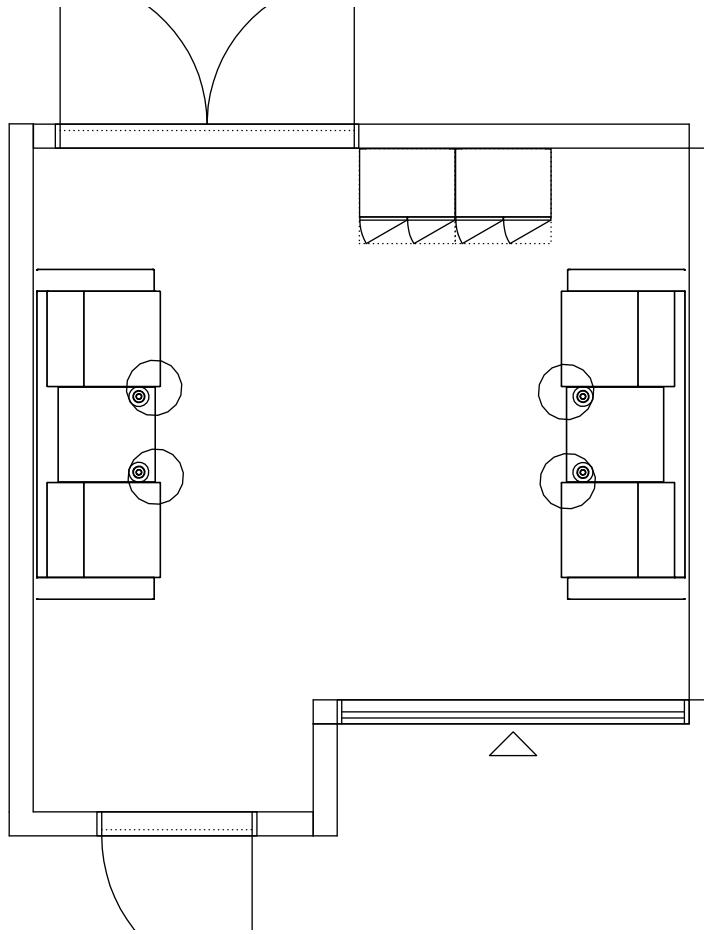
FSloffice reserves the right to accept credit cards as a form of payment. Credit Card orders may require a three percent (3%) servicing fee. All orders are net thirty (30) days from completion/punch list acceptance. Orders may require a deposit of fifty percent (50%) down at time of order and remain the property of FSloffice until order is paid in full. In such cases as short shipment, damaged merchandise or manufacturer error, payment on those items may be withheld until replacement items have been delivered. In the event that construction delays or other causes, not within FSloffice's control, which force postponement of the installation, Seller will store the furnishings until installation can resume. Storage charges may apply.

GENERAL LIABILITY

No liability shall accrue against the Seller as a result of any breach of these Terms & Conditions resulting from any strike, lock-out, work stoppage, accident, Act of God, or other delay beyond the Seller's control. Terms & Conditions set forth herein may be altered only upon written approval of both Customer and FSloffice. By acceptance of this agreement, Buyer acknowledges receipt of a duly executed duplicate of this agreement.

Acceptance of Proposal:

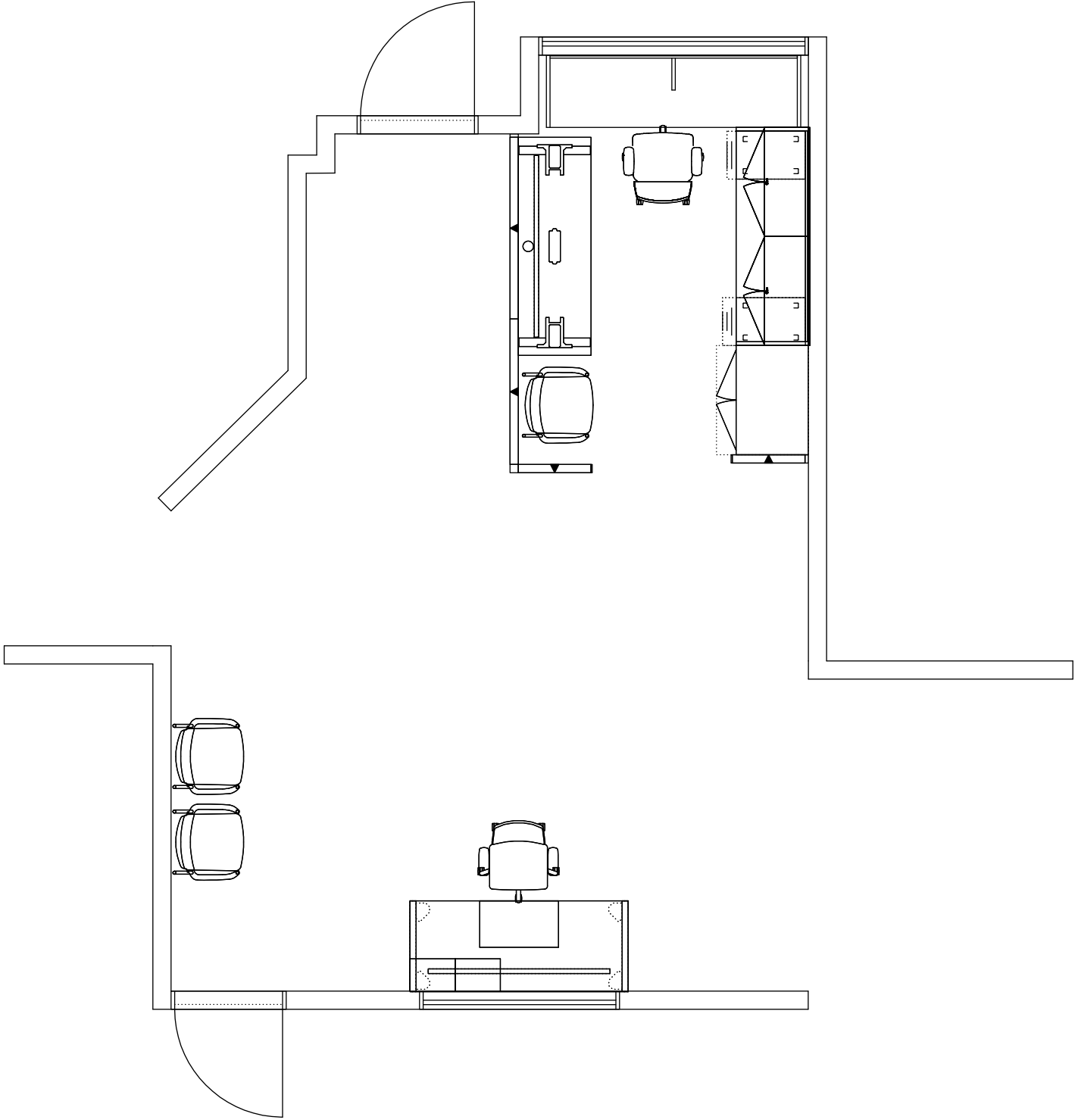
Customer Signature: _____ Date: _____



Scale 1/4" = 1'



NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of FSi office shall be limited to the amount charged for the Specification Services rendered and in no event shall FSi office be responsible for any consequential or incidental damages.



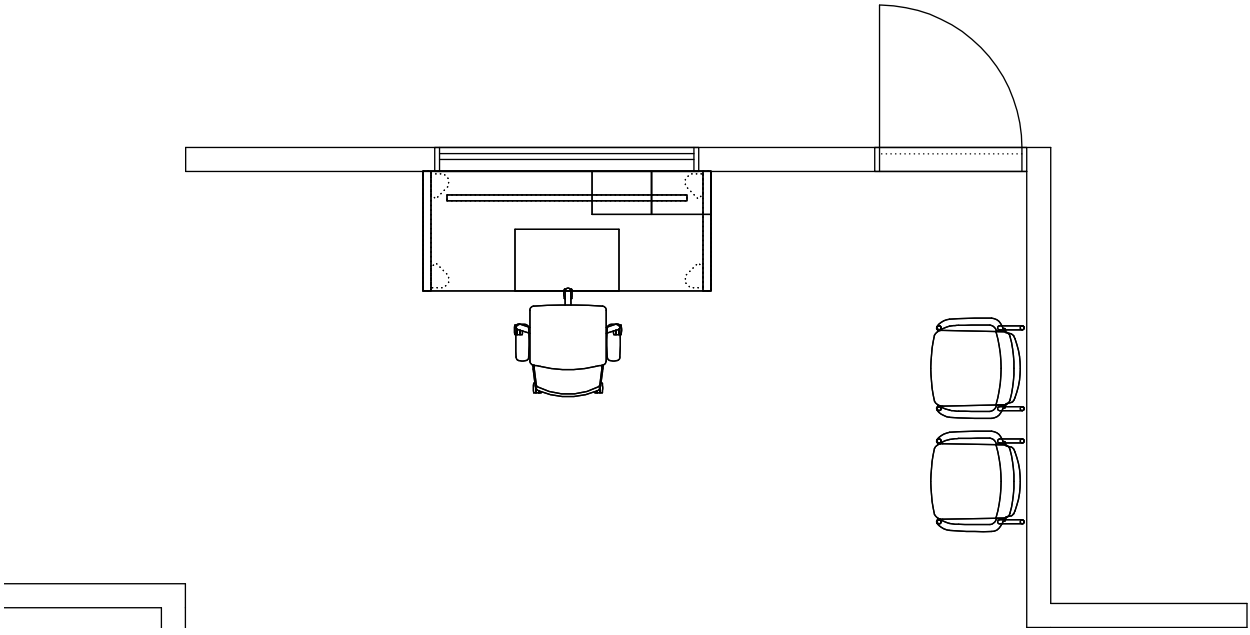
Scale 1/4" = 1'

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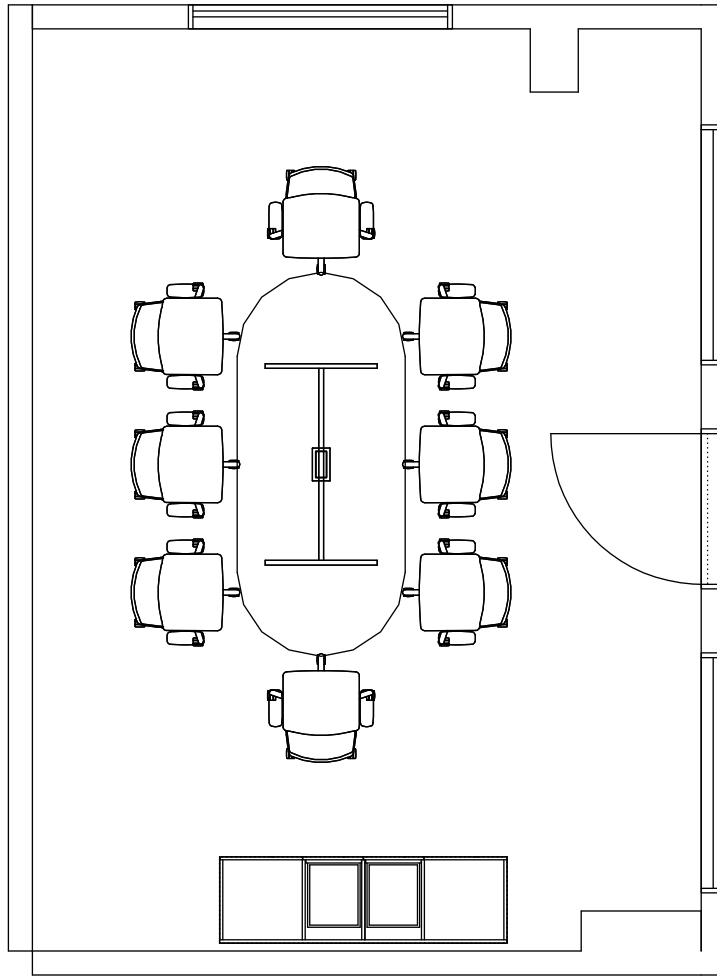




NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of FSI office shall be limited to the amount charged for the Specification Services rendered and in no event shall FSI office be responsible for any consequential or incidental damages.



NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of FSI office shall be limited to the amount charged for the Specification Services rendered and in no event shall FSI office be responsible for any consequential or incidental damages.



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Item 7.

Conference Room

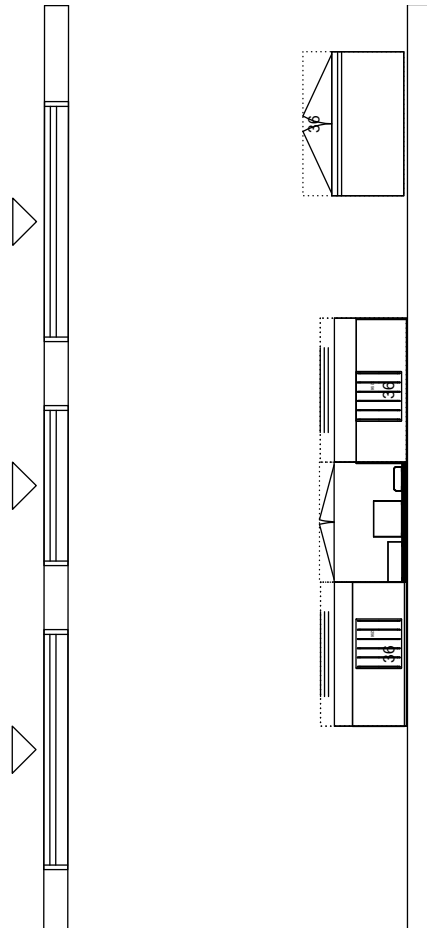
Probate Court



NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of FS*i* office shall be limited to the amount charged for the Specification Services rendered and in no event shall FS*i* office be responsible for any consequential or incidental damages.



Beaufort County



Scale 1/4" = 1'



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Scale 1/4" = 1'

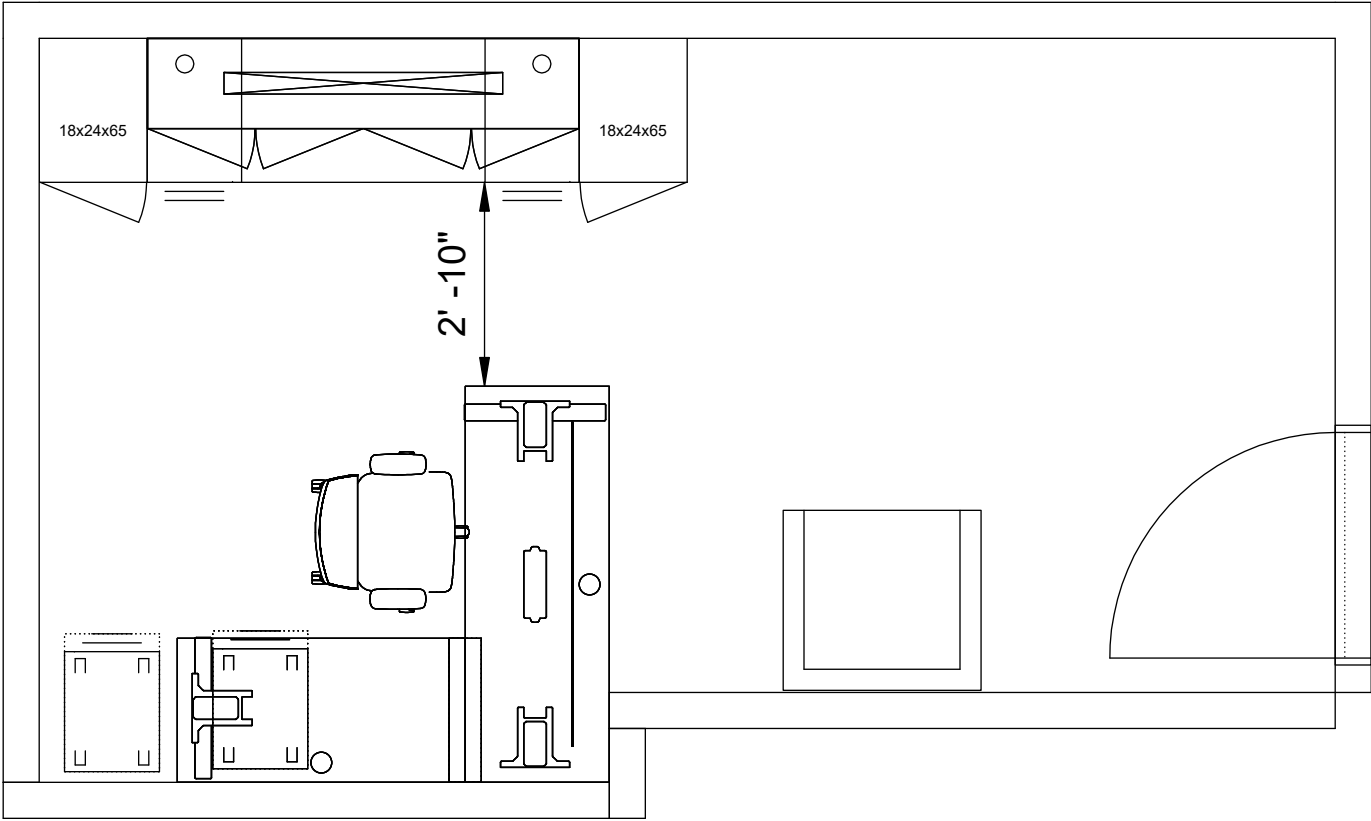
Storage Closet

24"D x 36"W

24"D x 48"W



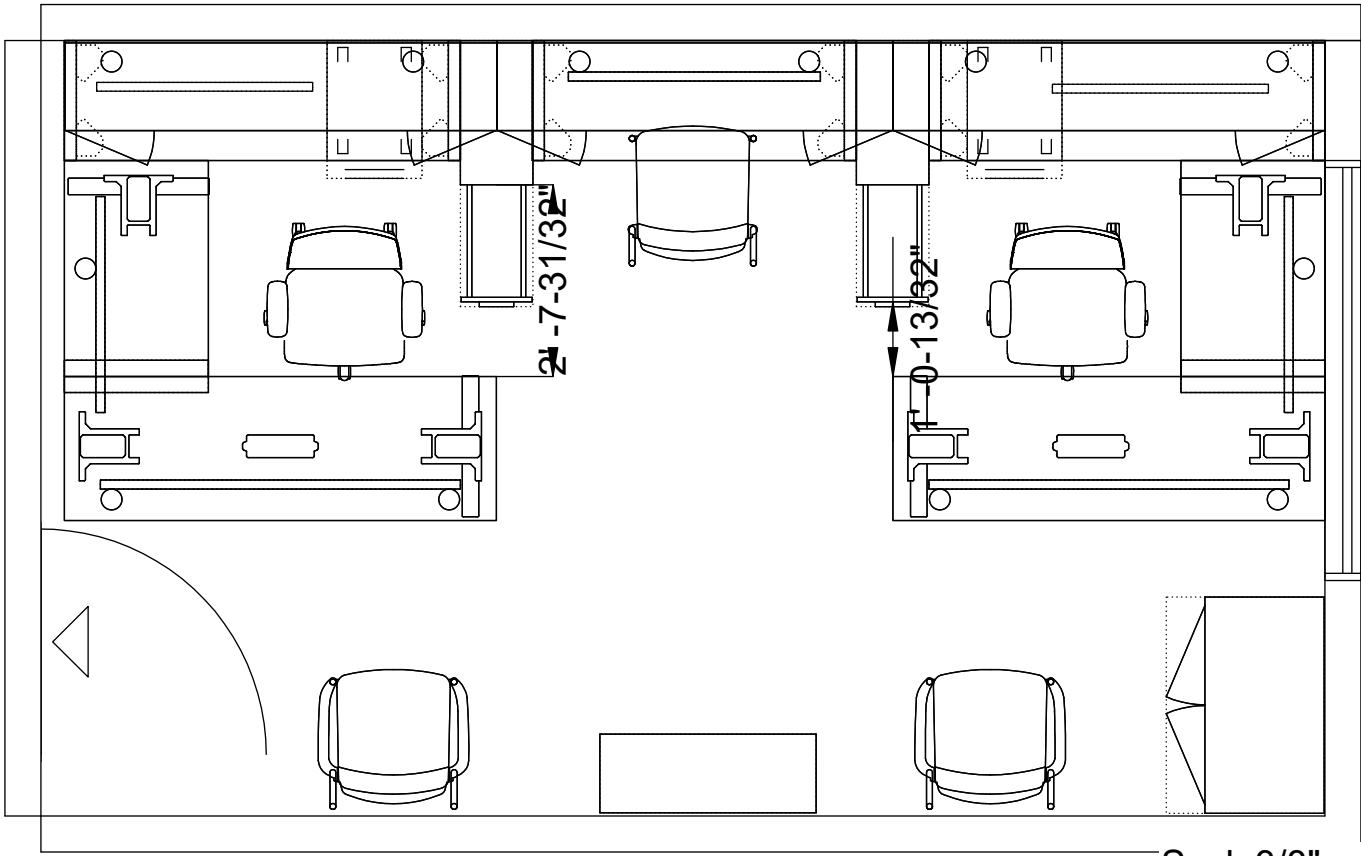
NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of FSI office shall be limited to the amount charged for the Specification Services rendered and in no event shall FSI office be responsible for any consequential or incidental damages.



Scale 3/8" = 1'



NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of FSI office shall be limited to the amount charged for the Specification Services rendered and in no event shall FSI office be responsible for any consequential or incidental damages.



Item 7.

Conference to Offices

Probate Court



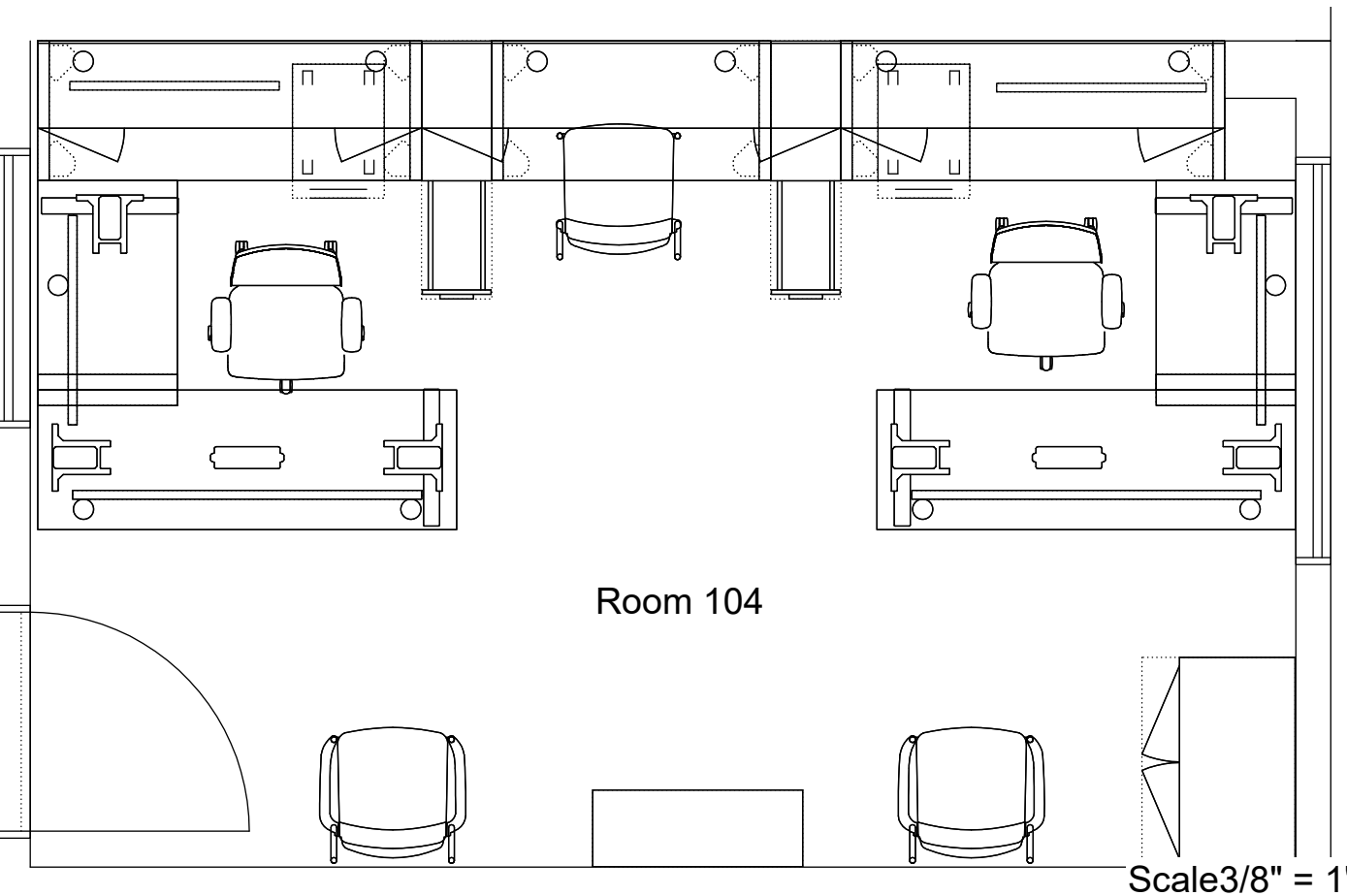
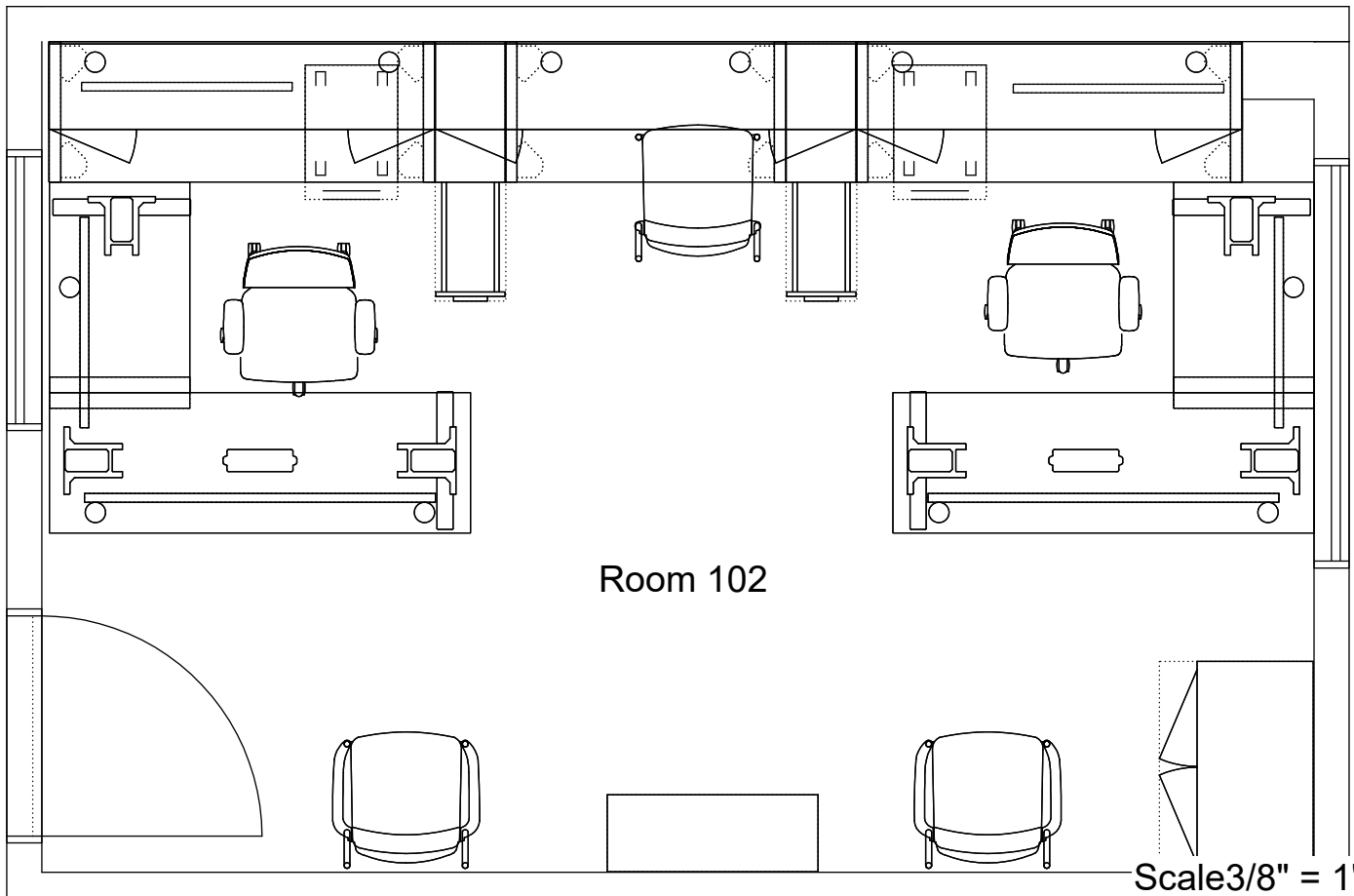
Beaufort County

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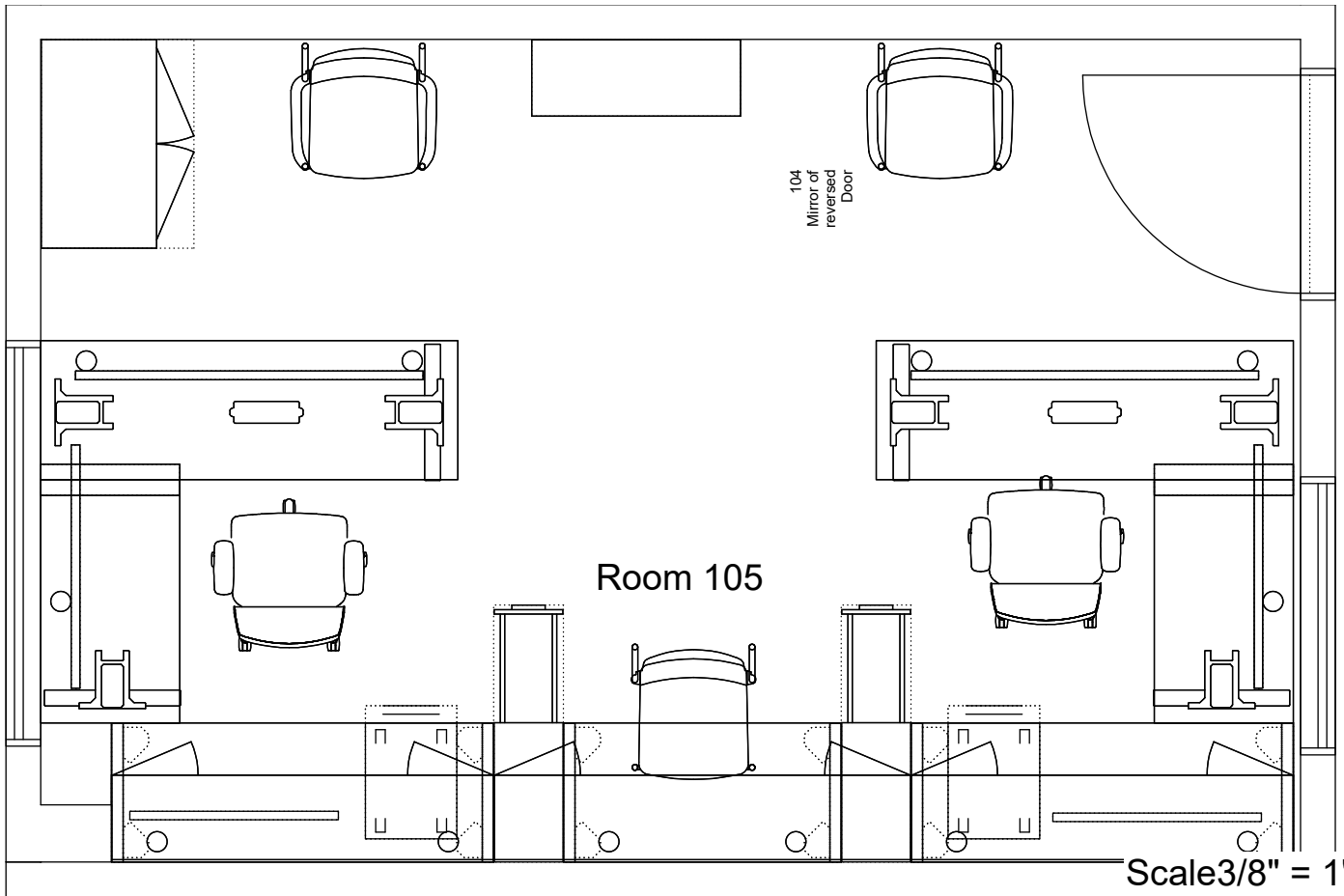


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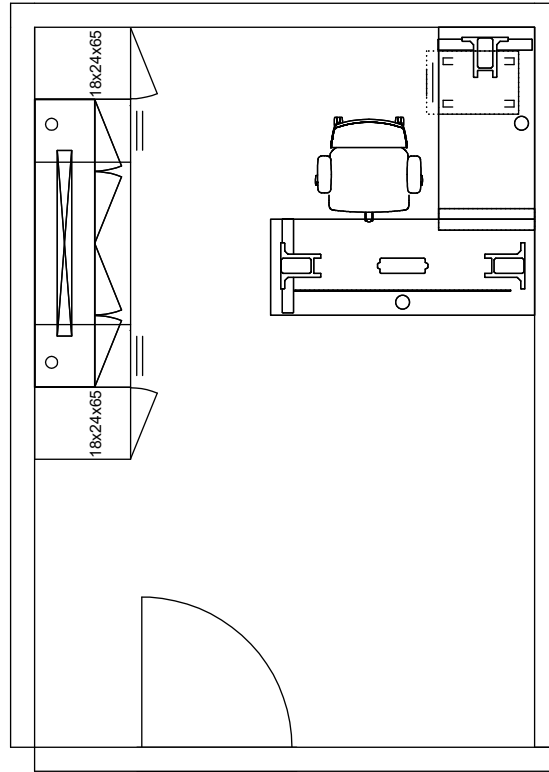
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Item 7.

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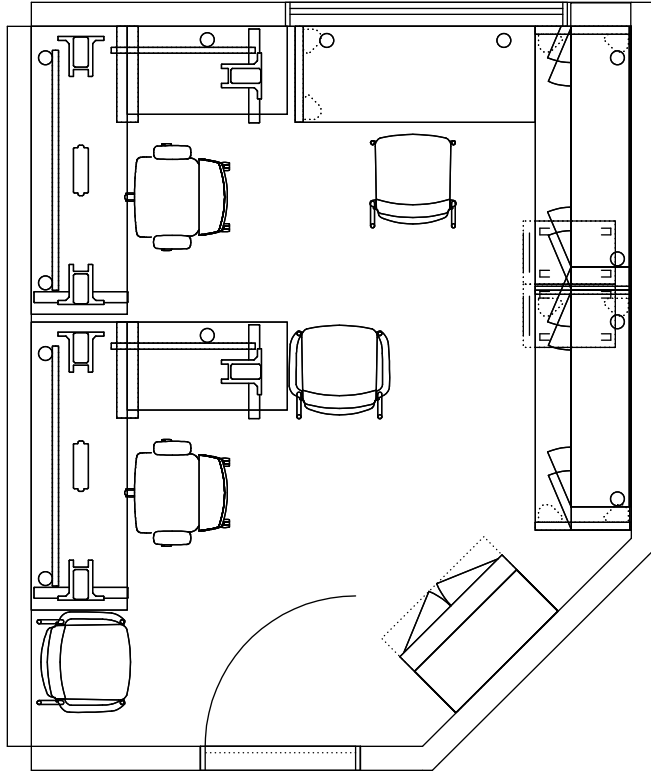


Scale 1/4" = 1'



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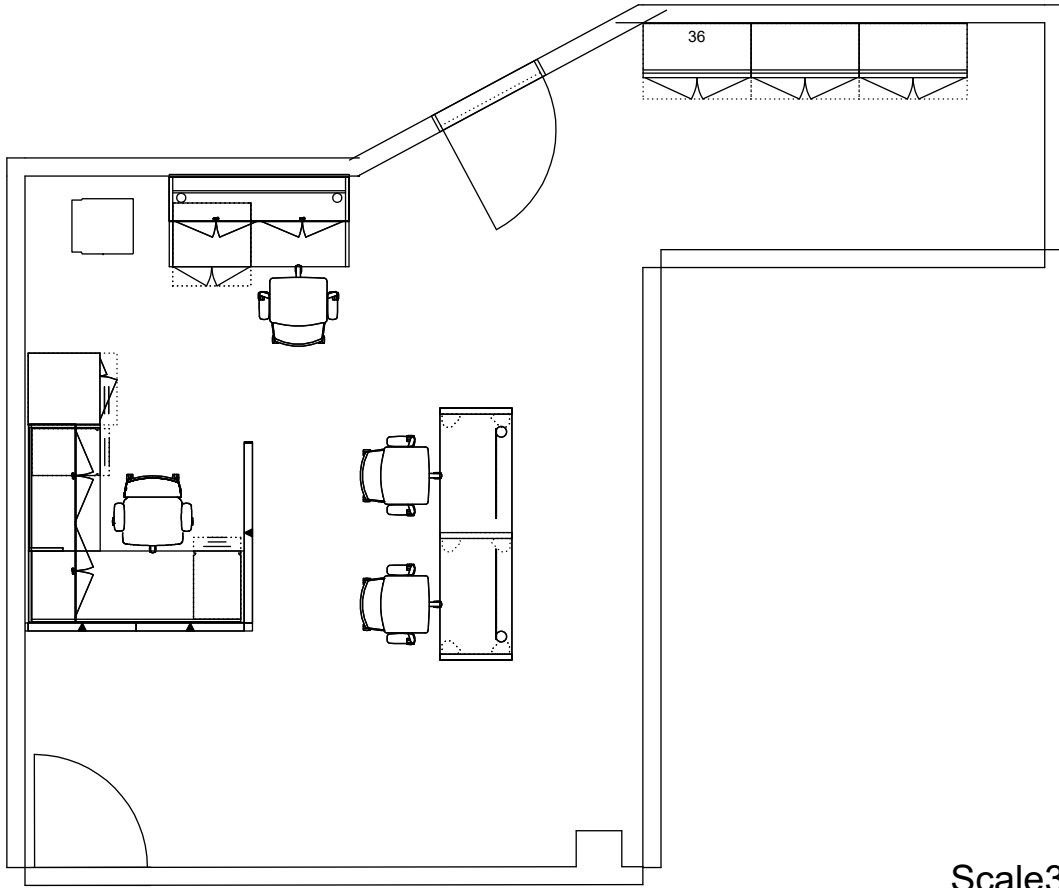




Scale 1/4" = 1'



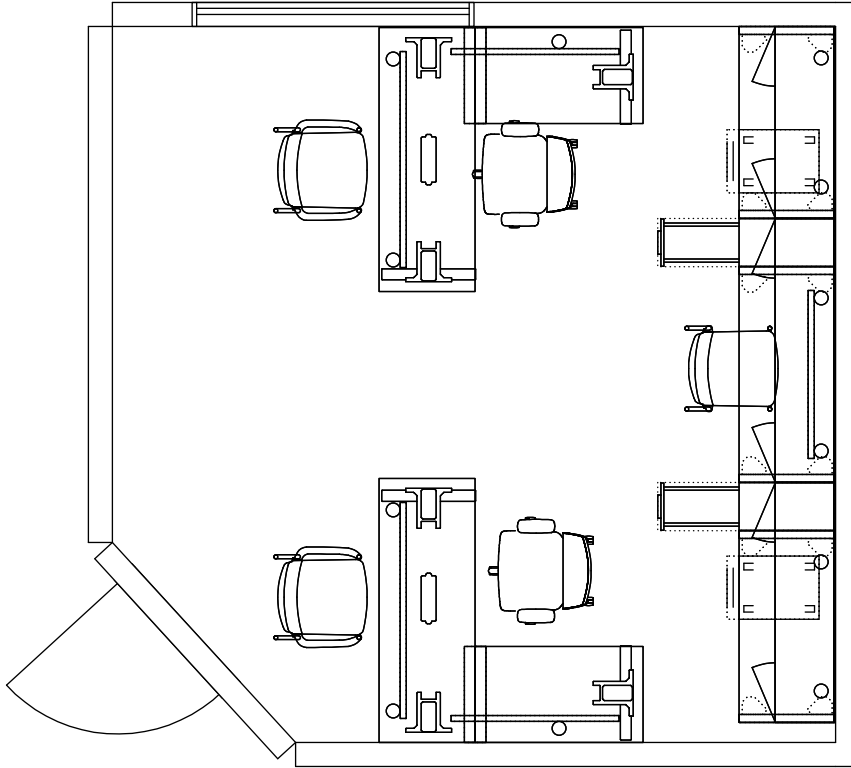
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Scale 3/16" = 1'



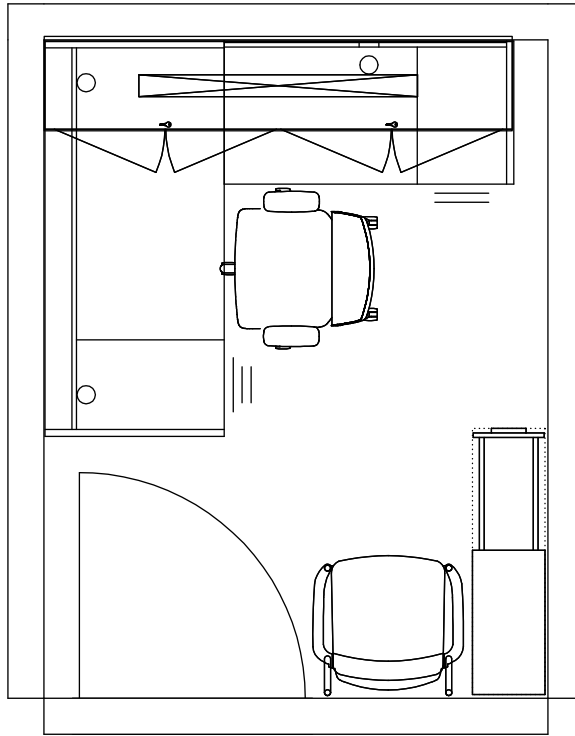
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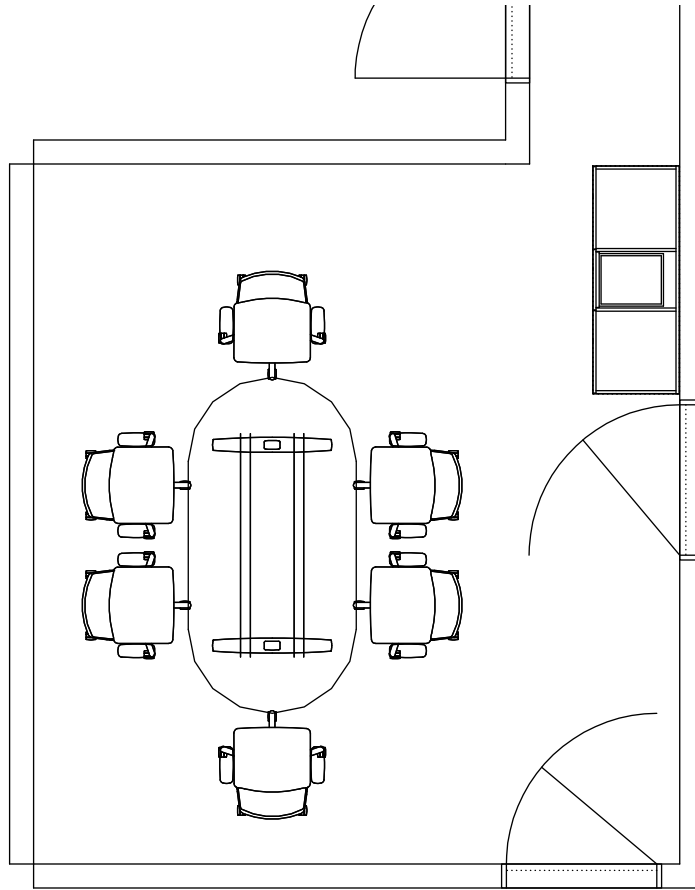


Scale 3/8" = 1'



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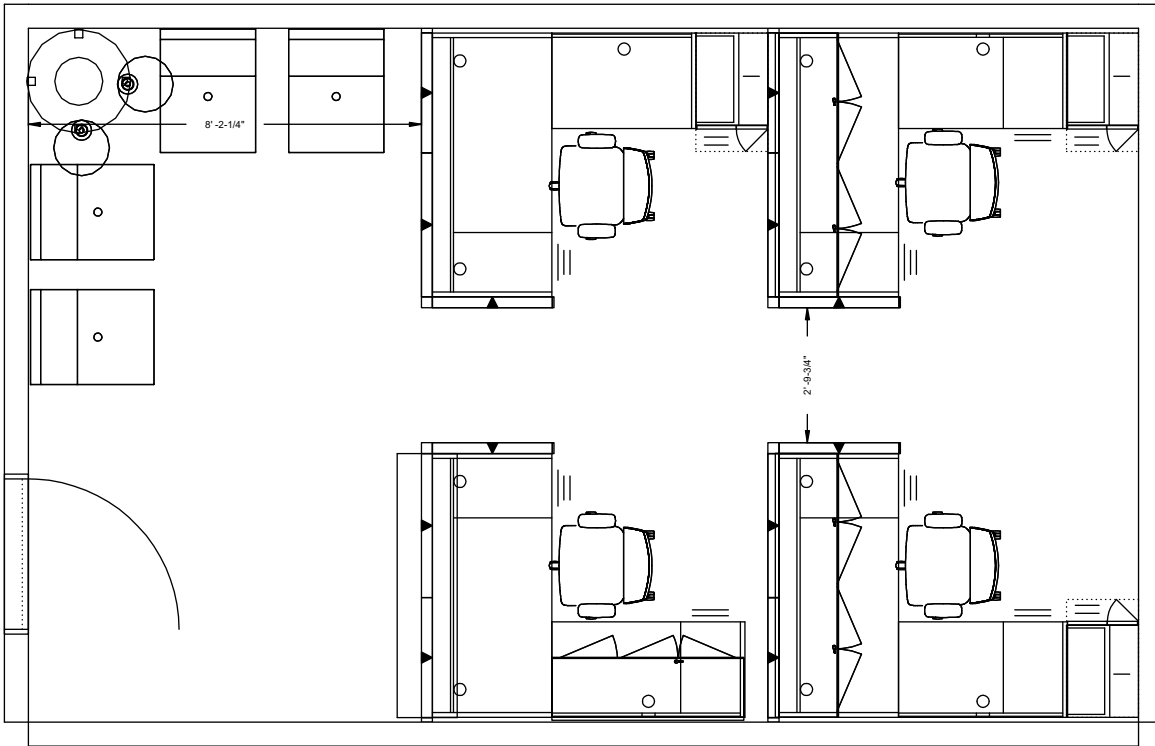




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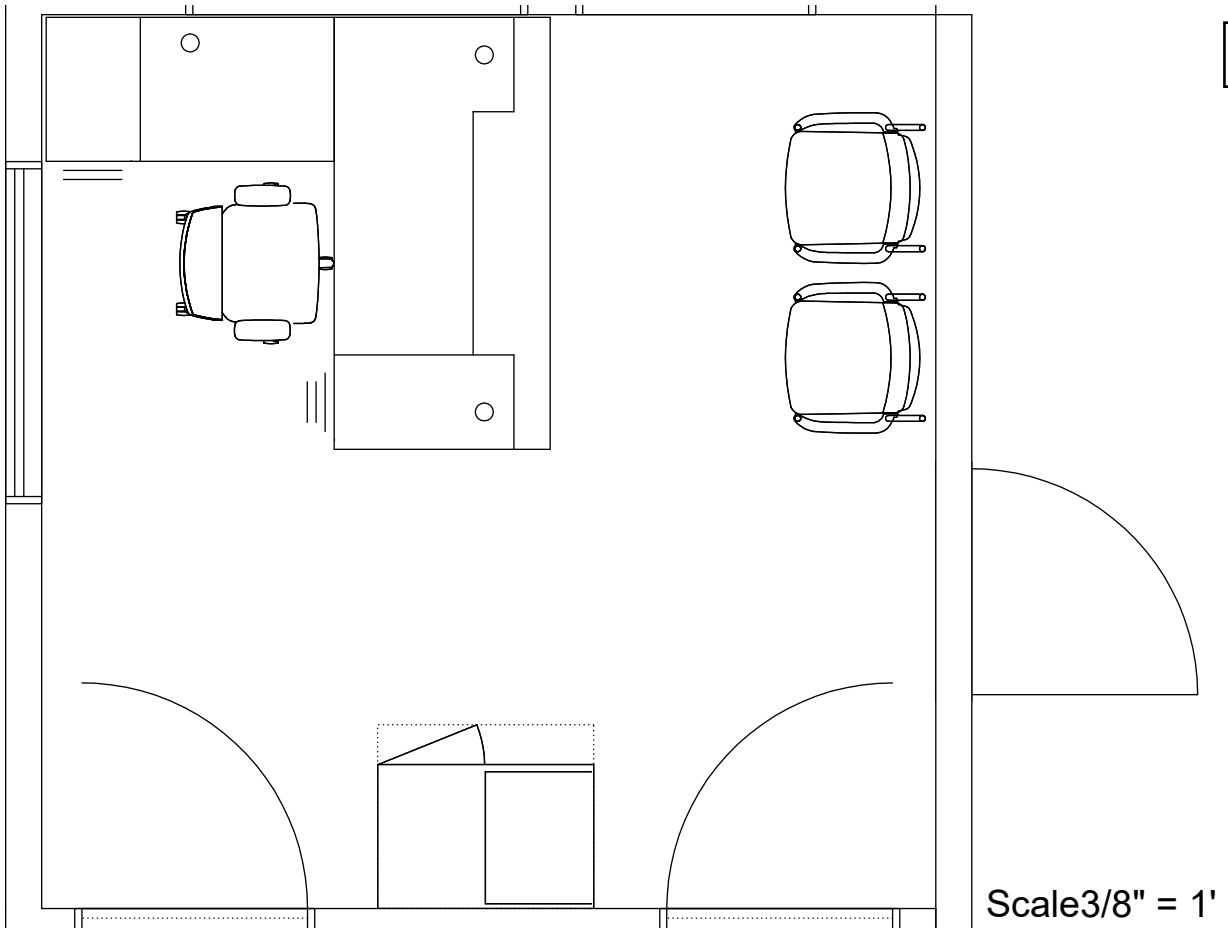


Scale 1/4" = 1'

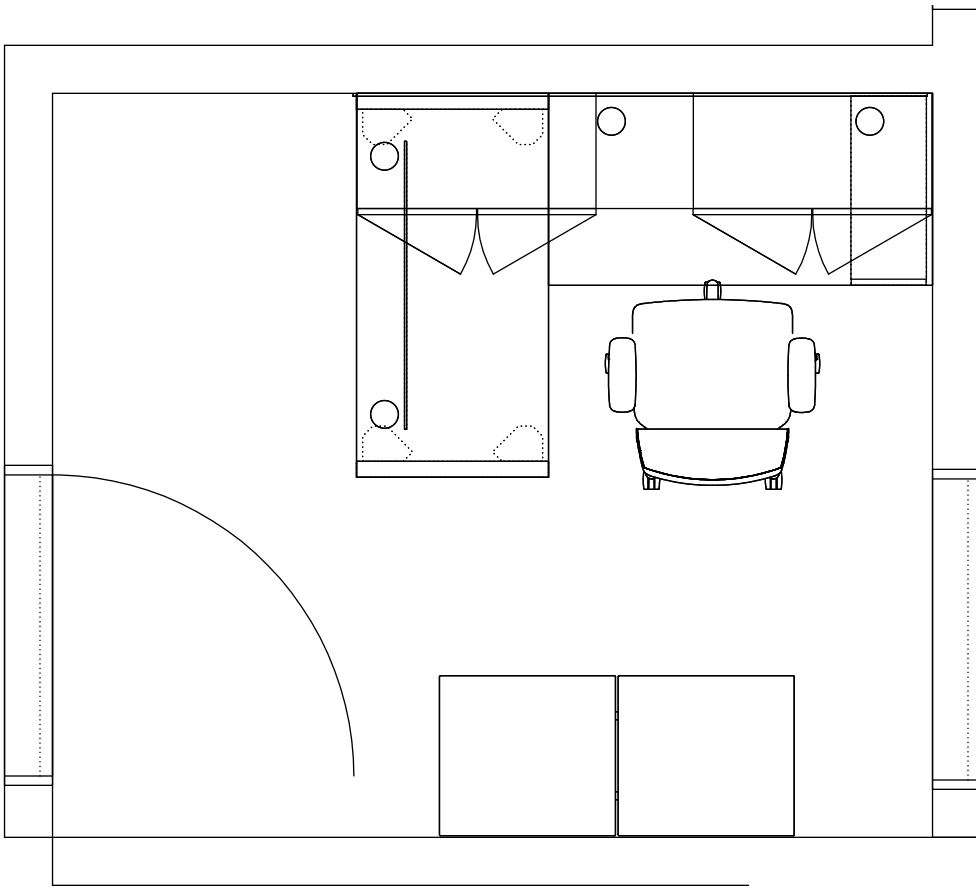


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Scale 1/2" = 1'



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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend approval to MUSCO for technology for lighting control project, cost: \$ 799,325.00.
MEETING NAME AND DATE:
Finance, Administration, & Economic Development Committee Meeting – March 20 th , 2023
PRESENTER INFORMATION:
Eric Larson, Capital Projects Director, Capital Improvements
ITEM BACKGROUND:
MUSCO has been the sports and infrastructure lighting supplier for the Beaufort County for 20 plus years. The light control systems are integrated with the lights and allow staff to control all fields with a single control software. There are numerous benefits for the Beaufort County to have MUSCO as a sole source vendor.
PROJECT / ITEM NARRATIVE:
The project involves adding field lighting to Coursen Tate Park on Lady’s Island. MUSCO has provided a design that allows the use of the sports fields for baseball, softball, soccer, and other configurations.
FISCAL IMPACT:
MUSCO provided a cost for \$799,325.00. Funds come from Parks Impact Fees North of the Broad.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval for lighting control via MUSCO in the amount of \$799,325.00.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to MUSCO for lighting control Next Step: Move forward to County Council



February 9, 2023

Beaufort County
100 Ribaut Road
Beaufort, SC 29902

RE: Musco Sports Lighting, LLC (Musco) Sole Source

Dear Mr. Larson,

We are pleased to present Musco's Total Light Control – TLC for LED™ technology for your lighting project. Our TLC for LED® technology is the result of over 40 years of technology innovation and millions of dollars of research and capital investment; providing significant advantages for your budget and for the environment. Musco has been the sports and infrastructure lighting supplier for the Beaufort County for 20 plus years. There are numerous benefits for the Beaufort County to have Musco as a sole source vendor.

At Musco, our approach is more than just selling and installing poles and luminaires. We are in the business of selling the right amount of light, on and off the facility, for the least amount of cost over the life of the warranty. Musco works closely with the owner and their consultants to gain a full understanding of the facility, its use, and surroundings.

The following is a list of the key values and features that are unique to Musco's TLC for LED technology, and its supporting features.

1. Luminaire technology

- a. **Guaranteed constant light levels** – Musco's patented TLC for LED technology provides constant light levels guaranteed for the life of the system.
- b. **Luminaire options** – Musco utilizes more than 500 standard luminaire types, each with unique visor, optics, reflective inserts, beam shapes, and color temperature variations to create custom lighting solutions for each project. Because Musco designs and manufactures our own luminaires, we are not restricted by a limited selection of available luminaires sourced from 3rd party manufacturers. Additionally, Musco holds many unique patents related to optics, glare reduction, precision factory luminaire aiming, and heat reduction to maximize luminaire performance and longevity.
- c. **Offsite spill and glare control, and lighting for aerial sports** – Musco's state of the art spill and glare control keeps light on the field where it belongs, and our unique BallTracker® technology ensures maximum playability for aerial sports while maintaining the curtain of darkness around the field.
- d. **Energy efficiency – reduces energy consumption by half**
TLC for LED requires 40% fewer luminaires than prior HID technology systems, resulting in a reduced energy consumption over the life of the system. Additional energy savings are provided by Musco's Control-Link® control system.



- e. **Color accent luminaires** – patented color technology that allows owners to highlight venues with custom color options and integration with our entertainment services packages. Light shows and entertainment effects are factory programmed and updated remotely.

2. Musco Constant 25™ Warranty & Maintenance Program

- a. **100% routine maintenance included for 25 years** – All routine maintenance, including labor, is provided by Musco for 25 years. This business practice, while not patented, is unique to Musco.
- b. **Guaranteed constant light levels** – Musco guarantees the light levels will not drop below the designed performance for the warranty period of the lighting system.

3. System approach and product quality

- a. **System approach** – Because Musco provides the entire system, from foundation to poletop, we ensure every component of the system is trouble free for the life of the system.
- b. **Durability** – Some of the unique features of Musco's products include:
 - i. Luminaire strength and aiming is guaranteed to resist wind speeds up to 150 mi/h without any misalignment or damage.
 - ii. 100% internal wiring – no wires are exposed to the elements, quick connectors for reliability and ease of installation, strain relief, and abrasion-proof jacketing prevent wire damage.
 - iii. Remote electrical components enclosures ensure that the most heat sensitive electronic components such as drivers and controllers are kept away from heat-producing luminaire components.
 - iv. Musco's Light-Structure System™ pole has integrated lightning protection which ensures that pole always has a good connection to earth ground, and surge protection devices protect the equipment at each light pole.
- c. **Reliability testing** – All of Musco's product solutions go through rigorous reliability testing, including the most sensitive electronic components. This allows us to have confidence in our products over the life of the warranty in all manner of environments. Some of the reliability tests for electronic components include:
 - i. Temperature and Humidity tests, 10 to 90% humidity, -95°F to 350°F
 - ii. Surge Immunity tests, up to 50,000 volts and 50,000 amps
 - iii. High accelerated life testing (HALT) utilizes thermal cycles and vibration to discover any potential weaknesses in components so they can be addressed
- d. **Powerful and convenient control options + proactive monitoring** –
 - i. **Control** - With Musco's unique Control-Link control system, you have the capability of turning your lights on and off via your phone, or any web browser, schedule your lights months in advance, and receive usage reports.
 - ii. **Monitoring** – Additionally, Musco constantly monitors the performance of the lighting system. If there is an outage that impacts the playability of the field, we will contact you and schedule a repair technician.



- e. **Control-Link Central™ call center** – Musco’s Control-Link Central call center, comprised of 70+ Team Members is available 24/7/365 anytime you need to talk to us about your system. We have experience controlling nearly 6 million hours of lighting worldwide. Our team travels over a million miles, inspecting over 2,300 fields a year. No other manufacturer provides this level of experience and expertise.
- f. **Lighting Services Team** – Musco has 100+ dedicated Team Members that are responsible for maintaining customer lighting systems around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems.

I trust this information outlines the unique characteristics of Musco and our unique TLC for LED technology. If you have questions or need additional information, please contact us at 803-904-0302 or by email at Brian.Hartman@musco.com.

Thank you,

Brian Hartman

Brian Hartman
South Carolina Sales Representative

Musco Sports Lighting, LLC
509 Water Garden Court
Irmo, SC 29063

Date: 2/16/2023

Project: Coursen Tate Park
Beaufort, SC
Musco Project Number: 193213

Quotation Price – Materials Delivered to Job Site and Installation

Softball/Multipurpose 1 & Softball/Multipurpose 2 -\$ 799,325.00

Bonding is not included.

Quote is confidential. Pricing and lead times are effective for 30 days only.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of the following:
 - Softball field 1& field 2: 50footcandles infield and 30footcandles outfield and uniformity of 2.0:1.0infield and 2.5:1.0 outfield.
 - Multipurpose Field 1 & Field 2: 30footcandles and uniformity of 2.5:1.0
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- (76) Factory aimed and assembled luminaries, including BallTracker® luminaires
- (13) Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment



Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 240 Volt/ Single Phase Voltage and phase system
- Structural code and wind speed = 2015 IBC, 140 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brian Hartman
South Carolina Sales Representative
Musco Sports Lighting, LLC
Phone: 803-904-0302
E-mail: brian.hartman@musco.com



Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact your local udig for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.

8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (13) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (13) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link[®] by contacting Control-Link Central[™] at 877-347-3319.

Coursen Tate Park Beaufort, SC

GRID SUMMARY

Name: **Blanket Grid**
Spacing: **30.0' x 30.0'**
Height: **3.0'** above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: **6.2**

Maximum: 60.2

Minimum: 0.0

Avg / Min: -

Max / Min: -

UG (adjacent pts): 96.54

CU: 0.87

No. of Points: 1443

LUMINAIRE INFORMATION

Applied Circuits: A, B, C, D

No. of Luminaires: 76

Total Load: 76.39 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⓧ dimensions are relative to 0.0 reference point(s) ⓧ

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	POLE	SIZE	GRADE ELEVATION	HEIGHT	MOUNTING	LUMINAIRE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	70'	0'	70'	TLC-LED-1500	TLC-BF-575	2	2	0	
2	A3-A4	60'	70'	0'	60'	TLC-LED-550	TLC-BF-575	3	3	0	
1	B1	70'	70'	0'	70'	TLC-LED-1500	TLC-BF-575	2	2	0	
1	B2	70'	70'	0'	70'	TLC-LED-1200	TLC-BF-575	3	3	0	
1	B3	70'	70'	0'	70'	TLC-LED-1500	TLC-BF-575	2	2	0	
2	C1-D1	70'	70'	0'	70'	TLC-LED-1200	TLC-BF-575	2	2	0	
1	C2	70'	70'	0'	70'	TLC-LED-1500	TLC-BF-575	2	2	0	
1	C3	70'	70'	0'	70'	TLC-LED-1200	TLC-BF-575	3	3	0	
2	C4-D2	70'	70'	0'	70'	TLC-LED-1500	TLC-BF-575	5	5	0	
13	TOTALS								76	76	0

*This structure utilizes a back-to-back mounting configuration

SCALE IN FEET 1 : 120



ENGINEERED DESIGN By: Noah Bix · File #193213C - 03-Feb-23



We Make It Happen.

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ILLUMINATION SUMMARY

Item 8.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
SC Department of Agriculture Grant for Project Lawn and Project Packet
MEETING NAME AND DATE:
March 20 th : Finance, Administrative, and Economic Development
PRESENTER INFORMATION:
John O’Toole, Executive Director, Beaufort County Economic Development Corporation 5 Minutes
ITEM BACKGROUND:
SC Department of Agriculture has awarded a total grant of \$50,000 to the combined projects of Project Packet and Project Lawn. These projects reflect a \$29 M investment and 60 new jobs in Beaufort County. The company associated with both projects, Watterson Brands, will be sourcing grain, barrels, and other ag related products from within South Carolina. The \$50,000 grant is a reimbursement grant from SCDOA to the company for building/infrastructure costs. 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.
PROJECT / ITEM NARRATIVE:
The BCEDC requests the Council allow County administration to execute the necessary performance and grant agreements to receive the SC Department of Agriculture grant that will then be submitted to the company once appropriate reimbursement request funds are received from said company.
FISCAL IMPACT:
The fiscal impact on the county would be neutral.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the execution of the Project Packet and Project Lawn grant/performance agreements.
OPTIONS FOR COUNCIL MOTION:
Execute the Project Lawn and Project Packet grant/performance agreements to allow for the \$50,000 grant payment from SC Department of Agriculture to be received and disbursed to the company.

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

This **Performance Agreement** (“Agreement”) is made to be effective the ___ day of ___, 2021 (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”), Watterson Brands 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 assist the Company with site preparation and infrastructure improvements for the Project. 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 \$25,000 (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 March 2024 for reimbursement to the Company for eligible expenditures incurred and paid by the Company.
- 2.0 **Project Description.** The Company anticipates constructing a renovation of a renovation of a large facility that will house multiple operations: brewery, food hall and market, as well as a non-alcoholic beverage spirits production and crypto-currency mining. the "Project"), all on a site in the County. As of the Effective Date, the County is ranked a Tier III County by the South Carolina Department of Revenue and is, therefore, eligible for the Grant 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 \$19,200,000.00 (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, 2027 (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 179 new, full-time jobs and 55 new, part-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 (179 new, full-time jobs and 55 new, part-time jobs), and the investment made by the Company and/or any Affiliates in the Project may not be less than the Investment Requirement (\$19,200,000.00) (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 (179 new, full-time jobs and 55 new, part-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 (\$19,200,000.00) (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:

Watterson Brands 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:

WATTERSON BRANDS 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 \$19,200,000.00

Minimum Job Requirement: 179 full-time and 55 part-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 \$19,200,000.00

Minimum Job Requirement: 179 full-time and 55 part-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 Department of Agriculture, hereinafter called the Department, does commit and grant to Beaufort County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the 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 infrastructure and site improvements for constructing a renovation of an existing building into a facility that will manufacture beer in a brewpub setting and also house several restaurant concepts in Beaufort County. The Grant Project has been approved by the Department and is included by reference as Project Lawn and Packet.

Section 3: AWARD AMOUNT: The Department hereby commits an amount not to exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00), 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 six months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within six 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 A

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

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



South Carolina
DEPARTMENT OF AGRICULTURE
OFFICE OF AGRIBUSINESS DEVELOPMENT

Item 9.

Hugh E. Weathers, Commissioner

November 28, 2022

Beaufort County
c/o Charles Stone
Senior Project Manager
Beaufort County Economic Development Corporation
Via email cstone@beaufortscedc.org

Re: Notice of Award – Project Lawn and Packet – Buck Island

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 September 20, 2022 the Panel held its scheduled quarterly Panel Meeting where it reviewed the Grant Application from Beaufort County on behalf of Watterson Brands 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 \$25,000.

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 reach

out to our General Counsel, Alden Dalton, at adalton@scda.sc.gov and she will provide you with execution copies of both agreements.

Sincerely,



Clint Leach
Assistant Commissioner

cc: Billy Watterson (Billy.watterson@wattersonbrands.com)

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

This **Performance Agreement** (“Agreement”) is made to be effective the ___ day of ___, 2021 (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”), Watterson Brands 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 assist the Company with site preparation and infrastructure improvements for the Project. 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 \$25,000 (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 March 2024 for reimbursement to the Company for eligible expenditures incurred and paid by the Company.
- 2.0 **Project Description.** The Company anticipates constructing a renovation of a renovation of an existing building into a facility that will manufacture beer in a brewpub setting and also house several restaurant concepts (the "Project"), all on a site in the County. As of the Effective Date, the County is ranked a Tier III County by the South Carolina Department of Revenue and is, therefore, eligible for the Grant 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 \$11,628,000 (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, 2027 (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 29 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 (29 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 (\$11,628,000) (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 (29 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 (\$11,628,000) (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:

Watterson Brands 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:

WATTERSON BRANDS 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 \$ 11,628,000

Minimum Job Requirement: 29 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 \$ 11,628,000

Minimum Job Requirement: 29 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 Department of Agriculture, hereinafter called the Department, does commit and grant to Beaufort County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the 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 infrastructure and site improvements for constructing a renovation of a renovation of a large facility that will house multiple operations: brewery, food hall and market, as well as a non-alcoholic beverage spirits production and crypto-currency mining in Beaufort County. The Grant Project has been approved by the Department and is included by reference as Project Lawn and Packet.

Section 3: AWARD AMOUNT: The Department hereby commits an amount not to exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00), 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 six months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within six 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 County Council
Member, as appropriate

Signature of County Council
Member, as appropriate

Exhibit A

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

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



South Carolina
DEPARTMENT OF AGRICULTURE
OFFICE OF AGRIBUSINESS DEVELOPMENT

Item 9.

Hugh E. Weathers, Commissioner

March 7, 2023

Beaufort County
c/o Charles Stone
Senior Project Manager
Beaufort County Economic Development Corporation
PO Box 7017
Hilton Head Island, SC 29938

Re: Notice of Award – Project Lawn– FKA Project Bank of America

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 February 28, 2022, the Panel held its scheduled quarterly Panel Meeting where it reviewed the Amended Grant Application from Beaufort County on behalf of Watterson Brands for the above-referenced Project. The Panel considered the following criteria:

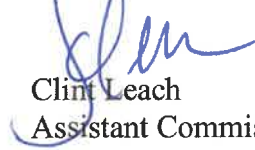
- (i) But for the award of a Grant (“Grant Award”) and the provision of funds pursuant to a Grant Award (“Grant Award Funds”), the Project would not locate in South Carolina.
- (ii) Competitiveness of Project.
- (iii) Economic viability of Project: i.e. the Project is more likely than not to succeed.
- (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 \$25,000.

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 reach out to our General Counsel, Alden Dalton, at adalton@scda.sc.gov and she will provide you with execution copies of both agreements.

Sincerely,



Clint Leach
Assistant Commissioner

cc: Norris Thigpen, SCDA Director of Agribusiness

1. Parks and Recreation Board

- RECOMMEND APPROVAL OF THE APPOINTMENTS OF JONNE HAYES SR AND ROBERT SCHOCH TO THE PARKS AND RECREATION BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2027.