



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 18, 2024

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. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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

AGENDA ITEMS

6. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH BEAUFORT JASPER WATER SEWER AUTHORITY, FOR THE CONSTRUCTION/INSTALLATION OF THE LOBECO/MORGAN ROAD WATERLINE PROJECT IGA WITH BJWSA FOR DESIGN AND CONSTRUCTION OF A WATER LINE TO SERVE THE LOBECO COMMUNITY. WATER LINE TO BE INSTALLED ON MORGAN ROAD BETWEEN TRASK PARKWAY AND JOHN MEEK WAY (**FISCAL IMPACT: \$3,668,800**) - Hank Amundson, Special Assistant to the County Administrator
7. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT GRANT FUNDS IN SUPPORT OF PROJECT WARD (**FISCAL IMPACT: No Fiscal Impact**) - Hank Amundson, Special Assistant to the County Administrator

- 8. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO APPROVE AN AFFORDABLE HOUSING FEE SUBSIDY IN THE AMOUNT OF \$11,765 REQUESTED BY LOWCOUNTRY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF THREE AFFORDABLE RESIDENTIAL UNITS IN NORTHERN BEAUFORT COUNTY. **(FISCAL IMPACT: \$11,765 AFFORDABLE HOUSING FUND)**
- Charles Atkinson, ACA Development Services
- 9. FISCAL YEAR 2025 BUDGET PRESENTATIONS FROM OUTSIDE AGENCIES AND
 - 1) Treasurer's Office- Maria Walls
 - 2) Sheriff's Department- Suszanne Cook and Chief Deputy Michael H. Hatfield
 - 3) Public Defender's Office- Stephanie Smart-Giddings
 - 4) Island Recreation Center- Frank Soule
 - 5) LRTA/Palmetto Breeze- Mary Franzoni and Kristine Hepburn
 - 6) Beaufort Regional Chamber of Commerce, Representing the Military Enhancement Committee- Megan Morris, Interim CEO
 - 7) Small Business Development Center- Martin Goodman
 - 8) Keep Beaufort County Beautiful Board- Chris Campbell
- 10. RECOMMEND APPROVAL TO THE GOVERNOR'S OFFICE FOR APPOINTMENT TO THE BEAUFORT-JASPER WATER AND SEWER AUTHORITY FOR A SIX-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2030. TERM TO BE SERVED: 1ST - VOTE NEEDED: 10/11 (only one seat is Vacant)
 - 1) CARL KILPATRICK
 - 2) ROGER BRIGHT
 - 3) THOMAS MIKE SR
 - 4) ROLAND GARDNER
- 11. AGENCIES, BOARDS, AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

EXECUTIVE SESSION

- 12. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2): DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED SALE OR PURCHASE OF DEVELOPMENT RIGHTS ON REAL PROPERTY (Project Lone Palmetto)
- 13. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 14. 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 of IGA with BJWSA for design and construction of a water line to serve the Lobeco Community. Water line to be installed on Morgan Road between Trask Parkway and John Meek Way (\$3,668,800)
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – March 18, 2024
PRESENTER INFORMATION:
Hank Amundson, Special Assistant to the County Administrator (10 mins)
ITEM BACKGROUND:
The Lobeco/Morgan Road Water Line project was one of the initial projects included in the Water/Sewer and Infrastructure category of the approved ARPA uses that Council Approved in 2022. This line addresses a concern of contamination of the groundwater due to past industrial activity, the County desires to extend water lines from BJWSA’s current distribution system to this area. The project will also support fire protection and potential reuse of the Lobeco area sites off of Morgan Road by connecting to an existing line on John Meeks Way. The County and BJWSA have agreed to work together on this project per a 2019 agreement, attached. BJWSA has developed a scope and cost. County Staff has reviewed the detailed cost estimate from BJWSA and found the prices to be fair and reasonable. Engineer’s estimate for the work is \$3,668,800.00.
PROJECT / ITEM NARRATIVE:
The County and BJWSA desire to extend a 12” water line from BJWSA’s current distribution system to the Lobeco area off of Morgan Road and John Meeks Way. BJWSA will serve as project manager and oversee design and construction. The County will fund the project with ARPA and other funding sources. The County will fund 100% of the cost, including any land or easement acquisition, and BJWSA will match the project with their staff time and resources. The total funds requested are based on the BJWSA estimated amount, \$3,668,800, which includes design, permitting, construction, and contingency. An IGA has been prepared for this agreement and is recommended for approval.
FISCAL IMPACT:
Funding comes from ARPA Funds Infrastructure Allocation
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a Resolution authorizing the Administrator to execute the IGA with BJWSA and obligating funds for the project in the amount of \$3,668,800.00
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of a Resolution authorizing the Administrator to execute the IGA with BJWSA and obligating funds for the project in the amount of \$3,668,800.00 <i>Next Step: Move forward to County Council for final approval/denial.</i>

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH BEAUFORT JASPER WATER SEWER AUTHORITY, FOR THE CONSTRUCTION/INSTALLATION OF THE LOBECO/MORGAN ROAD WATERLINE PROJECT.

WHEREAS, Beaufort County has received American Rescue Plan Act (ARPA) funds and County Council has allocated funds for the purpose of undertaking or funding water & sewer projects in Ordinance 2022/06; and

WHEREAS, Beaufort County (County) identified the need for this project as a part of the original discussions concerning the utilization of ARPA Funds, and

WHEREAS, the use of ARPA funds for the purpose of undertaking water & sewer project is an expressly permitted use per the legislation, and

WHEREAS, the waterline will impact public health, environmental health, quality of life, and economic growth; and

WHEREAS, BJWSA has undertaken planning, design, and construction estimates for the purpose of executing this project, and

WHEREAS, BJWSA has agreed to serve as the project manager for the Project, with BJWSA responsible for all aspects of project planning, permitting, design, land acquisition, and construction required for the Project; and

WHEREAS, the total estimated cost of the project is \$3,668,800; and

WHEREAS, the Parties desire to enter into a mutually beneficial agreement to address the scope of the project, the schedule, and the budget,.

NOW, THEREFORE, BE IT RESOLVED, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into an Intergovernmental Agreement for the Lobeco/Morgan Road Waterline Project.

DONE this 25th day of March 25, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk To Council

Section 1 Roles and Responsibilities.

- a. BJWSA shall serve as the project manager for the Project. BJWSA shall manage all aspects for planning, permitting, design, land acquisition, construction, and project closeout.
- b. BJWSA shall be the sole Owner of the infrastructure associated with the Project when the Project is complete and the Permit to Operate has been issued by SCDHEC.
- c. Beaufort County shall serve as the funding agency for the Project, in addition to serving as the authority having jurisdiction for any permits and approvals required prior to authorizing the Project to proceed to bidding for construction. Beaufort County shall be responsible for all Capital Costs including the fees for engineering, easements, permits, cost of construction, and the cost of the maintenance bond required at the end of the Project. Beaufort County shall also be responsible for any additional charges associated with change orders or increased costs and fees during the life of the Project.
- d. BJWSA shall obtain any and all easements (permanent and temporary) required for the Project. All easements shall be obtained and recorded in the name of BJWSA as the Owner. All costs required to obtain and record easements shall be funded by Beaufort County.
- e. BJWSA shall obtain any and all permits required for the Project. All permits shall be obtained and recorded in the name of either BJWSA or Beaufort County depending upon the permitting agency requirements. All costs required to obtain permits shall be funded by Beaufort County.

Section 2 Financial Requirements.

- a. Beaufort County shall be the primary funding agency for the Project, and no BJWSA capital funds are to be utilized for this Project; however, both parties acknowledge that BJWSA is contributing its internal staffing costs which result in cost savings to Beaufort County for the Project.
- b. BJWSA shall work with Beaufort County to prepare and submit timely financial reports and retain all records required by the US Treasury for eligible expenses paid for with ARPA funds. Beaufort County shall provide written guidance and direction to BJWSA for the ARPA compliance requirements.
- c. BJWSA shall have privity of contract with and supervision of all third-party vendors performing work on the Project.
 - i. BJWSA shall procure professional services required for the Project through a competitive solicitation process. Contracts for professional services shall be awarded by BJWSA Board of Directors, in accordance with BJWSA procurement policies, and all funding for the professional services contract shall be provided by Beaufort County.
 - ii. BJWSA shall procure construction services required for the Project through a competitive public bidding process. Contracts for construction services shall be awarded by BJWSA Board of Directors, in accordance with BJWSA procurement policies, and all funding for the construction services contract shall be provided by Beaufort County.
- d. Within 30 days of this IGA being executed between BJWSA and Beaufort County, Beaufort County shall remit the full value of the estimated Project costs as shown in **Exhibit 3** to BJWSA by and through a **check made payable to the Tupper, Grimsley, Dean and Canaday, P.A. escrow account**. All costs associated with this Project, to include but not limited to payments for

professional services, construction services, permits, and land acquisition, shall be paid out of the escrow account.

- e. In the event changed conditions are encountered for the Project during design or construction, and the changed conditions materially impact the Project schedule or budget, then BJWSA shall promptly notify Beaufort County of the changed conditions and the material impacts. A change order to the contract shall be created to reflect the changed condition and/or material impact and provided to Beaufort County for review and approval.
 - i. If Beaufort County approves the change order, Beaufort County shall thereafter fund any increased costs or fees by depositing the amount reflected in the change order into the TGDC escrow account within fifteen (15) business days.
 - ii. If Beaufort County does not approve the change order, BJWSA shall adjust the Project scope and schedule as required to continue construction of the Project within the authorized funding. However, the Parties acknowledge and accept that upon completion of construction, it may not be possible for BJWSA to place the new water line into service until the deficiencies, if any, associated with the change order are corrected.
- f. In an effort to keep the Project scope of work for construction within the estimated costs as shown in **Exhibit 3**, BJWSA shall prepare the Bid Form in the construction documents to request bids for a Base Project and Bid Add/Deduct Alternates. Once the bidding process is declared closed by BJWSA, BJWSA and Beaufort County will review all Base Project Bids and Add/Deduct Bids for Alternatives to determine how many Add/Deduct Alternatives to accept or reject in an effort to keep construction costs within the estimated Project Costs as set forth in **Exhibit 3**. The Base Bid shall be for a portion of the new water main installed along Morgan Road from Trask Parkway to Kean Neck Road as mutually agreed with Beaufort County prior to bidding.
- g. Prior to issuance of the Permit to Operate (PTO), Beaufort County shall purchase a Maintenance Bond for the benefit of BJWSA. The Maintenance Bond shall be in an amount equal to ten percent (10%) of the total water system construction costs, or Five Thousand Dollars (\$5,000.00), whichever is greater, in accordance with requirements defined in the Development Policy and Procedures Manual (February, 2023). The term of the Maintenance Bond shall begin upon issuance of the PTO and extend for a period of eighteen (18) months after issuance of the PTO. BJWSA will rely on the Maintenance Bond to repair or replace any portions of the Project Work performed by the construction contractor during the eighteen (18) month period following issuance of the PTO.

Section 3 Schedule.

- a. The term date for this Agreement shall be through **12/31/2026**. The term date is based on the date the US Treasury has established for the expenditure of ARPA funds. The term may be extended if agreed upon by both parties.
- b. The tentative schedule for the Project is as follows:
 - i. Procurement of Engineering Consultant Complete: **TBD upon finalization of MOU**
 - ii. Design Complete, inclusive of all permits, approvals and easements: **TBD upon finalization of MOU**
 - iii. Project Substantial Completion achieved: **TBD upon finalization of MOU**

- iv. Project Closeout complete: **TBD upon finalization of MOU**
- c. As project manager, BJWSA will make all reasonable commercial efforts to adhere to the schedule, however both Parties acknowledge that there may be unforeseen circumstances, material availability issues, or other issues outside of BJWSA's control which may require an extension of the schedule.

Section 4 General Provisions.

- a. Termination of the Agreement, in whole or part, may only occur by mutual written agreement of both Parties.
- b. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without prior written consent of the Parties.
- c. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Agreement.
- g. Any disputes with regard to the Project that cannot be resolved shall first be submitted to mediation with a South Carolina Certified Mediator chosen by the Parties. In the event that the Parties cannot agree to such person, the Parties will submit the request to the Chief Administrative Judge for the Circuit Court of Beaufort County to designate a mediator to conduct the mediation. If the dispute is not resolved during the mediation process, any litigation must be brought in the Court of Common Pleas, 14th Judicial Circuit, Beaufort County.
- h. All notices required under this Agreement shall be in writing via US registered mail or via email with confirmation of delivery receipt.

[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Intergovernmental Agreement.

WITNESS:

BEAUFORT JASPER WATER SEWER AUTHORITY

By: _____

Verna Arnette, General Manager

WITNESS:

BEAUFORT COUNTY

By: _____

John Robinson, Interim Beaufort County Administrator

DRAFT

EXHIBITS 1 & 2
LOBECO/MORGAN ROAD WATER LINE PROJECT MAP
AND WETLANDS MAP

DRAFT

**EXHIBIT 3
PRELIMINARY CAPITAL COST ESTIMATE
LOBECO/MORGAN ROAD WATER LINE PROJECT**

DRAFT

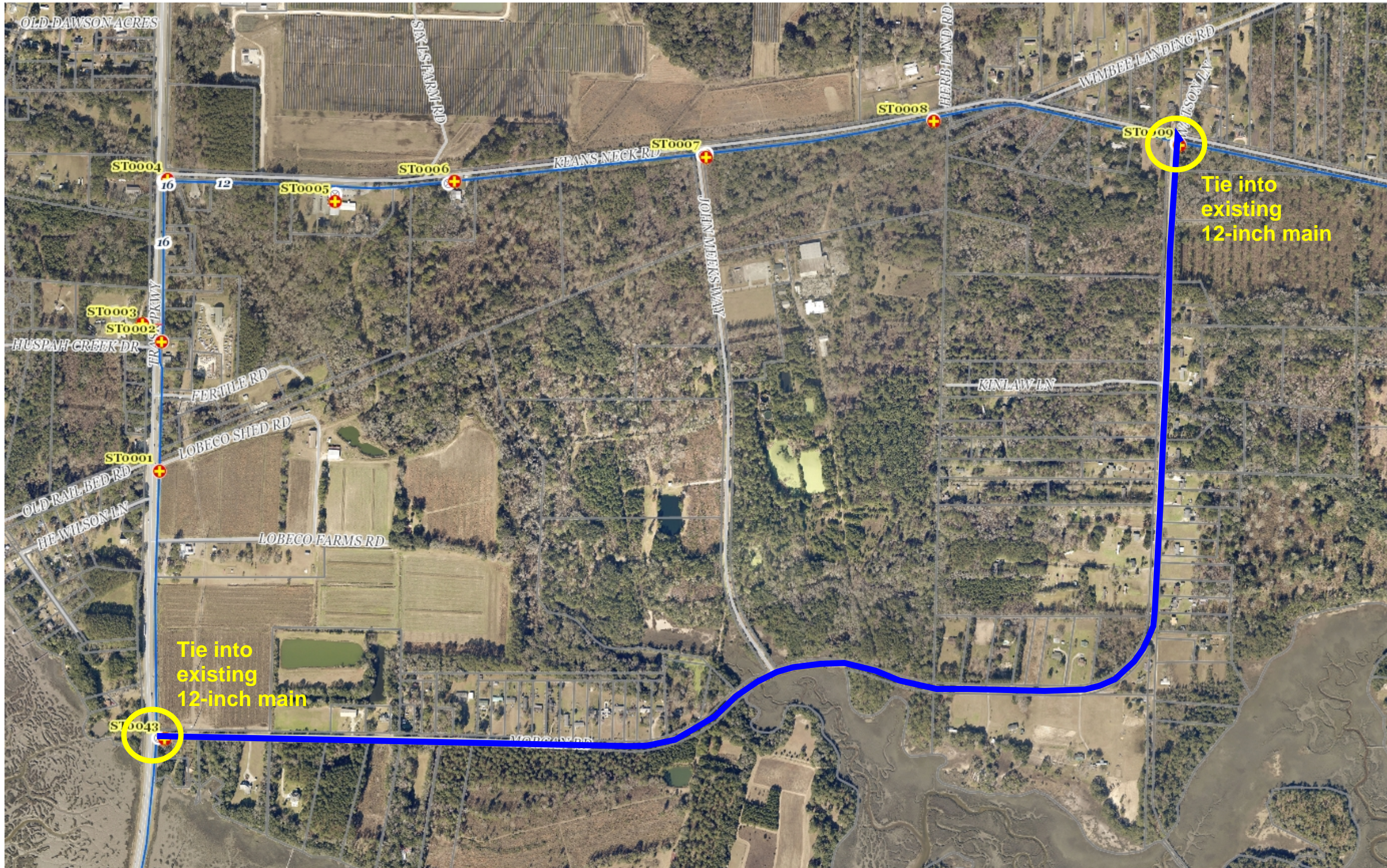


EXHIBIT 1

Dale Water Line Extension Alignment Corridor



Item 6.



1,333.3 0 666.67 1,333.3 Feet

NAD_1983_StatePlane_South_Carolina_FIPS_3900_Feet_Intl
 © Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

PRELIMINARY DRINKING WATER BUDGET
 DALE/MORGAN ROAD (LOBECO) WATER LINE
 February 28, 2024

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Measure</u>	<u>Unit Cost</u>	<u>Cost Extension</u>
1	Open-Cut Installation of 8" Waterline with fittings, restraints, testing, etc. complete	10,000	LF	\$ 60.00	\$ 600,000.00
2	HDD (Bore) Installation of 8" Waterline with fittings, restraints, testing, etc. complete	800	LF	\$ 250.00	\$ 200,000.00
3	Install 8" In-Line Valves	11	EA	\$ 7,500.00	\$ 82,500.00
4	Install Fire Hydrants with Isolation Valves	11	EA	\$ 25,000.00	\$ 275,000.00
5	Install Service Laterals & Meter Pits (Drilled under road when needed)*	75	EA	\$ 3,000.00	\$ 225,000.00
6	Connect New WL to Existing WL (Tapping Sleeve & Valve)	2	EA	\$ 11,000.00	\$ 22,000.00
7	Clearing & Grubbing	10,000	LF	\$ 5.00	\$ 50,000.00
8	Remove unsuitable material, dispose offsite, replace with crushed stone or site fill material	400	CY	\$ 125.00	\$ 50,000.00
9	Engineered Backfill/Compacted Subgrade	500	CY	\$ 75.00	\$ 37,500.00
10	Undistributed surface restoration (Asphalt, Concrete, signs, landscape, mailboxes, etc.)	1	LS	\$ 150,000.00	\$ 150,000.00
11	Private Property Restoration/Repair (Landscape and Driveways)** (Worst case assumed)	45	EA	\$ 10,000.00	\$ 450,000.00
Construction Subtotal					\$ 2,142,000.00
A	General Conditions, Mobilization/Demobilization, Bonds, Insurance, etc (10%)	1	LS	\$ 214,200.00	\$ 214,200.00
B	Construction Contingency (20%)	1	LS	\$ 428,400.00	\$ 428,400.00
C	Professional Fees				
C1	Survey	1	LS	\$ 75,000.00	\$ 75,000.00
C2	Geotech	1	LS	\$ 25,000.00	\$ 25,000.00
C3	Wetland Delineation	1	LS	\$ 15,000.00	\$ 15,000.00
C4	Tree Protection Plan	1	LS	\$ 10,000.00	\$ 10,000.00
C5	Appraisals	1	LS	\$ 50,000.00	\$ 50,000.00
C6	Title Opinions	1	LS	\$ 50,000.00	\$ 50,000.00
C7	Engineering Design & Permitting Services (10%)	1	LS	\$ 214,200.00	\$ 214,200.00
C8	Bid Documents	1	LS	\$ 20,000.00	\$ 20,000.00
C9	Easement Acquisition Professional Services	1	LS	\$ 150,000.00	\$ 150,000.00
C10	Other (TBD) Professional Services (Attorney, Outreach, Marketing, etc.)	1	LS	\$ 50,000.00	\$ 50,000.00
D	Easement Acquisition Purchase Budget for Mainline Easements (Estimated for 45 parcels)**	45	EA	\$ 5,000.00	\$ 225,000.00
Preliminary Cost Estimate					\$ 3,668,800.00

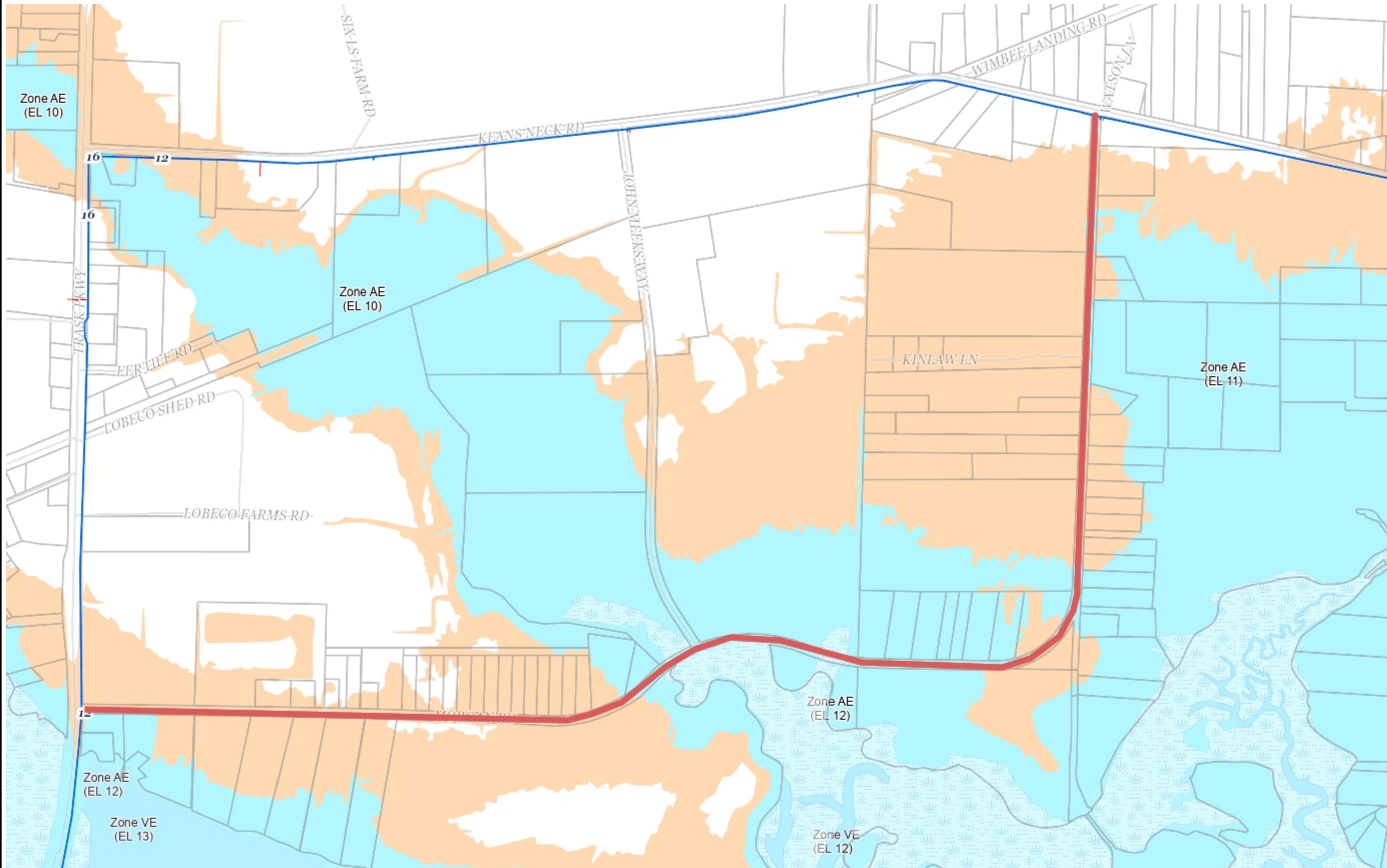
Notes:

- * 75 total parcels assumed for this cost estimate. 30 parcels along the south & east side of the road and 44 parcels along the north & west side of the road.
- ** 45 parcels assumed for easements and property impacts if WM is installed on the north & west side of the road (fewer impacts if installed on the south & east side of the road).



EXHIBIT 2

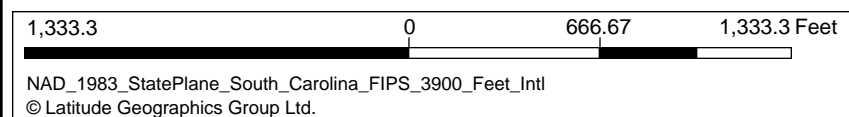
Wetlands and Flood Hazard Areas Within Alignment Corridor



Legend

- Wetlands
- Waterway
- Flood Hazard Zones**
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway

1: 8,000



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

A Red X denotes the asset is abandoned. This map was automatically generated using Geocortex Essentials.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Resolution to Accept Grant funds in support of Project WARD.
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – March 18, 2024
PRESENTER INFORMATION:
Hank Amundson – Special Assistant to the County Administrator <i>5 minutes</i>
ITEM BACKGROUND:
This is a grant to an Economic Development Project, named Project WARD. <i>It is referred to us by the Beaufort County Economic Development Staff</i>
PROJECT / ITEM NARRATIVE:
<p>The Department of Agriculture is granting \$500,000 to an economic development project for the use in rebuilding their commercial docks and seafood processing facility. The company’s investment is \$3,865,500 and they have committed to create 20 new jobs.</p> <p>The County must be the recipient and sub-granting entity that agrees to monitor the Company’s compliance and performance, and then disburses the grant as a reimbursement when proof of expenditure is obtained.</p> <p>There are multiple forms that the Development Corporation staff will assist in providing in order to assist the County in their oversight responsibility. The payment verification and compliance reports are the main components of their assistance.</p> <p>The County has done this multiple times in the past year to support Economic Development. This award is larger than previous awards.</p>
FISCAL IMPACT:
No Fiscal Impact
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the approval of this resolution to receive and disburse these grant funds after oversight has been undertaken and approved by the Department of Agriculture.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny “Resolution to Accept, oversee, and sub-grant for Project WARD” Move forward to Council Meeting on March 25, 2024

RESOLUTION NO. 2024 /**A RESOLUTION TO ACCEPT A GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$500,000 FOR THE REPAIR AND CONSTRUCTION OF A COMMERCIAL DOCK AND UPGRADING OF EXISTING PROCESSING AND GRADING BUILDINGS (PROJECT WARD).**

WHEREAS, The South Carolina Department of Agriculture created the Agribusiness Infrastructure Incentives Distribution Initiative to distribute grants to induce new and expanding agribusiness infrastructure projects to counties in South Carolina that are rated a Tier III or Tier IV, as determined annually by the South Carolina Department of Revenue; and

WHEREAS, The South Carolina Department of Agriculture formed the Agribusiness Infrastructure Panel (the “Panel”) to manage and operate the Agribusiness Initiative; and

WHEREAS, The South Carolina Department of Agriculture, upon recommendation by the Panel, has approved the provision of a grant pursuant to the Agribusiness Initiative (the “Grant”) for the benefit of Gay Fish Company to rebuild a commercial dock and seafood processing facility (Project Ward), in the County; and

WHEREAS, The South Carolina Department of Agriculture has awarded a total grant of up to \$500,000 for the combined projects of Project Ward, in which Three Hundred Thousand Dollars (\$300,000.00) of the Grant Award must be used exclusively for the repair and reconstruction of the dock and remaining funds, not to exceed Two Hundred Thousand Dollars (\$200,000.00), may be used for the upgrading of existing processing and grading buildings; and

WHEREAS, these projects reflect a commitment by Gay Fishing Company to invest not less than \$3,865,500 and create 20 new jobs in Beaufort County, and

WHEREAS, the \$500,000 grant is a reimbursement grant from South Carolina Department of Agriculture to the company for dock and processing facility construction costs, and

WHEREAS, South Carolina Department of Agriculture grants are structured as ‘flow through’ grants with the County. This requires Gay Fish Company to submit the invoices for work completed to the County to submit to the South Carolina Department of Agriculture, after which upon approval the South Carolina Department of Agriculture will send the funds to the County and the County will disburse the grant funds to Gay Fish Company.

NOW, THEREFORE, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept a grant from the South Carolina Department of Agriculture in the amount of up to \$500,000 for Project Ward and to provide the required

oversight and grant management for the projects, and to execute the South Carolina Department of Agriculture Performance Agreement and the Grant Award Agreement.

Adopted this 25th day of March 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

This **Performance Agreement** (“Agreement”) is made to be effective the __ day of __, 2023 (the “Effective Date”), by and Beaufort County, a body politic and corporate and political subdivision of the State of South Carolina (the “Grantee” or “County”), Gay Fish Co. (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 primarily to repair and reconstruct a commercial dock. Three Hundred Thousand Dollars (\$300,000.00) of the Grant Award must be used exclusively for the repair and reconstruction of the dock. Secondly, remaining funds, not to exceed Two Hundred Thousand Dollars (\$200,000.00), may be used for the upgrading of existing processing and grading buildings. The site will operate as a commercial dock and seafood processing facility. 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 \$500,000 (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 July 2025 for reimbursement to the Company for eligible expenditures incurred and paid by the Company.
- 2.0 **Project Description.** The Company anticipates rebuilding a commercial dock and seafood processing facility (the "Project"), in the County. As of the Effective Date, the County is ranked a Tier I County by the South Carolina Department of Revenue and is, therefore, eligible for the Grant if the Tier III and IV requirement is waived as set forth in guidelines established for purposes of the Agribusiness Initiative.
- 3.0 **Project Start-Up.** The Project must have begun prior to, or within three months of, the Effective Date. If the Company has not begun the Project prior to, or within three months of, the Effective Date, the Department reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project reasonably satisfactory to the Department to indicate that the Project will be timely completed.
- 4.0 **Minimum Investment Requirement.** The Company agrees to make and maintain, or cause to be made and maintained by one or more Affiliates (as hereinafter defined), a capital investment of not less than \$3,865,500.00 (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) January 17, 2029 (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 20 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 (20 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 (\$3,865,500.00) (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 (20 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 (\$3,865,500.00) (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:

Gay Seafood Co.
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:

GAY SEAFOOD CO.

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 \$3,865,500.00

Minimum Job Requirement: 20 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 \$3,865,500.00

Minimum Job Requirement: 20 full-time

Inspection, Record Keeping and Reporting:

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

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

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

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

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number

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

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

GRANT AWARD AGREEMENT

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

Section 1: DEFINITIONS:

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

Section 2: PROJECT DESCRIPTION: Funds will be used for the to assist the Company primarily to repair and reconstruct a commercial dock. Secondly, remaining

funds may be used for the upgrading of existing processing and grading buildings. The site will operate as a commercial dock and seafood processing facility. The Grant Project has been approved by the Department and is included by reference as Project Ward.

Section 3: AWARD AMOUNT: The Department hereby commits an amount not to exceed Five-hundred Thousand and No/100 Dollars (\$500,000.00), to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Department.

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

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

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

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

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

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

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

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

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

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

Section 8: CONTRACTOR SELECTION:

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

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

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

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

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

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 23: PROJECT START-UP: The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within three months of the Date of Award of the Grant, the Department reserves the right to rescind the Grant, require the repayment of any Grant funds provided to

Grantee and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Department to indicate that the Project will be timely completed.

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

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

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

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

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

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

[Signatures on following page]

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

Date of Award

Hugh E. Weathers
Commissioner
South Carolina Department of Agriculture

ACCEPTANCE FOR THE GRANTEE

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

Date

Typed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council
Member, as appropriate

Signature of Elected City or County Council
Member, as appropriate

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

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO APPROVE AN AFFORDABLE HOUSING FEE SUBSIDY IN THE AMOUNT OF \$11,765 REQUESTED BY LOWCOUNTRY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF THREE AFFORDABLE RESIDENTIAL UNITS IN NORTHERN BEAUFORT COUNTY.
MEETING NAME AND DATE:
FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE; MARCH 18, 2024
PRESENTER INFORMATION:
CHARLES ATKINSON, ACA DEVELOPMENT SERVICES <i>10 MINUTES</i>
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
LOWCOUNTRY HABITAT FOR HUMANITY IS REQUESTING THAT COUNTY COUNCIL APPROVE AN IMPACT FEE SUBSIDY IN THE AMOUNT OF \$11,765 FOR FEES ASSOCIATED WITH THE CONSTRUCTION OF THREE AFFORDABLE RESIDENTIAL UNITS TO BE CONSTRUCTED IN NORTHERN BEAUFORT COUNTY. PROJECTS AND ASSOCIATED IMPACT FEES ARE AS FOLLOWS: PROJECT LOCATION R100-025-00A-0060-0000 – TRANSPORTATION FEE \$2,245; LIBRARY FEE \$321; PARKS FEE \$694; FIRE FEE \$872. PROJECT LOCATION R100-025-00A-0059-0000 – TRANSPORTATION FEE \$1,896; LIBRARY FEE \$273; PARKS FEE \$590; FIRE FEE \$742. PROJECT LOCATION R100-033-00A-0098-0000 – TRANSPORTATION FEE \$2,245; LIBRARY FEE \$321; PARKS FEE \$694; FIRE FEE \$872.
FISCAL IMPACT:
<i>IF APPROVED, ALL IMPACT FEES DUE FOR THESE PROJECTS (\$11,765) WILL BE PAID OUT OF BEAUFORT COUNTY'S AFFORDABLE HOUSING FUND PER ORDINANCE SECTION 82-33(B)(5).</i>
STAFF RECOMMENDATIONS TO COUNCIL:
STAFF RECOMMENDS APPROVAL OF THE RESOLUTION
OPTIONS FOR COUNCIL MOTION:
MOTION TO APPROVE/DENY A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO APPROVE AN AFFORDABLE HOUSING FEE SUBSIDY IN THE AMOUNT OF \$11,765 REQUESTED BY LOWCOUNTRY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF TWO AFFORDABLE RESIDENTIAL UNITS IN NORTHERN BEAUFORT COUNTY.

RESOLUTION NO. 2024 / __

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AFFORDABLE HOUSING IMPACT FEE SUBSIDY

WHEREAS, Beaufort County Code Sec. 82-33. Provides for the Imposition, Calculation and Collection of impact fees, and

WHEREAS, Section 82-33 makes a provision for the subsidy of impact fees for the construction of affordable housing that comply with certain AMI criteria, and

WHEREAS, Lowcountry Habitat for Humanity has constructed one residential unit and will construct two additional housing units which qualifies for an impact fee subsidies, and

WHEREAS, therefore, a request has been received for a 100% subsidy in impact fees due as calculated per Section 82-33, and

WHEREAS, the Transportation Fee to be subsidized will be \$6,386. The Library Fee to be subsidized will be \$915. The Parks and Recreation fee to be subsidized will be \$1,978. The Fire Fee to be subsidized will be \$2,486. This will require \$11,765 to be paid from the Beaufort County Affordable Housing Fund’s annual budget allocation as approved by County Council; and

NOW, THEREFORE, County Council hereby RESOLVES TO approve the subsidies as specified above and authorizes the County Administrator to undertake the fee allocations, and do all things necessary or helpful for implementing this directive.

IT IS SO ORDERED!

Adopted this ____ day of _____ 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



We build strength, stability, self-reliance, and shelter.

October 16, 2023

Mr. John Robinson
Interim County Administrator
PO Drawer 1228
Beaufort, South Carolina 29901

Dear Mr. Robinson:

Habitat for Humanity of the Lowcountry would like to apply for the County's funds that assist with impact fees for affordable housing. We would like to apply for this assistance on our construction sites in Beaufort: The properties coming up for permitting that I feel would qualify are below:

3002 Goodwin Street
3004 Hodges Drive

In addition, we have one already with a permit that we would like Council to consider:

3006 Walnut Street (paid impact fee of ~~\$4,885~~
#4,132)

All of the homebuyers for these homes have been selected into our program and have household incomes at or below 60% of Beaufort County's area median income. They will sign two mortgages with Habitat that represent the appraised value of the house. The first will be repaid and the second will decrease over time, as long as the homeowner pays the first and does not sell the home. If they sell or we foreclose, the balance of the second comes due.

Thank you for consideration of this request. Please let me know if you need additional information.

Sincerely,

Brenda Dooley
Chief Executive Officer

CC: Charles Atkinson, Assistant County Administrator

Main Office | 21 Brendan Lane, Bluffton, SC 29910
Mailing Address | PO Box 2747, Bluffton, SC 29910

843-522-3500
lowcountryhabitat.org



**INVOICE (INV-00033962)
FOR BEAUFORT COUNTY, SC**

Item 8.

BILLING CONTACT

LOWCOUNTRY HABITAT FOR HUMANITY
24 PROFESSIONAL VILLAGE CIRCLE ST
LADY'S ISLAND , SC 29907



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00033962	09/21/2023	10/21/2023	Paid In Full	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
BRES-006636-2023	Building Permit Fee (Residential)	\$753.00
	NB2300 - Road	\$2,245.00
	NB2600 - Library	\$321.00
	NB7318 - Fire	\$872.00
	NBPARS - Parks	\$694.00
3006 Walnut St Beaufort, SC 29906		SUBTOTAL
		\$4,885.00

2100 - 033 - 00A - 0098 - 0000

REMITTANCE INFORMATION

Checks payable to Beaufort County Treasurer and mail to:
Beaufort County Business Services
PO Drawer 1228
Beaufort SC 29901-1228
<https://beaufortcountysc-energovpub.tylerhost.net/Apps/SelfService>

TOTAL \$4,885.00

IF TOTAL = \$4,132



Beaufort County Inspection Department
 P.O. Drawer 1228
 Beaufort, SC 29901-1228
 OFFICE (843) 255-2065
 FAX (843) 255-9410
 Inspection Requests: (843) 255-2078

<i>Item 8.</i>
PERMIT NUMBER
BRES-006636-2023
Issue Date: 10/16/2023

Permit Type: Building Codes (Residential)

Property Number	Property Number	Flood Zone	Elevation
R100 033 00A 0098 0000	3006 WALNUT ST	AE	09

Owner Information	Applicant Information	Contractor Information
Owner: LOWCOUNTRY HABITAT FOR HUMANITY Address: 24 PROFESSIONAL VILLAGE CIRCLE ST LADY'S ISLAND, SC 29907 Phone: 843-522-3500	Applicant: LOWCOUNTRY HABITAT FOR HUMANITY Address: 24 PROFESSIONAL VILLAGE CIRCLE ST LADY'S ISLAND, SC 29907 Phone: 843-522-3500	Contractor: LOWCOUNTRY HABITAT FOR HUMANITY Address: 24 PROFESSIONAL VILLAGE CIRCLE ST LADY'S ISLAND, SC 29907 Phone: 843-522-3500 License Number: License Exp. Date:

Construction Type	Occupancy Type
V-B	R-3 1 & 2 Family Dwellings

Scope of Work
NEW SINGLE FAMILY

Valuation of Construction	Sewage Type	Project Type
\$201,600.00	Septic	New

Permit Details	
No. Bedrooms: 3 No. Bathrooms: 3.0 No. Units: 1 No. Stories: 1 Total SQ FT: 1,496	Central AC: Yes Type of Heating: Electric Elevator: No Heated SQ FT: 1,344

It is understood and agreed by the undersigned owner or agent that the approval of this permit does not constitute a privilege to violate the building code, zoning ordinance or other ordinances of the County of Beaufort and that any omission of or misrepresentation of fact either with or without intention of the undersigned, or any alteration or change from this permit without the approval of the building official shall constitute sufficient ground for the revocation of this permit. This does not authorize any encroachment upon county property.

Signature of Owner/Contractor

Date: 02/08/2024

ANY PERMIT ISSUED SHALL EXPIRE SIX (6) MONTHS AFTER WORK IS DISCONTINUED

TOTAL FEES:	\$4,885.00
--------------------	------------



COUNTY COUNCIL OF BEAUFORT COUNTY
BUILDING CODE DEPARTMENT

Multi Government Center · P.O Drawer 1228
Beaufort, SC 29901-1228

Phone: (843) 255-2065 Fax: (843) 255-9410

Web Site: www.bcgov.net

Impact FEE APPEAL FORM

DATE: 2/8/24 SUBJECT AMOUNT: \$ 4,729 USE of OCCUPANCEY: single family residence
SQ.FT.: 1,375 sf TRIP GENERATION COUNT: _____

FROM: LowCountry Habitat for Humanity
Name
616 Parris Island Gateway
Beaufort, SC 29906
Mailing Address

Section 82-36 of Beaufort County Ordinance 2006-24:

"(a) *Administrative Appeal.* The developer or fee payor may file an administrative appeal with the County Administrator. Such appeal shall be filed with the County Clerk within 30 days of fee payment on a form made available by the County. The County Administrator shall render a decision on the appeal within 90 days after the filing of the appeal.
(b) *Payment under Protest.* The developer or fee payor may pay a development impact fee under protest. Payment under protest does not preclude the developer or fee payor from filing an administrative appeal nor does it preclude receipt of a refund pursuant to Section 82-35, if applicable."

Owner's Reason for APPEAL (PROTEST) Affordable housing. I disagree with the impact fee value of the location because:

Habitat for Humanity strives to address the County's shortage of affordable housing.

All of the homebuyers for these homes have been selected into our program and have household incomes

at of below 60% of Beaufort County's area median income.

Please attach additional sheet if needed.

Legal Description for Subject area

Tax Parcel No. R100 025 00A 0060 0000

[Signature]
Signature of Owner or Agent

Alternate ID No. (Lot, Location,..Etc) 3002 Goodwin Street, Beaufort SC 29906

Chief Executive Office
Agents Relationship to Owner

Email: brendadooley@habitatthhi.org

843.681.5864 ext. 2002

Telephone Number(s)

Cc: County Administrator Office
Building Code Department
Traffic Engineering Office

Road - \$2,245

Library - \$321

Park - \$694

Fire - \$872



COUNTY COUNCIL OF BEAUFORT COUNTY
BUILDING CODE DEPARTMENT

Multi Government Center · P.O Drawer 1228
Beaufort, SC 29901-1228

Phone: (843) 255-2065 Fax: (843) 255-9410

Web Site: www.bcgov.net

Impact FEE APPEAL FORM

DATE: 2/8/24 SUBJECT AMOUNT: \$ 4,098 USE of OCCUPANCEY: single family residence
SQ.FT.: 1,274 sf TRIP GENERATION COUNT: _____

FROM: LowCountry Habitat for Humanity
Name
616 Parris Island Gateway
Beaufort, SC 29906
Mailing Address

Section 82-36 of Beaufort County Ordinance 2006-24:

"(a) *Administrative Appeal.* The developer or fee payor may file an administrative appeal with the County Administrator. Such appeal shall be filed with the County Clerk within 30 days of fee payment on a form made available by the County. The County Administrator shall render a decision on the appeal within 90 days after the filing of the appeal.
(b) *Payment under Protest.* The developer or fee payor may pay a development impact fee under protest. Payment under protest does not preclude the developer or fee payor from filing an administrative appeal nor does it preclude receipt of a refund pursuant to Section 82-35, if applicable."

Owner's Reason for APPEAL (PROTEST) Affordable housing. I disagree with the impact fee value of the location because:

Habitat for Humanity strives to address the County's shortage of affordable housing.
All of the homebuyers for these homes have been selected into our program and have household incomes
at of below 60% of Beaufort County's area median income.

Please attach additional sheet if needed.

Legal Description for Subject area

Tax Parcel No. R100 025 00A 0059 0000

Brenda Dooley
Signature of Owner or Agent

Alternate ID No. (Lot, Location,...Etc) 3004 Hodge Drive, Beaufort SC 29906

Email: brendadooley@habitathhi.org

Chief Executive Office
Agents Relationship to Owner
843.681.5864 ext. 2002
Telephone Number(s)

Cc: County Administrator Office
Building Code Department
Traffic Engineering Office

Road - \$1,896
Park - \$590

Library - \$273
Fire - \$742



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Fiscal Year 2025 Budget Presentations from Outside Agencies and Elected Officials
MEETING NAME AND DATE:
Finance Committee Meeting on March 18 at 3:00 pm
PRESENTER INFORMATION:
Valerie Althoff, Budget Manager One Hour and 30 minutes (1.5 hours)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
FY 25 Budget Presentations
FISCAL IMPACT:
<i>N/A until Budget Ordinance is approved</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Ask questions such as “How much did we fund you last year?” “Why is there an increase?” And please let them know that full funding is not promised, but they will be notified via email of their funding amount in late June.
OPTIONS FOR COUNCIL MOTION:
N/A

Beaufort-Jasper Water and Sewer Authority

RECOMMEND APPROVAL TO THE GOVERNORS OFFICE FOR APPOINTMENT TO THE BEAUFORT-JASPER WATER AND SEWER AUTHORITY FOR A SIX-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2023.30

TERM TO BE SERVED: 1ST - VOTE NEEDED: 10/11 (only one seat is Vacant)

1. CARL KILPATRICK
2. ROGER BRIGHT
3. THOMAS MIKE SR
4. ROLAND GARDNER

All resumes are attached.

CARL KILPATRICK

Carl G Kilpatrick
 ckilpatrick@banklowcountry.com
 457 Paige Point Bluff
 Seabrook, SC 29940

Professional Summary

Results oriented Executive with over 30 years of banking experience. Proven track record of exceeding market growth goals by implementing successful sales strategies and building strong client relationships. Excellent presentation and public speaking skills. Seeking a meaningful board position that affords me the opportunity to use my professional skills to make a positive impact on my community.

Education

Graduate School of Banking – LSU	Baton Rouge, LA
Graduate Degree in Banking	June 2004
Winthrop University	Rock Hill, SC
Master’s Degree in Business Administration (MBA)	May 1993
Lander University	Greenwood, SC
Bachelor of Science in Business Administration	December 1990

Banking Experience

Bank of the Lowcountry - Chief Banking Officer 2022 - Present

- Responsible for managing all lines of business, while maintain focus on soundness, profitability and growth, in that order
- Manage all initiatives geared toward improving the customer experience
- Ensure adherence to all bank policy and regulatory compliance
- Responsible for bank-wide leadership development

South State Market President – Beaufort & Jasper County 2018 - 2022

- Consistently Promote and Expand all major lines of business: Commercial Lending, Mortgage Lending, Retail Banking and Wealth Management
- Manage all aspects of Commercial Lending and Business Banking to drive balance sheet growth, Growing commercial loan portfolio from \$50 Million to \$100 Million
- Build and Implement a client-driven high performing sales culture
- Grew Core Deposits by 42% over 4 years. Market Share: Jasper-75% (1st), Beaufort-13% (3rd)

South State City Executive – Jasper County 2002 - 2018

- Developed and Implemented plans to grow market share and increase loan production
- Recruited, hired, and developed three highly skilled lenders that drive loan production
- Served on acquisition team, visiting and training key leaders of acquired banks
- Developed employee goals and incentives that drove profitability and improved customer service levels

First Union Vice President Consumer Credit Operations – Roanoke, VA

1994 - 2002

- Managed loan documentation and collateral retention for consumer lending division
- Developed Service Level Agreements with all internal customers
- Coordinated loan operation integration plan for mergers and acquisitions
- Facilitated annual OCC Bank Examiner site visits to review consumer loan files

Summary of Skills

- Excellent presentation and public speaking skills
- Excellent interpersonal and communication skills
- Experienced in teaching new concepts to employees at all levels
- Proficient with Microsoft Office Suite
- Trained in high impact sales strategies
- Well versed in bank law, regulatory compliance and loan portfolio management

Current & Past Community Involvement

- Southern Carolina Regional Development Alliance – Board & Executive Committee Member
- United Way of the Lowcountry – Board Member
- TCL Business Advisory Team Member
- Coastal Carolina Hospital – Founding Board Member
- Good Neighbor Medical Clinic – Volunteer
- Beaufort Yacht & Sailing Club – Member
- St. John’s Lutheran Church – Member

ROGER BRIGHT

ROGER BRIGHT

Item 10.

P.O. BOX 1700

BLUFFTON, SOUTH CAROLINA 29910

rbright00@gmail.com

502-381-0918

OBJECTIVE

To utilize my 45 years of management/entrepreneurial/leadership experience and contribute to the profitable growth of an organization.

HIGHLIGHTS OF QUALIFICATIONS

Over 45 years practical, broad-based management experience, with a realistic understanding of market constraints and opportunities.

Proven track record of increasing responsibility of managing complex projects involving millions of investment dollars.

Conceptual talent for analyzing entire projects, developing strategies and setting goals and priorities to achieve end result.

Adept in applying market driven principles to successful business development.

Residential specialist having developed and built over 750 single family homes and 5000 multi-family units.

**BUSINESS DEVELOPMENT/MARKETING MANAGEMENT/OPERATIONS/
PERSONNEL/FINANCE/RISK MANAGEMENT**

CAREER HISTORY

2012-2017	ADC Paving	Consultant
1996-1999	Team One, LLC	CEO/Owner
1988-2017	AMCOT, LLC	President/Member
1983-1992	Creative Marketing Associates (CMA Realty)	Owner/Partner
1979-2007	Bright Properties, Inc	President/Owner
1978-1988	Bright Construction Co	CEO/Owner
1975-1982	Bright & Logsdon Developers	Pres/Partner /COO
1974-1988	Roger Bright Builders, Inc	President/Owner
1972-1974	Wes Logsdon Developers	VP/General Manager
1968-1972	C. Robert Peter Builders	Construction Supt
1967-1968	C. Robert Peter Builders	Laborer

Current

2017-2020	3 Year Tour of The United States in a Ford F350 Diesel Pick-Up and 42' 5 th Wheel. A wonderful experience.
2020-Present	Came out of retirement. Employed by Forino Company as Director of Business Development. General Oversight of Development, Commercial, and Multifamily Divisions alongside President John Smith.

CIVIC INVOLVEMENT

2015-2017	Mayoral appointment to Board Member of Louisville Affordable Housing Trust Fund (LAHTF)	Board Member
1992-1996	University of Louisville College of Business and Public Administration	Advisory Council/ Guest Instructor Chairman
1992-1995	Maryhurst Advisory Board	
1990-2005	Middletown Recreation Association (17 Teams}	Baseball Coach
1988-1990	The Bingham Fellows	Charter Class Member
1986-1987	Leadership Kentucky	Graduate
1986-1988	Leadership Louisville Alumni	Board Member
1985-1988	Focus Louisville	Vice Chairman
1985-1993	Leadership Louisville Foundation, Inc	Board Member
1981-1982	Leadership Louisville	Graduate
1979-1980	Home Builders Association of Louisville	President
1975-1985	Boys & Girls Club of Louisville	Board Member/Chm
1974-1981	National Association of Home Builders	National Director

1974-1980

Home Builders Association

of Louisville

Board Member

HONORS[ACHIEVEMENTS**1988**

The Entrepreneur of the Year

1985

Developer of the Year - City of Louisville

1983

Louisville Magazine - 40 Under 40

1980Nominated by then Governor John Y. Brown and then
Senator Wendall H. Ford for One of the Ten

Outstanding Young Men of America

1979

Builder of the Year - Home Builders Association

1979

One of the Five Outstanding Men of Kentucky

1979

One of the Three Outstanding Men of Louisville

1975-1979

Howard C. Reeves Award five consecutive years

for the most new memberships - awarded by the

Home Builders Association of Louisville

ROGER BRIGHT

Roger Bright's qualifications include over 45 years of practical, broad-based management experience with a realistic understanding of market constraints and opportunities.

He has an excellent track record of responsibility for managing complex commercial and residential projects involving millions of dollars of investment.

Roger has a conceptual talent for seeing "the big picture", pinpointing an organizational objective and setting goals and priorities that produce results. In addition, he is adept in applying market driven theory to successful business development.

Roger's business development skills have been finely tuned. As an entrepreneurial CEO, he has helped organizations consistently grow in sales, profits and acceptance by expanding and strengthening companies through product development, financial controls, mergers, affiliations, marketing and sales.

He has great strength in the area of developing valuable professional rapport with regulating agencies and setting standards for project development, marketplace acceptance advertising and promotion, sales and project delivery and consumer relations. Because of his vast experience in virtually every phase of construction and lease negotiations, he is extremely adept in the area of consulting and facilitating.

Bright's business concept is built upon the team concept. He believes strongly in surrounding himself with effective, capable staff. Making the best use of this team effort contributes substantially to savings in time and, thus, in money for all concerned. He believes in building a strong team of front-line managers with excellent esprit de corps, by implementing regular management meetings, on-going training and incentives.

Mr. Bright's financial skills have been proven through establishing initial financial plans and forecasts for several large projects. He has successfully developed financing from under \$1 million to over \$25 million through creative

financing packages, industrial revenue bonds, syndications, tax credits and a number of public/private partnerships.

Roger Bright prides himself on his abilities and stands firm on his reputation. Through hard work, honesty and integrity, he made his companies one of the area's leading developers.

As a youth in California, Roger Bright was headed for Major League baseball, playing shortstop with enough ability to be a professional athlete. However, in March of 1966, while on duty in Vietnam as a paratrooper/ranger with the 101st Airborne Division of the U.S. Army, Roger sustained serious leg wounds. He received the Army Commendation Medal with V for valor, the Combat Infantry Badge, the Purple Heart, Good Conduct Medal and several other campaign medals, but lost his goal and opportunity of becoming a professional athlete.

It was during this recuperative period of rebuilding paralyzed muscles in his legs that Roger determined he would rebuild his life. A staunch believer in the strength and power of the human spirit, Roger subscribes to the theory that a person who understands himself and dedicates himself wholly to achieving his goals will be successful.

Almost totally immobilized for nine months, Roger turned his attention to studying architectural design. Through tireless work and determination, he not only walked out of the hospital but walked into a new career in development and construction. Upon his Honorable discharge from the U.S. Army in 1967, he was hired as a laborer and ultimately a building superintendent for C. Robert Peter Builders. In 1972, he joined the Wes Logsdon Company becoming Vice President and General Manager in charge of operations.

In the mid-seventies, Roger established Roger Bright Builders. During the ensuing years, he built and sold more than 750 single-family homes in Jefferson and Oldham counties, a mark unmatched by any builder in the metropolitan area. Also, during that time he began work on the very first condominium development in Louisville - a concept the community was reluctant to accept in the beginning.

However, through quality construction, design and excellent marketing, Roger successfully built and sold his 200+ unit project, "Sycamore", making it the most

successful new housing market in the area. The Sycamore developments were followed in 1980 by a 30 unit development in Madisonville, Kentucky, and by Yorkwood of Plainview, a 120 unit condominium community that was cited nationally for its unique design and construction techniques.

Many in the housing industry credit Roger with single handedly changing the attitudes toward and acceptance of condominiums as a way of life. He has often been regarded as the father of the condominium concept in Louisville.

Having held every major office in the Home Builders Association of Louisville, he was, at age 33, the youngest person ever to be President of that Association (1980}. Active in his industry's trade organization above the local level, Roger has served on the Board of Directors at HBAL, Home Builders Association of Kentucky and the National Association of Home Builders. He received the Associations Howard C. Reeves Award for excellence in membership recruitment for an unprecedented five consecutive years, and in 1979 was chosen as "Builder of the Year", the industry's highest honor. In addition, he received the **NAHB** 200 Spike Club Award. As one of the industry's innovators, he was instrumental in establishing the Home Builders Remodeling Council and the Louisville Condominium Council.

Roger actively served with the Leadership Louisville Foundation Board and was a Board Member for seven years. He is also an alumni of the Leadership Louisville program for 1981-82 and a graduate of the 1987 Leadership Kentucky program. He was a member of the charter class of the Bingham Fellows 1988-90.

He was chosen by the Louisville Jaycees as one of the Three Outstanding Young Men of Louisville and by the Kentucky Jaycees as one of the Five Outstanding Young Men of Kentucky. He was also nominated by Governor John Y. Brown and Senator Wendall Ford as one of the 10 Outstanding Young Men in America. Roger's community oriented contributions are wide ranging. Most recently, Louisville Mayor Greg Fischer appointed Roger to the Board of the Louisville Affordable Housing Trust Fund (LAHTF} for a 3-year term that ended December 31, 2018.

Upon the sudden death of his wife of 36 years in 2012, Roger chose to remain close to his children (Angela/32 and Andrew/28} and help them re-build and re-

brand the family's 60 year-old, 2 generation asphalt business. Over the next five years, along with his son-in-law, Kevin Gray, they re-built the now 3rd generation ADC Paving from a \$450,000 a year volume of residential home driveways into a very successful and profitable \$5,000,000 full-service asphalt business.

Comments taken from his numerous letters of recognition and appreciation

"In my 21 years of experience in the housing industry, I have not witnessed anyone of Roger's age achieve such a high level of accomplishment. His business and professional success is envied by most members of the building and housing industry, many of which are more years his senior than they would care to admit. His commitment and involvement in the Home Builders Association has been second to none. He is truly a shining example for our industry."

John W. Robinson

Executive Director

Home Builders Association of Louisville

"From his heroism in Vietnam to his unparalleled success as a Developer/Builder and a leader in his community, Roger has not only brought pride to himself; he has also brought honor and distinction to this industry."

Merrill Butler

NAHB President, 1980

"Roger Bright has led the way in encouraging new construction and quality rehabilitation in the inner-city."

Bill Summers

Deputy Mayor

"Roger Bright's commitment to the community and his contributions to its improvement are superlative efforts that will serve as examples for future leaders to model."

Mitch McConnell

U.S. Senator - Kentucky

"I consider it a matter of personal privilege to work closely with such a creative, dynamic and clear-thinking individual. It has been most rewarding to find an individual so concerned about the condition of the city and who is also committed to using his own resources to see that the trends are turned. His personal knowledge of the problems and his willingness to deal with the issues will most assuredly benefit the city greatly over the next decade."

Sharon Wilbert

City of Louisville

"Roger is a man of deep sensitivity and compassion, not to mention generosity. Jubilee Housing, a program of low-income housing, came into existence with an anonymous, sizeable donation from Roger. On numerous occasions he has made significant unrevealed contributions to those less fortunate. I have requested and received his assistance in getting jobs for problem youth a number of times...he has taken a special interest in these individuals and given them advice and counsel."

Jim Daniel

Dare to Care

"Mr. Bright's active involvement in our Boys Club program illustrates his special concern for our youth and again places him in the special category of exceptional men and women who care enough to give of themselves for the betterment of the community."

Gordon Brown

Executive Director

Salvation Army Boys Club

"Roger Bright has made an outstanding contribution to his community and is a most successful businessman. I know that he possesses those attributes and exercises those characteristics which deserve recognition, and I know he is truly an outstanding man."

Wendell H. Ford

U.S. Senator - Kentucky

"Besides having served as President of the Home Builders Association of Louisville, Mr. Bright is extremely active in community-based activities. At the same time, he has worked very hard in both his public and private capacities to increase housing opportunities in this city. In particular, for persons who would not normally have the opportunity to own or rent housing. Roger Bright is a credit to his city and state and a credit to the spirit that motivates the nation and keeps it strong."

Harvey Sloane

Former Mayor, Louisville, KY

THOMAS MIKE SR.

Meticulous public works professional with an extensive career in ensuring that the construction of federal, state, and local government water and sewer systems conform to detailed contract specifications. Communicative team leader skilled at inspecting and monitoring the placement of water & sewer structures and working alongside engineers and construction teams to ensure high quality workmanship. Demonstrate subject matter expertise in codes, ordinances, regulations, contract specifications, recordkeeping, data reporting, and inspection techniques.

Technical Proficiencies: Microsoft Office Suite (Word, Excel, PowerPoint, Outlook)

Areas of Expertise

- | | | |
|------------------------------------|--------------------------------------|-------------------------------------|
| ✓ Municipal Water/Sewer Operations | ✓ Inspections and Evaluations | ✓ Project Coordination/Mgmt. |
| ✓ Electrical Troubleshooting | ✓ Regulatory Standards & Compliance | ✓ Waste Water Collection Systems |
| ✓ Hazard Communications | ✓ Strategic Planning/Problem Solving | ✓ Team Leadership/Direction |
| ✓ Quality Control and Assurance | ✓ SWPPP Inspections | ✓ Workplace Safety |
| ✓ Project Observations | ✓ Good Documentation Practices | ✓ Financial Oversight and Budgeting |

CAREER HIGHLIGHTS

- Provided oversight of a \$3.15M project focused on the consolidation of the Parris Island Marine Recruit Depot (MCRD) sewer to the Port Royal Island Water Reclamation Facility (PRIWRF); crated journal entries, recorded construction notes, processed pay requests and change orders.
- Inspected all utility installation, conflicts, removal, and coordinated and scheduled water outages with internal, commercial, and residential customers for a \$20M utility conflicts remediation project in Beaufort, South Carolina.
- Served as a SME to the Design Engineer Inspector (BP Barber & Associates), performing project observations, change orders, material delivery inspections, and communicating progress for the \$12.2M Jericho Island to PRIWRF project.

PROFESSIONAL EXPERIENCE

Beaufort Jasper Water & Sewer Authority · Okatie, SC

Construction Inspector, (09/2001 – 2021 / Retired)

Review and interpret construction plans and specifications for each project and offer relevant guidance within preconstruction meetings. Maintain and update construction notes and files such as paper and electronic data from geographic information system (GIS) database updates. Serve as a subject matter expert (SME) within preconstruction and final project walkthrough meetings; provide data-driven guidance and answers to inquiries. Evaluate work performed and material use by performing field inspections, focusing on quality of workmanship and materials used (approved submittals).

Selected Contributions:

- Monitored projects, ensuring strict compliance with plans, specifications, federal, state, and local standards.
- Conducted investigations and notated deficiencies and deviations from plans, escalating all serious problems and interpretation disagreements to the engineer of record.
- Worked alongside other company department to coordinate project activities.
- 2010 Employee of the Quarter and 2010 Employee of the Year.

Waste Water Collection System Operator, (02/1997 – 08/2001)

Operated and ensured the full functionality of the waste water collection system. Conducted routine maintenance on sewer pump stations, sewer air release valves, gravity lines and force mains.

Selected Contribution:

- Coordinated and executed inspection and repairs on manholes, located sewer lines, and evaluated new sewer taps and lift pump stations, ensuring compliance with quality standards.

Thomas A. Mike, Sr.

Okatie, SC | 843-812-9427 | DeaconMike19@yahoo.com | www.Linkedin.com/in/Thomas-Mike-Sr-00486651

Meter Reader, (09/1994 – 02/1997)

Utilized established processes to accurately read water meters and perform service repairs within assigned service areas.

Selected Contribution:

- Demonstrated subject matter expertise, resulting in a promotion to Water and Sewer Operator.

Crst Transport – Cedar Rapid IA

OTR Truck Driver (8/2022 Present)

EDUCATION AND CERTIFICATIONS

Associate of Science

University of South Carolina, Beaufort, SC

Electricity Studies

Beaufort Jasper Career Education Center, Ridgeland, SC

Water Treatment Plant Operator (SC-D)

Waste Water Treatment Plant Operator (SC-D)

Waste Water Collection System Operator (SC-A)

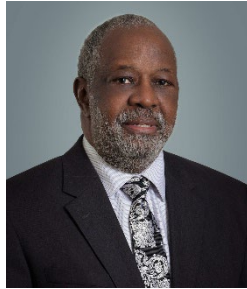
Commercial Driver's License (SC Class – A)

Storm Water Inspection (SWPPP – National Certification)

First Aid/CPR Certified

OSHA Trenching/Excavations & Competent Person (30 Hours)

ROLAND GARDNER



ROLAND J. "AL" GARDNER

A native of St. Helena Island, Roland J. Gardner, is quoted as saying, "What has been most gratifying and inspiring to me is to live and work in the Beaufort community where I was born and reared." No evaluation of the quality of life in this community would be complete without mention of his many contributions.

A 1965 graduate of St. Helena High, he accepted the keys as a first grader for the first "consolidation" school on St. Helena Island, SC and went on to Beaufort's Mather Junior College. During his time at St. Helena High, he was Captain of the basketball & football teams; as quarterback, he was chosen to play at All-State. He received his undergraduate degree (Cum Laude) from A and T State University in Greensboro, North Carolina. He earned the Master of Science degree from Howard University, did additional studies in Administration and Management at the University of North Carolina/Chapel Hill, the University of Alabama and the Executive Development Program at Harvard University.

For more than forty – one years, Mr. Gardner has served as the Chief Executive Officer of Beaufort-Jasper-Hampton Comprehensive Health Services, Inc. which provides quality, accessible health services to more than seventeen thousand patients in three rural counties.

The excellence of his leadership has been recognized nationally and locally. He has served as Board Chair and President of the National Association of Community Health Centers (NACHC), which serves over twenty-eight million patients at 1200 sites throughout the country and currently South Carolina Primary Health Care Association (SCPHCA), respectfully. He currently serves as Secretary of Community Health Centers/Community Health Advocates (CHAV), a nationally endorsed business development entity for NACHC based in Washington, D. C. A proud member of the Omega Psi Phi fraternity, Mr. Gardner received the XI Gamma Lambda Chapter of Alpha Phi Alpha Fraternity, Incorporated's Distinguished Service Award on January 19, 2013. His many awards and appointments also include the Margaret J. Weston Award, October 2013, the Visionary Award presented by the SCPHCA, October 2011, for extraordinary leadership, commitment, and dedication to the vision and mission of community health centers; Penn Center 1862 Circle Induction, May 2011, for his outstanding contributions to the preservation of the rich legacy and history of the Gullah/Geechee culture and his efforts to protect and preserve this culture as a national treasure; the 2010 John Gilbert Award for outstanding excellence and leadership in community health from The National Association of Community Health Centers, the Martin Luther King, Jr. Humanitarian Award for Health Care, the 2004

“Individual Initiative Award” at the Governor’s Rural Summit, the Sea Island Rotary Club Vocational Excellence Award and induction into the National Grassroots Policy Hall of Fame of NACHC. He is also the recipient of the 2019 Lifetime Achievement in Migrant Health Award presented by NACHC.

Mr. Gardner has a distinguished history of volunteerism with national and local service organizations, including service as Honorary Chairman for the March of Dimes. His memberships include the South Carolina Rural Board, National Rural Health Association Minority Health Committee. He has served on numerous task forces and committees, giving generously of his time and talents to improve the quality of community life. The US Secretary of Health & Human Services, Louis Sullivan appointed Mr. Gardner to serve on the National Advisory Committee on Rural Health & Human Services in 1990. Mr. Sullivan also invited Mr. Gardner to accompany him to represent the United States of America at the “International Conference on Hypertension & Heart Disease in African-Americans” held in Nairobi, Kenya.

In November 2011, the US Secretary of Health and Human Services, Kathleen Sebelius, appointed Mr. Gardner to a four (4) year term on the National Advisory Committee on Rural Health and Human Services (NACRHHS). This 21-member citizens’ panel of nationally recognized rural health experts provides recommendations on rural issues to the Secretary of the Department of Health and Human Services. Mr. Gardner’s hard work and years of dedication yielded him to be the proud recipient of a number of awards. He is the recipient of the “2020 Lifetime Achievement Award” presented by The Foundation for Leadership Education. In 2021, he received the 2021 Riley Institute Leadership Award for Community Service. In the 2022, Mr. Gardner received the Sea Island Rotary Club “Ethics In Business” Award and was named the Paul Harris Fellow by the Rotary Foundation of Rotary International. He also received the Lifetime Achievement Award presented by NACHC. Effective May 30, 2022, retired after 41 years of CEO at Beaufort Jasper Hampton Comprehensive Health Services.

Mr. Gardner is married to Constance Smith Gardner. He is the father of two (2) daughters, La Chelle Gardner and Erin (Brandon) Davis; the proud grandfather of four (4).

Construction Adjustments and Appeals Board

RECOMMEND APPROVAL OF THE APPOINTMENT OF **MICHAEL MURPHY** TO THE BEAUFORT COUNTY CONSTRUCTION ADJUSTMENTS AND APPEALS BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2028.

- ❖ DISTRICT 4
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ OCCUPATION: PRES. & CHIEF STRATEGY OFFICER (INSURETEK, INC.)

RECOMMEND APPROVAL OF THE APPOINTMENT OF **STACEY CANADAY** TO THE BEAUFORT COUNTY CONSTRUCTION ADJUSTMENTS AND APPEALS BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2028.

- ❖ DISTRICT 4
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ OCCUPATION: ATTORNEY (TUPPER, GRIMSLEY, DEAN & CANADAY LLC)

Accommodations Tax (2% State) Board

RECOMMEND APPROVAL OF THE APPOINTMENT OF **MARIE GIBBS** TO THE BEAUFORT COUNTY ACCOMMODATIONS TAX (2% STATE) BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2028.

- ❖ RECOMMENDED BY COUNCIL MEMBER GLOVER
- ❖ APPROVED BY DENISE CHRISTMAS, COUNCIL MEMBER LAWSON
- ❖ DISTRICT 3
- ❖ TERM TO BE SERVED: 1ST - VOTE NEEDED: 6/11
- ❖ OCCUPATION: MUSEUM COORDINATOR (PENN CENTER)

Zoning Board of Appeals

RECOMMEND APPROVAL OF THE REAPPOINTMENT OF **DENNIS NIELSEN** TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A THREE-YEAR TERM WITH THE EXPIRATION DATE OF APRIL 2027

- ❖ DISTRICT 8
- ❖ TERM TO BE SERVED: 2ND - VOTE NEEDED: 8/11

Beaufort-Jasper Water and Sewer Authority

RECOMMEND APPROVAL TO THE GOVENORS OFFICE FOR THE REAPPOINTMENT OF **ROBERT MCFEE** TO THE BEAUFORT-JASPER WATER AND SEWER AUTHORITY FOR A SIX-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2030.

- ❖ DISTRICT 2
- ❖ TERM TO BE SERVED: 2ND - VOTE NEEDED: 8/11