County Council Meeting Agenda

Monday, April 26, 2021 at 6:00 PM

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

Please be aware that there is limited seating available for the in-person meeting and attendees must wear a face covering and practice social distancing per Beaufort County Emergency Ordinance 2021-03

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION - COUNCIL MEMBER CUNNINGHAM

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

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES - February 8, 2021 and February 22, 2021.

6. ADMINISTRATOR'S REPORT

7. PROCLAMATION PRESENTED TO BEAUFORT COUNTY DETENTION CENTER- CORRECTIONAL OFFICERS WEEK - COUNCIL CHAIRMAN JOSEPH F. PASSIMENT

8. PRESENTATION BY BARBARA JOHNSON FROM LOWCOUNTY COUNCIL OF GOVERNMENTS ON THE ANNUAL CONSOLIDATED PLAN

9. US 278 INDEPENDENT REVIEW FINAL REPORT PRESENTATION – JARED FRALIX, ACA ENGINEERING

10. DISCUSSION AND PRESENTATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR 2020 BY EXTERNAL AUDITOR'S MAULDIN & JENKINS CPA'S AND ADVISORS.

CITIZEN COMMENTS

11. CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

MEETING LINK:

Meeting number (access code): 160 441 6738

Password: BC123

(**ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate**

County Council of Beaufort County

County Council Meeting

Chairman
Joseph F. Passiment, JR.

Vice Chairman
D. Paul Sommerville

Council Members
Logan Cunningham
Gerald Dawson
Brian E. Flewelling
York Glover, SR.
Chris Hervochon
Alice G. Howard
Mark Lawson
Lawrence P. McElynn
Stu Rodman

Interim County Administrator
Eric Greenway

Clerk to Council
Sarah W. Brock

Administration Building
Robert Smalls Complex
100 Ribaut Road

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

to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

COMMITTEE REPORTS

12. LIAISON AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

13. ACCEPTANCE OF THE FISCAL YEAR 2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT AND THE CORRECTIVE ACTION PLAN.

14. CONSIDERATION OF AUTHORIZATION TO PROCEED WITH DESIGN AND PERMITTING OF SC 170 IMPROVEMENTS BETWEEN 278 AND 462 ON AM EXPEDITED BASIS, NOT TO EXCEED $300,000.

15. APPROVE ENTERING INTO THE LAWSUIT AGAINST THE ONLINE SHORT-TERM RENTAL COMPANIES

16. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO USE $5 MILLION IN FUND BALANCE TO DEFEASE BONDS.

17. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO

    VOTE AT FIRST READING 8/3

18. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT

    VOTE AT FIRST READING: 8/3

19. SECOND READING OF AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, AND OTHER MATTERS RELATING THERETO

    VOTE AT FIRST READING: 7:3 (COUNCIL MEMBER DAWSON ABSENT)

20. SECOND READING OF AN ORDINANCE AS AMENDED AUTHORIZING THE EXECUTION AND DELIVERY OF A SSRC BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND PROJECT BURGER PROVIDING FOR A PAYMENT IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO

21. SECOND READING OF AN ORDINANCE AS AMENDED AUTHORIZING THE EXECUTION AND DELIVERY OF A SSRC BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND PROJECT GARDEN, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO

22. FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 2020/19 WHICH ESTABLISHED THE SOLID WASTE AND RECYCLING ENTERPRISE FUND

23. FIRST READING OF AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY, PORT ROYAL, AND THE CITY OF BEAUFORT REGARDING PROJECT BURGER, GARDEN, GLASS AND STONE.

24. MATTERS ARISING OUT OF EXECUTIVE SESSION

CITIZEN COMMENTS

25. CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

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Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

26. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Finance Committee

1. RESOLUTION FOR ACCEPTANCE OF A GRANT AWARD TO THE BEAUFORT COUNTY SHERIFF'S OFFICE.

Items Originating from the Public Facilities Committee

2. FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENTS #901550 & 901551 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY

3. RECOMMENDATION FOR ADDITIONAL WORK - BEAUFORT COUNTY ROAD RESURFACING YEAR 4 CONTRACT ($399,517)

4. RECOMMENDATION OF AWARD RFQ#040920E 2018 ONE CENT SALES TAX CONSTRUCTION ENGINEERING & INSPECTION SERVICES ($3,347,718.68)

5. RECOMMENDATION TO AWARD IFB#021121E EARTHWORK & SITE UTILITIES AT MYRTLE BUSINESS PARK COMMERCIAL DEVELOPMENT ($367,562)

6. INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND TOWN OF YEMASSEE FOR SPECIAL PROJECTS AND ASSOCIATED SERVICES

7. RFQ 100820 PARKS AND RECREATION MASTER PLAN CONSULTING SERVICES CONTRACT AWARD RECOMMENDATION

8. COMMERCIAL PROPERTY LEASE AGREEMENT UPDATE FOR STONEWORKS, LLC
(FISCAL IMPACT: MINOR AMOUNT OF FORGONE REVENUE, REVENUE THAT DOES NOT CURRENTLY EXIST)

9. RECOMMENDATION OF AWARD FOR IFB #031021 HVAC AND CONTROL ENERGY MANAGEMENT SYSTEM REPLACEMENT FOR THE DETENTION CENTER ($1,548,125.00)

10. LEASE AGREEMENT FOR THE LOBECO LIBRARY WITH THE BEAUFORT COUNTY SCHOOL DISTRICT. ($1 FOR THE TERM OF THE LEASE)

11. REAPPOINTMENT OF BRUCE KLINE FOR A 4TH TERM TO THE CONSTRUCTION ADJUSTMENT AND APPEALS BOARD WITH AN EXPIRATION DATE OF 2025.
1ST TERM- 2008
2ND TERM- 2011
3RD TERM- 2015

END OF CONSENT AGENDA

County Council Caucus Meeting Minutes

Monday, February 8, 2021 at 5:00 PM

This meeting was held in a hybrid setting.

1. CALL TO ORDER

Committee Chairman Passiment called the meeting to order at 5:00 PM.

PRESENT

Chairman Joseph F. Passiment
Vice Chairman D. Paul Sommerville
Council Member Gerald Dawson
Council Member Logan Cunningham
Council Member Brian Flewelling
Council Member York Glover
Council Member Stu Rodman
Council Member Chris Hervochon
Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance

3. FOIA

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

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Sommerville to approve the agenda. The motion was approved without objection.

5. AGENDA REVIEW

Chairman Passiment reviewed the following changes he would like to see on the Council agenda:

Remove item number 9;
Move item number 11 to item number 10; and move item number 10 to number 11 so that the state of emergency ordinance comes before the mask ordinance.

6. NEW BUSINESS

Chairman Passiment opened the floor for discussion regarding moving executive committee to another day.

https://beaufortcountysc.new.swagit.com/videos/112634

County Council of Beaufort County Caucus

Chairman
JOSEPH F. PASSIMENT, JR.

Vice Chairman
D. PAUL SOMMERVILLE

Council Members
LOGAN CUNNINGHAM
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
STU RODMAN

Interim County Administrator
ERIC GREENWAY

Clerk to Council
SARAH W. BROCK

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

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www.beaufortcountysc.gov

ADJOURNMENT

Meeting adjourned at 5:50PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

Ratified:

County Council of Beaufort County

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham
Gerald Dawson
Brian E. Flewelling
York Glover, SR.
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County Council Meeting Minutes

County Council of Beaufort County

Monday, February 08, 2021 at 6:00 PM

This meeting was held in a hybrid setting.

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 6:00 PM

PRESENT

Chairman Joseph F. Passiment
Vice Chairman D. Paul Sommerville
Council Member York Glover
Council Member Chris Hervochon
Council Member Stu Rodman
Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn
Council Member Gerald Dawson
Council Member Brian Flewelling
Council Member Logan Cunningham

2. PLEDGE OF ALLEGIANCE

Council Member Alice Howard led Council in the Pledge of Allegiance and gave the invocation.

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

Chairman Passiment stated public notice of this meeting had been published, posted, and distributed in compliance with the SC FOIA Act.

4. APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member McElynn, Seconded by Council Member Cunningham to move item number 11 to item number 10 and make item number 10 item number 11 and to remove item number 9 from the agenda. Motion approved without objection.

Main Motion: It was moved by Council Member McElynn, Seconded by Council Member Howard to approve the agenda as amended. Motion approved without objection.

5. ADMINISTRATOR'S REPORT

To see Interim County Administrator, Eric Greenway's report please click the link below.
https://beaufortcountysc.new.swagit.com/videos/112644

6. CITIZENS COMMENTS

There were no citizen comments

7. LIAISON AND COMMITTEE REPORTS

Council Member Alice Howard stated the following items were coming forward from the Natural Resources Committee for consideration for approval on the consent agenda:

- First reading of an ordinance regarding the amendment to article 7, section 7.3.30.e (appeals)
- Resolution to commission public works enforcement officers to enforce Beaufort county ordinance for Beaufort County
- A resolution authorizing the Interim County Administrator to execute the necessary documents and provide funding for the purchase of a conservation easement on real property known as tms# r300 011 000 0049 0000 and also known as Henry Farms North

Council Member Rodman stated the following items were coming forward from the Public Facilities Committee for consideration for approval on the consent agenda:

- First Reading of an ordinance authorizing the execution and delivery of utility easement #901094 encumbering property owned by Beaufort County
- First Reading of an ordinance authorizing the execution and delivery of utility easement #901093 encumbering property owned by Beaufort County.
- Third Reading of an ordinance authorizing the conveyance of r510 008 000 0370 0000 and r510 008 000 0160 0000 to the town of Hilton Head as part of the "summit drive realignment project"

Council Member Howard further stated the Library department still has quite a few vacancies but the good news to report is the library numbers keep rising as they have circulated 45,400 books and other documents since July and the library reported a door count of 13,930. Kudos to the library staff!

Council Member McElynn stated the Community Services committee heard an excellent presentation from the Animal Services division and that he believes this presentation is available on the website. The Community Services committee also received a report from the 14th Circuit Public Defenders office and the committee discussed Beaufort County's Community Development List and it will come before Council on March 1st.

Interim Administrator Greenway spoke in regards to Item Number 3 on the consent agenda and introduced the following individuals as the new Public Works Enforcement Officers:

- Danny Polk, Beaufort County Public Works Enforcement Officer;
- Amber Woods, Beaufort County Public Works Enforcement Officer;
- Jacob Bratz, Beaufort County Public Works Enforcement Officer;
- Katie Herrera, Beaufort County Public Works Enforcement Officer;
- Tanner Powell, Beaufort County Public Works Enforcement Officer;
- Bobby Anderson, Beaufort County Public Works Enforcement Officer.

8. CONSENT AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve the consent agenda. Motion approved without objection.

9. SECTION 30-4-70. (A) (2) DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL AGREEMENTS REGARDING ECONOMIC DEVELOPMENT.

Removed from agenda.

10. EMERGENCY ORDINANCE TO EXTEND THE STATE OF EMERGENCY IN BEAUFORT COUNTY (new number 10)

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve an ordinance extending the state of emergency in Beaufort County.

Discussion: Council Member Flewelling feels a State of emergency implies that there is a sense of urgency involved but this is not an emergency and will vote against it.

Council Member Cunningham read a prepared statement regarding the extension of the emergency ordinance.

To see the full discussion please click the link below.
https://beaufortcountysc.new.swagit.com/videos/112644

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Hervochon, Council Member Flewelling, and Council Member Cunningham. Motion Passes 8:3

11. EMERGENCY ORDINANCE REGARDING WEARING FACE COVERINGS (new number 11)
Motion: made by Council Member McElynn, Seconded by Council Member Dawson.

Discussion: Council Member McElynn read a prepared statement regarding the extension of the Mask Ordinance.

To see the full discussion please click the link below.
https://beaufortcountysc.new.swagit.com/videos/112644

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Hervochon, Council Member Flewelling, and Council Member Cunningham. Motion Passed 8:3.

12. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR REFUNDING BONDS
Motion: It was moved by Council Member Rodman, Seconded by Vice-Chairman Sommerville to approve second reading of an ordinance refunding bonds.

Chairman Passiment opened the floor for a public hearing.
No one came forward.
The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Motion Passed 11:0.

13. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR 2021 AWARDS FOR STATE ACCOMMODATION TAX

Motion: It was moved by Vice-Chairman Sommerville, Seconded by Council Member Howard to approve second reading of an ordinance for 2021 awards for state accommodation tax.

Chairman Passiment opened the floor for a public hearing.
No one came forward.
The public hearing was closed.

Discussion: Council Member Glover made comments regarding the lack of funding for Penn Center.

Motion to Amend: It was moved by Council Member Glover, Seconded by Council Member Flewelling to amend the item to include $25,000 for Penn Center.

Council Member McElynn requested that Council get some expedition handling of Penn Center's submission so that Council can make a fully informed decision regarding this matter before third reading.

Motion to Amend withdrawn.

The Vote on Main Motion - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Motion Passed 11:0.

14. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ENTER INTO A LEASE AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE OF FORT FREDERICK HERITAGE PRESERVE

Motion: It was moved by Council Member Howard, Seconded by Council Member Dawson to approve public hearing and third reading of an ordinance to enter into a lease agreement with the Town of Port Royal for maintenance of Fort Frederick Heritage Preserve.

Chairman Passiment opened the floor for a public hearing.

Kevin Philips, Town of Port Royal Council Member, stated his appreciation for their combined efforts and encouraged everyone to go see the park.

The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Motion Passed 11:0.

15. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE GRANTING AN EASEMENT ACROSS COUNTY PROPERTY AT THE DEVELOPMENT KNOWN AS WHITEHALL

Motion: It was moved by Council Member Glover, Seconded by Council Member Flewelling to approve public hearing and third reading of an ordinance granting an easement across county property at the development known as Whitehall.

Chairman Passiment opened the floor for a public hearing.
No one came forward.
The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham.

Motion Passed 11:0

16-24. CONSENT AGENDA/BOARDS AND COMMISSIONS

Motion: It was moved by Vice-Chairman Sommerville, Seconded by Council Member Cunningham to approve the consent agenda and all boards and commissions appointments and reappointments.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Motion Passed 11:0.

25. CITIZEN COMMENTS

Kate Schaefer, Beaufort County Open Land Trust, thanked Council for their work in protecting land and mentioned Henry Farms North.

26. ADJOURNMENT

Meeting Adjourned at 7:00PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph F. Passiment, Jr., Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

Ratified:

~ Proclamation ~

Whereas, in 1987 Congress passed, and President Ronald Reagan signed, Public Law 99-611, proclaiming the first week of May as "'National Correctional Officers Week"; and

Whereas, the operation of correctional and detention facilities represents a crucial component of our Criminal Justice System; and

Whereas, correctional officers play a vital role in protecting the rights of the public to be safeguarded from criminal activity; and

Whereas, correctional personnel are responsible for the safety and dignity of the human beings charged to their care; and

Whereas, correctional personnel work under demanding circumstances and face danger in their daily work lives, often sacrificing personal and family time to provide a necessary, but thankless, unrecognized, and behind the scenes service to the public; and

Whereas, the staff of the Beaufort County Detention Center has continually demonstrated their skill and professionalism in running one of the finest facilities in the State.

Now, therefore, be it resolved, that Beaufort County Council proclaims

May 2nd – May 8th National Correctional Officers Week.

Dated this 26th day of April 2021.

_____

Joseph Passiment, Chairman
Beaufort County Council

Public Notice Regarding
Public Hearing and Plan Availability for Review
Lowcountry Regional HOME Consortium Consolidated Plan

The Lowcountry Regional HOME Consortium invites citizens to comment on its draft Consolidated Plan. The draft plan will be available for review from April 1, 2021 *to* April 30, 2021, at the Lowcountry Council of Governments, 634 Campground Road, Yemassee, SC 29945 and at the County Government Offices in the following four locations:

1. Beaufort County Administrative Complex, 1100 Ribaut Road, Beaufort SC
2. Colleton County Government Offices, 31 Klein Street, Walterboro SC
3. Hampton County Government Offices, 200 Jackson Avenue East Hampton, SC 29924
4. Jasper County Government Offices, 358 Third Avenue, Ridgeland SC 29936

Copies of the Plan will be provided upon request. Comments may be submitted in writing to Michelle Knight, Community & Economic Development Director, Lowcountry COG, POB 98, Yemassee, SC 29945 or by email @ mknight@lowcountrycog.org . If there are any questions concerning the Plan, please contact Barbara A. Johnson, Affordable Housing Manager, (843) 473-3951 or bjohnson@lowcountrycog.org .

Public Hearings to review the Plan and receive additional comments will be at the following locations and times:

Date	***Time***	***Location***
April 27, 2021	6:30 pm	Colleton County Public Hearing will be held via ZOOM. Link to Join Zoom Meeting: https://us02web.zoom.us/j/88065581765?pwd=YnM1c2JXOHpzaW4vcnNHbEFIWDNSZz09 Meeting ID: 880 6558 1765 Passcode: 187483 Dial-In: (877) 853 5247 Meeting ID: 880 6558 1765 Passcode: 187483
April 27, 2021	6:00 pm	Hampton County Public Hearing will be held via ZOOM.
April 26, 2021	6:30 pm	Jasper County Public Hearing will be held virtually via ZOOM. The link to use is: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA
April 26, 2021	6:00 pm	Beaufort County Public Hearing will be held via ZOOM.
April 22, 2021	6:00 pm	Lowcountry Council of Governments Point South, SC (I-95 exit 33 at US Hwy. 17)

Beaufort County is the Lead Entity of the Lowcountry Regional HOME Consortium, and these public hearings and the matters to be discussed are subject to the provisions of the Beaufort County Citizen Participation Plan, developed in anticipation of participation in the Federal HUD HOME Program, which provides for the participation of the citizens of Beaufort, Colleton, Hampton and Jasper Counties in the planning and implementation of projects which will receive HUD HOME funds.

Beaufort County and its member local governments do not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission of, access to, or treatment in the employment in federally assisted programs or activities. Eric Greenway, Interim County Administrator, County Attorney, PO Drawer 1228, Beaufort, SC 29901, (843) 255-2055, has been designated to

coordinate compliance with the nondiscrimination requirements contained in the US Department of Housing and Urban Development's regulations.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
US 278 Independent Review Final Report Presentation
MEETING NAME AND DATE:
County Council – April 26, 2021
PRESENTER INFORMATION:
Phillip Hutcherson – HDR, Project Manager Jared Fralix – ACA – Engineering (10 mins)
ITEM BACKGROUND:
In October 2021, County Council recommended award to HDR Engineering, Inc. to complete an independent review of the ongoing SCDOT study and alternatives for US 278.
PROJECT / ITEM NARRATIVE:
Presentation of the independent review final report
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
For presentation only.
OPTIONS FOR COUNCIL MOTION:
For presentation only.

US 278 Independent Review

April 2021

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Appendix D. Level of Service (LOS) Explanations

Introduction

Purpose

The South Carolina Department of Transportation (SCDOT) is proposing to make improvements to the US 278 corridor between Bluffton and Hilton Head Island in Beaufort County, South Carolina. HDR Engineering Inc. of the Carolinas has been tasked to complete an independent review of the ongoing SCDOT study and alternatives for Beaufort County and the Town of Hilton Head Island. The purpose is to review and verify existing documentation, explore additional options, and make recommendations for additional study. In addition, the purpose was to help address specific questions which include:

#1A – Is the projected growth of 39% peak traffic in 25 years realistic?

#1B – Do the viable alternatives accommodate growth beyond the 2045 design year?

#2 – Are there SAFER alternative designs besides just adding signals and pavement?

#3 – Have all reasonable alternatives been considered and fully evaluated?

The findings are presented in this report to Beaufort County and Town of Hilton Head Island elected officials.

Coordination Efforts

During this Independent Review, there was continuous coordination between HDR, the Town of Hilton Head Island, Beaufort County, and the Oversight Committee. HDR coordinated with SCDOT via email to obtain initial as well as additional information as needed.

Oversight Committee

The Oversight Committee was comprised of five community-appointed members, one staff member from Beaufort County, one staff member from The Town of Hilton Head Island, and one alternate member:

- Mike Garrigan, Jenkins Island
- Curtis Driessen, Stoney Community
- Herbert Ford, Stoney Community
- David Johnson, Hilton Head Island
- Risa Prince, Hilton Head Island
- Scott Liggett, Town of Hilton Head Island*
- Jared Fralix, Beaufort County
- John Taylor, Alternate Member

*Replaced by Darrin Shoemaker, Town of Hilton Head Island

Meetings were conducted every other Tuesday via WebEx and broadcast on “The County Channel” for Beaufort County. There were five Committee meetings held on the dates below.

- January 19th, 2021
- February 2nd, 2021
- February 16th, 2021
- March 2nd, 2021
- March 16th, 2021

Meeting minutes with attendance can be found in **Appendix A**.

SCDOT

The first step in the review process was to request several files and documents from SCDOT and the Project Team including:

- Draft Environmental Assessment with Technical Supporting Documents
- August 2019 Technical Memorandum: Traffic Growth
- March 2020 Technical Memorandum: Phase I Traffic Report
- KMZ (Google Earth) files of Reasonable Alternatives
- KMZ (Google Earth) of Squire Pope / Spanish Wells Area alternatives
- Historical traffic counts
- Synchro files of reasonable alternatives, Jenkins Island alternatives and Squire Pope alternatives
- Draft Public Involvement Plan
- July 2020 Technical Memorandum: US 278-Reversible Lanes Analysis
- July 2020/Revised January 2021 Technical Memorandum: US 278-Alternative Intersection Analysis Along Jenkins Island

A supplementary resource for information was the US 278 Corridor Improvements website (scdot278corridor.com). The website included all stakeholder meeting presentations and public involvement materials.

In addition, an update was given to the Oversight Committee by Luana Sellers on the Stoney Community Coordination that had been completed to date by SCDOT. This included exhibits and the Community Mitigation Plan provided in **Appendix B**.

Items of Review and Analysis

Growth Rate/Future Traffic

The growth rate used by SCDOT along this corridor was a major question of the Oversight Committee. In response to Question 1A of the scope of services, HDR reviewed the August 2019 Traffic Growth Memo provided by SCDOT. Based on review, a 1.19% annual growth rate along US 278 was deemed acceptable for this stretch of roadway. The growth rate takes into consideration existing and proposed land use/socioeconomic data including population and

employment from the Lowcountry Regional Model (LRM). Based on actual traffic counts, the LRM was originally underpredicting traffic along the corridor. In many locations, 2017 Annual Average Daily Traffic (AADTs) already surpassed the LRM 2040 projected AADTs. Based on the 2010 LRM Traffic Model, the 2040 Average Daily Traffic (ADT) was anticipated to be 53,864 vehicles (veh)/day. However, in 2017 the actual observed traffic was 56,300 veh/day average for the year with a monthly high volume of 62,700 in the month of June. As a comparison of the volume of traffic, the 2018 AADT for I-95 in Jasper County was 57,000 veh/day.

This 2040 LRM AADT was reevaluated based on the high growth rate of Bluffton, the more limited growth rate of Hilton Head Island, and the beach parking on Hilton Head Island. Based on these modifications a 2040 volume of 65,621 was established as the future ADT, which resulted in the 1.19% annual growth rate.

Table 1. Average Daily Traffic (ADT) Comparison

2010 Observed ADT	2017 Observed ADT	2040 Adjusted Model ADT
49,600	56,300	65,621

The Oversight Committee members questioned if six-lanes (three lanes in each direction) along US 278 from the Moss Creek intersection to the Cross Island Parkway was necessary based on existing and future traffic and growth projections. Based on both existing and future traffic within the corridor, US 278 should include three lanes in each direction to meet the stated goals of the project. In the March 2020 Traffic Report, SCDOT noted that many segments of US 278 were already experiencing LOS E[1] in 2018 with LOS F in many locations in 2045. SCDOT and Hilton Head Island staff recommended a 2045 goal of LOS D for the design of corridor improvements.

HDR provided a study of 2045 volumes comparing four-lanes with two-phase signal intersection improvements to a six-lane concept with two-phase signal intersections. This analysis utilized SimTraffic software to simulate the traffic for each roadway concept to determine how the changes to the roadway and signal timings impact the congestion on the network. During the simulation, the analysis indicated that the traffic backs up beyond the limits of the model with the four-lane concept as some locations along the corridor do not have enough capacity to support the volumes anticipated. The six-lane concept was found to have potential queues at some points along the corridor, but all queueing was maintained within the model network. Screen captures from the model that show the queues for each concept can be found in **Appendix C**. These captures were taken at the same point in the model run to allow for a proper comparison.

Crash Data/ Safety

HDR reviewed the crash data provided by SCDOT in the March 2020 Phase I Traffic Report. This data included the raw data as well as heat maps of the crash locations along the corridor. There were 797 crashes along the corridor in the 5 ½ -year study period from January 2013 to June 2018. Based on a Highway Safety Manual model run by SCDOT the roadway is anticipated to experience approximately 45 crashes per year on this section of roadway and 31 crashes at

[1] Level of Service (LOS) is a standard mechanism to determine traffic conditions using a scale of A-F with LOS F being the most congested traffic conditions. Additional diagrams can be seen in **Appendix D**.

intersections. Based on the actual crashes recorded there were 44 crashes per year total, but 37 crashes per year at the intersections. The project currently has a similar percentage of severe crashes as the statewide average with 24% of the crashes having either an injury or fatality involved.

Two noticeable trends were apparent for this Project Area. First, angle crashes were considerable at key intersections, being 14% of all crashes, indicating need to reduce conflict points. The major intersections include Moss Creek Drive, Squire Pope Road, and Spanish Wells Road. Second, rear end crashes occurred frequently throughout the entire corridor, accounting for nearly 64% of crashes. This includes areas of limited intersections, such as on the bridges. These rear end crashes are an indication of congestion, indicating additional lanes are needed even in the current year.

In addition to vehicular safety, the Oversight Committee had concerns of pedestrian and bicycle safety, especially east of the bridges. With an addition of a proposed multiuse pathway on the bridges connecting Hilton Head Island with Bluffton, additional bicycle traffic is expected. Also, pedestrian traffic occurs in the Stoney Community as well as bicycle traffic on the existing pathway system at Spanish Wells Road. The group recommends SCDOT implement improvements at proposed cross walks to include median refuge islands, corridor lighting, and additional pavement markings/signing which is discussed further in the **Roadway Safety and Character Section** of this report.

The Oversight Committee discussed and indicated a concern about the current speed limit in this area of US 278 which varies significantly. Currently the existing speed limit is 45 mph west of the bridges (from Bluffton), 55 mph on the bridges, 50 mph on Jenkins Island, 45 mph east of Jenkins Island and along US 278 Business to the east of the project area. A continuous speed limit throughout this project area would make it simpler for drivers to navigate this area. With the addition of curb and gutter, bike paths and sidewalks along side US 278, HDR recommends a continuous 45 mph speed limit for the entire study area.

Reversible Lanes

As an alternative to widening to six-lanes, reversible lanes were analyzed. This option would potentially only widen one lane of traffic. A Reversible Lane Analysis Memo from July 2020 provided by SCDOT was reviewed. HDR and the Oversight Committee agree that reversible lanes are not recommended in areas where control of access cannot be obtained and turn lanes are necessary. Reversible lanes are typically used in areas with large peak directional differences and along long stretches of fully controlled access facilities. For a reversible lane to be installed and function correctly, significant additional signing and pavement markings, denoting specific vehicle instruction will need to be included and enforced.

In addition, the future 2045 traffic volumes indicate three lanes would still be necessary in each direction during peak hours.

Preliminary Alternatives and Matrix

As SCDOT began to study alternatives to meet the purpose and need of the project, 19 preliminary alternatives were studied. Alternatives included locations adjacent to the existing facility as well as locations that connect to different areas on the Island. These locations included different access points to Spanish Wells Road and the Cross Island Parkway. To analyze these alternatives, high level screening criteria was used including GIS mapping of environmental features, wetlands, critical areas, parcels, and neighborhoods. Other analyses included addressing the structural deficiency of the Mackay Creek Eastbound bridge as well as impacts to Pinckney Island Wildlife Refuge. HDR reviewed the SCDOT matrix and concur with the methodology used in selection of the least impactful alternatives that meet the purpose and need of the project, which is to address structural deficiencies at the existing eastbound Mackay Creek bridge and reduce congestion along US 278 from Moss Creek Drive to Spanish Wells Road.

Reasonable Alternatives and Matrix

Six Reasonable Alternatives were screened from the 19 preliminary alternatives, with three additional alternatives added (4A, 5A, 6A) for total of nine. These alternatives were evaluated on more involved criteria including: Level of service (LOS) along the corridor, wetland impacts, new right-of-way (ROW) necessary, both residential and commercial relocations, neighborhood impacts, cultural resource impacts, seismic design of new bridges, construction duration, and cost.

For this analysis all reasonable alternatives included similar intersection design east of the bridges.

Alternatives 5, 5A, 6, 6A tended to have 50% more wetland impacts, twice as much right-of-way acquisition, and twice as many relocations as Alternatives 1-4A. In addition, these alternatives were in the $300-$350M range, while Alternatives 1-4A are estimated in the $220-$260M construction cost range.

Additional New Location Alternatives

It was noted by the Committee that all the alternatives moved forward were primarily along the same US 278 corridor around Jenkins Island and the Stoney Community. By request of the Oversight Committee and in response to Questions 2 and 3 in the introduction of this report, HDR has evaluated two additional options to connect Hilton Head Island to other locations. These additional alternatives could reduce the need to continually make improvements to the existing US 278 Corridor due to growth and tourism demands in the Beaufort County area. As requested, HDR included a high-level cost estimate and description of issues that might arise under these two new location alternatives. These alternatives are shown in **Figure 1** and **Figure 2.**

NEW LOCATION ALTERNATIVE 1

This alternative generally mimics the Preliminary Alternative 6A-C from SCDOT's preliminary alternative analysis. A new bridge and interchange improvements would connect Bluffton Parkway with the existing Spanish Wells/Cross Island Parkway. The estimated cost of this four-lane bridge and interchange improvements is in the range of $450 to $550 million.

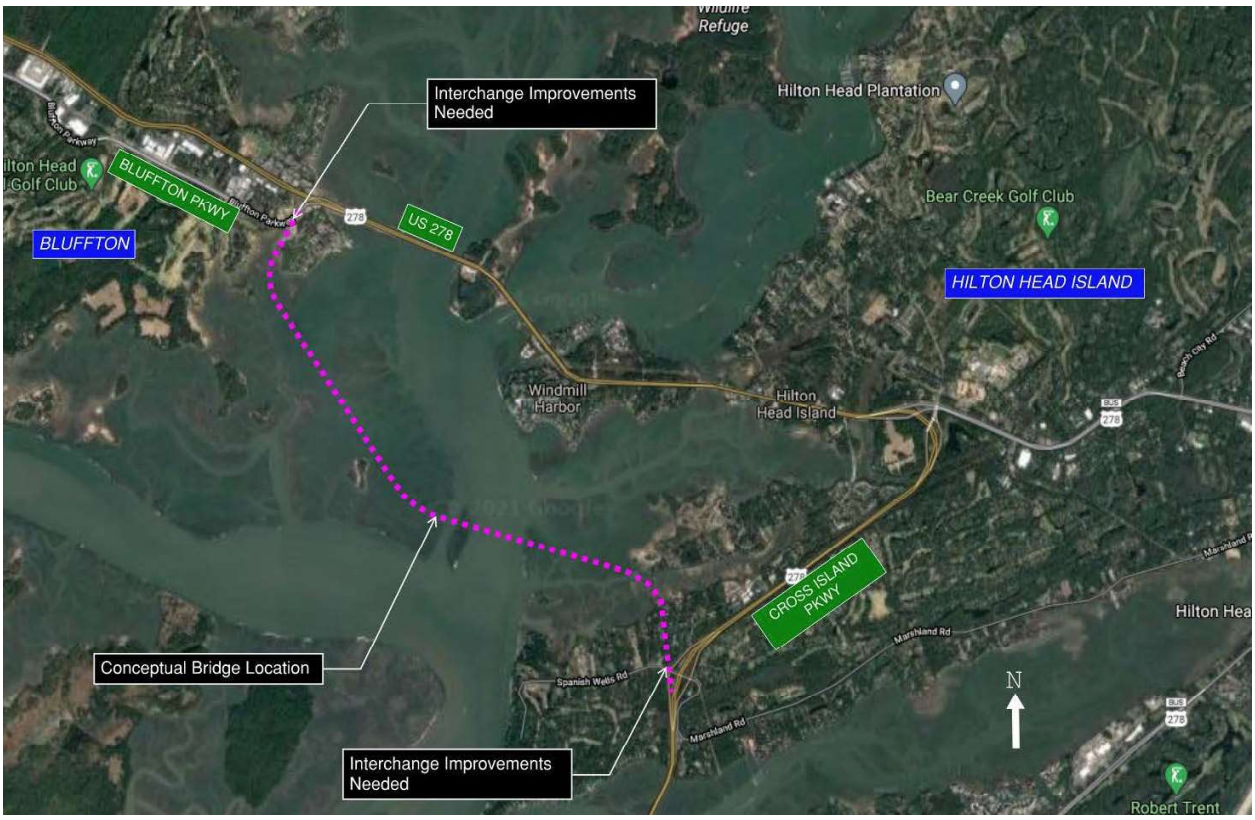


Figure 1. New Location Alternative to Spanish Wells

While providing another adjacent access onto Hilton Head Island from the Bluffton Parkway, this alternative would require extensive impacts to environmental, residential, commercial and community/cultural properties on both Fording Island (at the end of the Bluffton Parkway) and the Spanish Wells community as a result of the bridge construction and necessary interchange improvements that would be needed to connect the bridge to existing facilities. These impacts would likely include rights-of-way acquisitions, relocations, access modifications and considerable impacts to wetland, marsh and tidal areas that would require time-consuming and costly permitting and mitigation.

NEW LOCATION ALTERNATIVE 2

This alternative connects Beach City Road, in the Mitchellville area of Hilton Head Island, with St. Helena Island. This option bridges a deep channel in the Port Royal Sound. While this option connects southern Beaufort County with northern Beaufort County, the road would contribute to additional traffic in the City of Beaufort, which currently has high traffic congestion. To mitigate the additional traffic, improvements would be necessary to Lands End Road. The estimated cost of this project, including the bridge and road improvements on Lands End Road is in the range of $700 to $800 million. This type of project would need to be considered as a separate project as it is above and beyond the sales tax referendum description, as well as the State Infrastructure Bank (SIB) application description of improvements.

Alternative 2 provides a direct connection to Hilton Head Island from St. Helena Island, accessing other Beaufort County communities that are otherwise connected via a miles-long route across

Hilton Head Island, the Town of Bluffton and to SC 170 crossing the Broad River into Beaufort. This alternative would also likely have extensive impacts to local communities, Mitchellville at the western end of Beach City Road and Fort Fremont on the east side of St. Helena Island. Roadway improvements and possible mainline relocations of existing facilities may require rights-of-way acquisitions, relocations, and access modifications to residential, commercial, and community/cultural properties. This alternative would also impact pristine beach frontage and access in the Mitchellville area and potentially some areas on St. Helena Island. Costly and time-consuming permitting and mitigation would be required for impacts to wetlands, marshes, and waterways as a result of this alternative.

Figure 2. New Location Alternative to St. Helena Island

Reasonable Funding

$240 million dollars is currently set aside for engineering and construction of this project. This includes $40 million from SCDOT to replace the Eastbound Bridge over Mackay Creek, $80 million from a one cent local option sales tax passed by voters of Beaufort County in 2018, and $120 million from the State Infrastructure Bank. Beaufort County has been able to secure significant funding for this project, and could potentially secure additional funding, if necessary. With this ability to potentially acquire additional funding, HDR reviewed preliminary cost estimates of alternatives to verify that no alternatives were eliminated due to funding. Based on the cost estimate of the nine Reasonable Alternatives, shown in the Reasonable Alternatives section of this report, it does not appear that overall project cost was the limiting factor in SCDOT studying and evaluating the nine Reasonable Alternatives.

Intersection Concepts

With most of the reasonable alternatives utilizing the existing US 278 corridor east of the proposed bridges, SCDOT began to look in depth at intersection improvements and minimizing impacts. This process was a key question of the Oversight Committee. Some of the key factors determined by the Oversight Committee and for HDR in determining which intersection concepts to apply included:

- Impacts to the Traditional Cultural Property of the Stoney Community
- Heavy traffic volume on US 278
- Key intersections currently not meeting demand to justify signal control
- Bicycle and pedestrian accommodations with a new multiuse pathway
- Aesthetic feel of the Island
- Impact of toll removal on the Cross Island Parkway
- Local traffic patterns/connectivity

Between the bridges and the Cross Island Parkway are two distinct areas that can be studied independently regarding intersection concepts within the Reasonable Alternative corridors.

SCDOT Squire Pope/Spanish Wells Intersections and Matrix

Fourteen different intersection treatments were screened by SCDOT with four options moving into further evaluation. A matrix from the Fall 2020 Newsletter/Stakeholder meeting was provided that outlined these concepts.

SCDOT had limited information on concepts that allowed for free flow movement of US 278. Concepts include grade-separated interchanges at Spanish Wells and at Squire Pope. HDR sketched some of these options to show the high-level impacts that would be required with full control of access interchanges, reflected in **Figures 3** and **4**. Additional information, to include estimated cost and LOS, should be provided by SCDOT to further document the process of eliminating concepts.

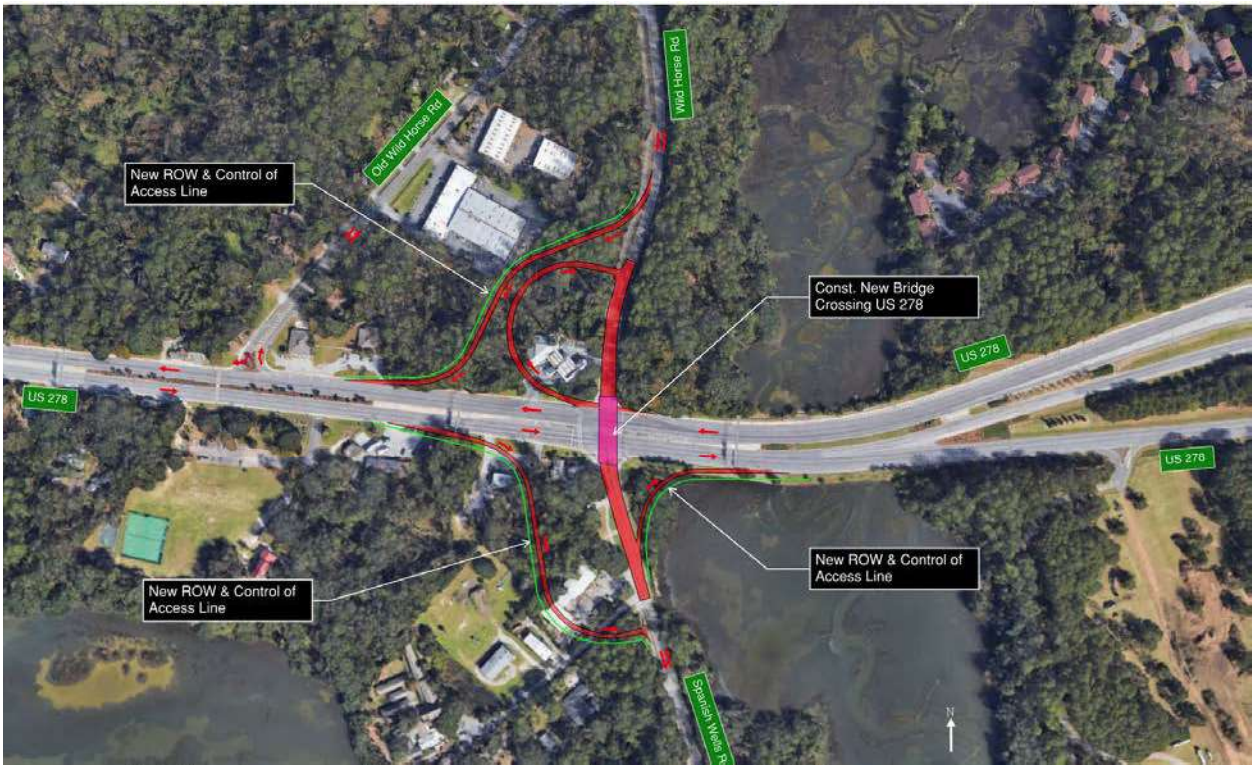


Figure 3. Impacts to Spanish Wells with Grade-Separated Interchange

Figure 4. Impacts to Stoney Community with a Flyover Ramp Interchange

HDR recommends limiting the number of signal phases to accommodate the highest percentage of vehicles, while still providing alternatives to turning movements that are not being allowed with

the new intersection alignment. Other alternatives were shown for consideration, that are discussed in this report.

Pedestrian and bicycle accommodations are important features as well as continued coordination with the local Stoney Community. During the environmental process the State Historic Preservation Office (SHPO) deemed the Stoney Community as a Traditional Cultural Property (TCP). A TCP is eligible for inclusion in the National Register for Historic Places (NRHP) due to its association with cultural practices or beliefs of a living community. Therefore, any planned improvements in the area will need detailed coordination with SHPO, the Stoney Community, and other stakeholders to devise a plan to consider whether the undertaking would adversely affect the qualities of the Community that make it eligible for the NRHP.

SCDOT Jenkins Island Intersections

SCDOT alternatives are derived from a frontage road concept, reducing conflict points, a superstreet concept, and limited ability to meet signal warrant criteria. These options are viable and are shown to handle the capacity of vehicles anticipated on US 278 as well as from the local neighborhoods. Due to the low volume of side street vehicles, a grade-separated interchange would not be cost effective and would produce a high level of impacts.

Based on the alternatives most likely to be finalized, a frontage road to the north of US 278 will be necessary to maintain traffic from Mariners Cove and Blue Heron Point Road. With this road being established during construction, HDR recommends retaining this road and extending it along Jenkins Island to the Gullah Cemetery on the east side of the Island. As a result of feedback from the Oversight Committee, the frontage road concept is well received by the local neighborhoods. Blue Heron Point Road accessibility as well as bicycle/pedestrian accommodations, specifically crossing US 278 need to be further evaluated. Due to the impact on traffic HDR would recommend utilizing a connection under the proposed bridge to access Mariners Cove as well as an access to Windmill Harbour.

Per traffic analysis files provided by SCDOT, it appears that an intersection with more than two-phases will have a volume to capacity ratio greater than one. This will cause queue lengths to back up at the traffic signal during high travel times. Because of the limited local traffic from the sideroads, limiting signals or eliminating signals is recommended.

HDR Studied Intersection Concepts

Based on the Oversight Committee input, HDR reviewed the operational analysis for five additional alternatives. These alternatives included:

- Reduced conflict intersections with two-phase signals
- Free flow along US 278
- Reduced conflict intersection with new connector
- Alternative north of the Stoney Community
- Four-Lane Alternative with intersection improvements

A description with pros and cons of each alternative is provided below:

REDUCED CONFLICT INTERSECTIONS WITH TWO-PHASE SIGNALS

This option includes limiting the number of phases at each signal to allow for the maximum amount of green time along US 278. By maximizing the thru-movement green time along US 278, the roadway will be able to better process traffic which limits overall delays and queues experienced along the corridor. During the time US 278 traffic is stopped, the goal is to efficiently utilize the limited time and space within the intersection to maximize the number of vehicles entering/exiting the side streets. The proposed concept below attempted to maintain as many movements at the intersections as possible by minimizing the number of vehicles being rerouted and maximizing the limited time US 278 through traffic is stopped. Additionally, this type of Reduced Conflict Intersection provides opportunities for pedestrian and bicyclists to safely cross US 278 at signalized locations.

Figure 5. Two-Phase Signal Alternative

FREE FLOW ALONG US 278

This option removes all signals from US 278 between the bridges and the Cross Island Parkway. This option will require major changes to the Gumtree Road intersection to include a U-turn from eastbound to westbound US 278, dual left turns onto Gumtree Road, as well as new, longer bridges on the Cross Island Parkway over US 278 Business to accommodate turn lanes on US 278 under the bridges. With these improvements, and considering additional traffic using the Cross Island Parkway, the Gumtree Road intersection will still operate as a near failing LOS as well as failing volume to capacity ratio in the 2045 design year. The new travel patterns could mean local traffic may go as far as two additional miles to traverse the same distance as today. At-grade pedestrian cross walks will not be available in this option.

Figure 6. Free Flow Movement Alternative Part 1

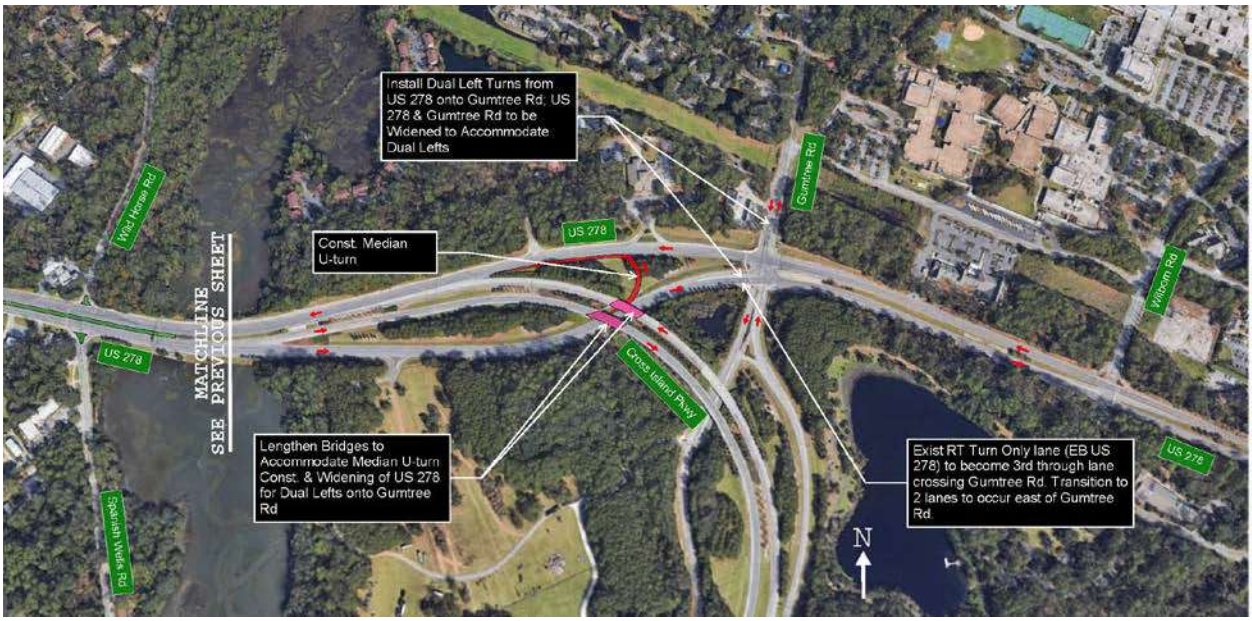


Figure 7. Free Flow Movement Alternative Part 2

REDUCED CONFLICT INTERSECTION WITH NEW CONNECTOR

This option considers the limited turning movements to/from Squire Pope Road. Except for the right turn from Squire Pope to US 278 and the left turn onto Squire Pope Road from US 278, this current intersection would not meet signal warrants. By transferring left turns to either Wild Horse Road or Old Wild Horse Road, this could eliminate the need for a traffic signal and help to move traffic through the US 278 corridor more efficiently. A new local road could be included to help traffic in the Stoney Community to access their homes and businesses; however, this new roadway could have impacts to properties in the Stoney Community. HDR recommends if this new roadway is deemed necessary by the local community and the Town, it be designed and constructed to local Town design standards to limit impacts. A roundabout at the intersection of the new road with Old Wild Horse Road will help control movements. The exact location and interaction with Wild Horse Road can be evaluated during detailed design. This option would need to include dual left turns from US 278 onto Wild Horse Road. The current traffic signal will result in the roadway functioning at LOS F with volume exceeding the capacity of the intersection and causing delays in the design year.

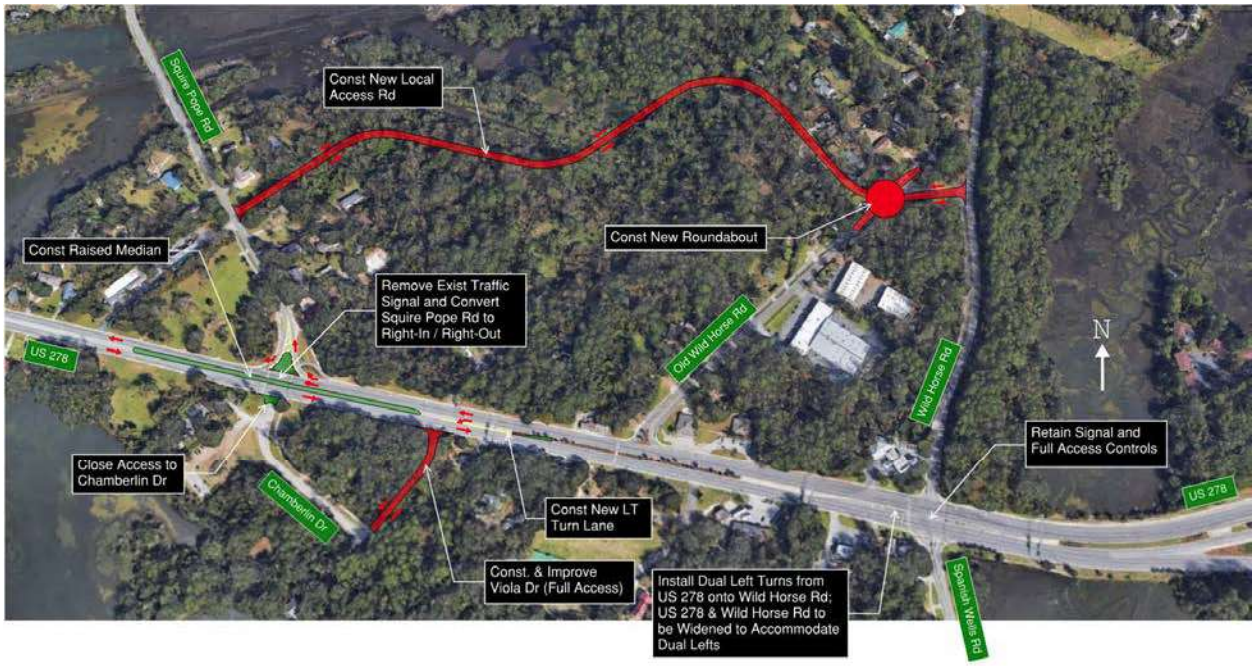


Figure 8. Reduced Conflict Alternative at Squire Pope with a New Connector

ALTERNATIVE NORTH OF THE STONEY COMMUNITY (ALTERNATIVES 5, 5A, 6, 6A)

These options were reviewed by SCDOT and confirmed by the Oversight Team. While these alternatives have merits and meet the projects Purpose and Need, the environmental impacts (wetlands) and residential and commercial relocations are expected to be much higher for these alternatives compared to other Reasonable Alternatives – making it difficult or unlikely to obtain federal approvals through the NEPA evaluation process.

FOUR-LANE ALTERNATIVE WITH INTERSECTION IMPROVEMENTS

As discussed in the **Growth Rate/Future Traffic Section** of the report, HDR provided a figure to the Oversight Committee comparing four-lanes with two-phase signal intersection improvements to a six-lane concept with two-phase signal intersections. It is shown that the traffic backs up beyond the project model with only four-lanes. This shows traffic will be delayed at traffic signals, for multiple cycles and that the four-lane alternative has severe congestion; therefore, it was previously eliminated by SCDOT.

Emergency Evacuation Accommodation

SCDOT and emergency management currently has in place a lane reversal plan between the Cross Island Parkway and Moss Creek in order to allow three lanes off of Hilton Head Island during emergency evacuations. With a new six-lane facility there is the potential for no lane reversal in this area as three lanes will already be in place leaving the Island. This would also aid in evacuation in the case that several lanes are not usable due to structural damage or other issue. Coordination with the South Carolina Emergency Management Division would need to be conducted to verify exact details of a new evacuation plan.

Roadway Safety and Character

HDR presented recommendations to the Oversight Committee to make a change in the corridor character around Squire Pope and Spanish Wells Roads in the Stoney Community. These recommendations would provide awareness to vehicle operators to the presence of a local neighborhood and the heightened potential for bicycles and pedestrians. These recommendations would apply to any of the Reasonable Alternatives if chosen as the Preferred Alternative. Potential improvements may include:

- Colored cross walks like those used by Hilton Head Island
- Landscaped medians with low landscaping
- Pathways with at least 8’ separation, typical of other locations on the Island
- Low level street lighting

Figure 9 is an example of improvements recently constructed on Hilton Head Island and include colored crosswalks, landscaped islands, and pathway buffers consistent with the character of Hilton Head Island.

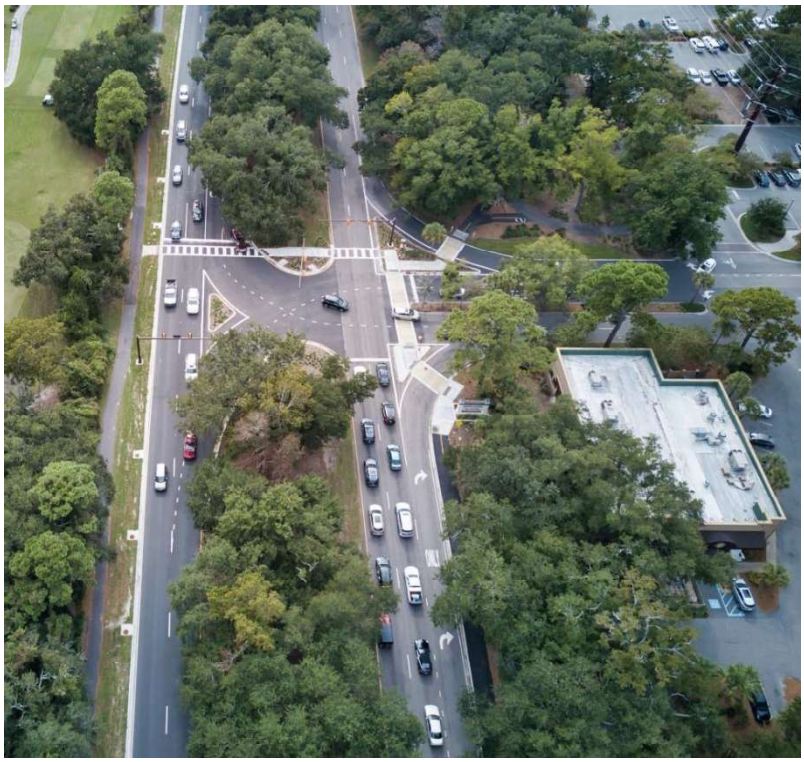


Figure 9. Colored Crosswalk and Landscaped Island Example

It is the expectation that a Landscape Architect contracted by the Town of Hilton Head Island to expand on these recommendations for mitigating impacts in the Stoney Community.

Recommendations for SCDOT Design Team

The following recommendations merit further consideration by the SCDOT design team.

Two-Phase Signals

Due to the high volumes along US 278, the major through movements would require around 90% of a signal's time to be green. Every additional phase added reduces the amount of available green time as a phase is required to have a set amount of green, yellow, and all-red time to safely operate. In general, the sum of all those safety requirements would necessitate each additional phase to take a minimum of 13 seconds per cycle where a cycle is the length of time it takes to fully serve all the movements at the intersection. For a corridor such as US 278, it could be anticipated that a 180 second cycle would be ideal to minimize delays for all movements. If 180 seconds were selected, this would require approximately 160 seconds be dedicated to US 278 and allow for approximately 20 seconds to be dedicated for any additional phases. If more than one additional phase were allowed at the intersection, the required minimum time would exceed the 20 second maximum threshold and impact the ability to successfully process vehicles along US 278.

Limit Conflict Points at Intersections

As shown in the crash data, angle crashes are a concern on this corridor. Limiting the number of conflict points will lessen the chance of crashes. HDR recommends alternative intersections, such as signalized U-turns, two-phase signals, and frontage roads that limit conflict points, especially along US 278. This will also decrease the number of phases needed in signals along the corridor.

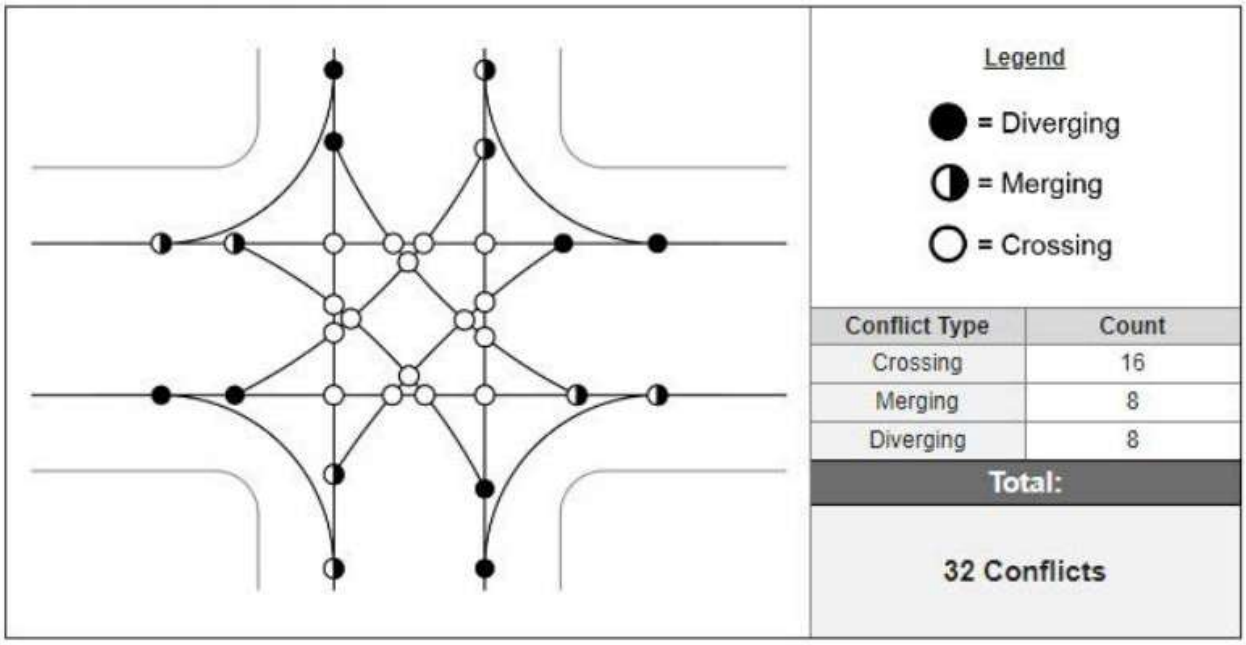


Figure 10. Conventional Intersection Conflict Points

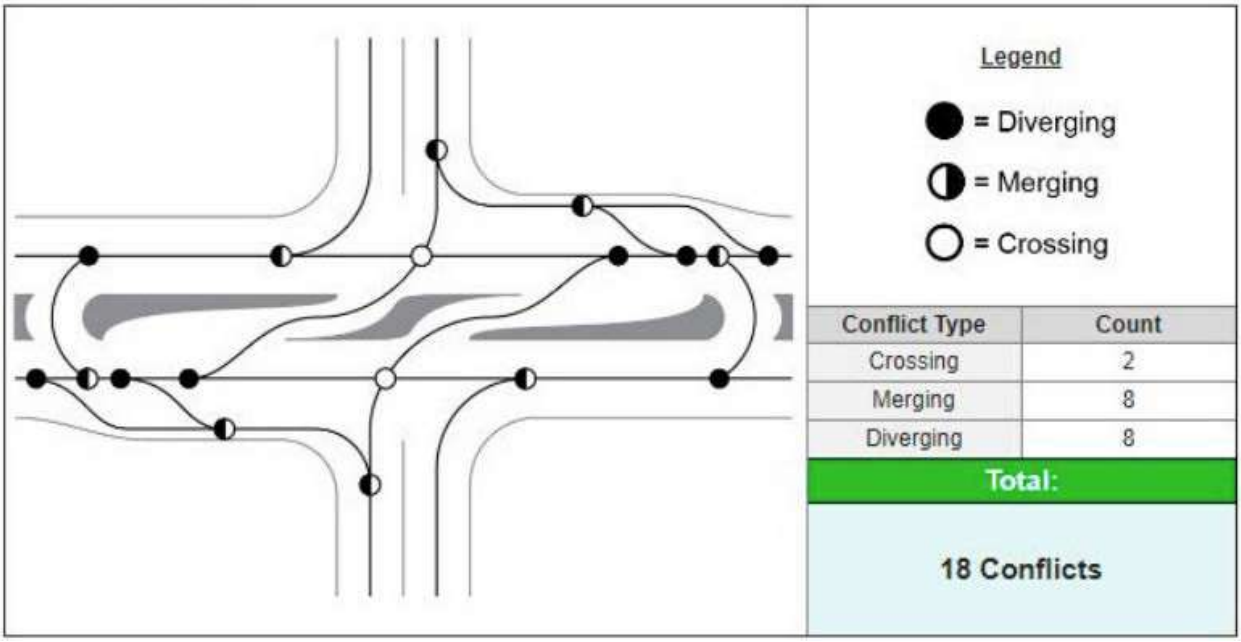


Figure 11. Reduced Conflict Intersection Conflict Points

Provide Cost and Level of Service with Travel Time

By recommendation of the Oversight Committee, HDR recommends SCDOT provide cost estimates for all the reasonable alternatives as well as intersection concepts. This will allow transparency to the public and allow more informed public comments during open comment sessions. Providing LOS for each intersection concept will allow more transparency on improvements that can be anticipated. The Oversight Committee recommends SCDOT perform a corridor arterial travel time analysis to determine the impact of time on the traveling public from Bluffton Parkway to the Cross Island Parkway.

Corridor Speed Limit

With the addition of curb and gutter, bike paths, and sidewalks along side US 278, HDR recommends a continuous 45 mph speed limit for the entire study area.

Bicycle and Pedestrian Safety and Connectivity

With the addition of a multiuse pathway from Bluffton to Hilton Head Island, bicycle and pedestrian volumes are anticipated to increase. HDR has included four safety and aesthetic recommendations in the Roadway Character section of the report. These include:

- Colored cross walks like those used by Hilton Head Island
- Landscaped medians with low landscaping
- Pathways with at least 8’ separation, typical of other locations on the Island
- Low level street lighting

Roadway Character East of Bridges

HDR recommends changes in landscaping, lighting, and pedestrian access in the Stoney Community. These recommendations will improve pedestrian access and aesthetics of the proposed improvements. It is the expectation that a Landscape Architect contracted by the Town of Hilton Head Island will expand more on these recommendations and will coordinate with HDR on potential improvements.

Additional Areas of Study for Potential Improvements

Due to improvements along the US 278 Corridor and changes in local traffic patterns, HDR recommends either SCDOT, the County, or the Town look independently, as a separate study, into several locations that may need improvement or could benefit the area with regards to safety and traffic flow. The following areas are proposed for additional study:

- Wild Horse Road/Gumtree Road Intersection Improvements
- Old Wild Horse Road/Wild Horse Road Intersection Improvements
- Parallel local roadway connecting Squire Pope and Wild Horse Road to the north of US 278
- Extending Chamberlin Road to Spanish Wells Road
- Lane configuration for westbound merge of US 278 and the Cross Island Parkway

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Discussion and presentation of the Comprehensive Annual Financial Report for 2020 by external auditor's Mauldin & Jenkins CPA's and Advisors.

MEETING NAME AND DATE:

County Council Meeting 04/26/2021

PRESENTER INFORMATION:

Whitney Richland Chief Financial Officer/ ACA and David Irwin Audit Partner Mauldin & Jenkins

30 Minutes

ITEM BACKGROUND:

Discussion and presentation of the 2020 Comprehensive Annual Financial Report and the Schedule of Findings and Questioned Costs along with the responses from Management.

PROJECT / ITEM NARRATIVE:

Discussion and presentation of the 2020 Comprehensive Annual Financial Report and the Schedule of Findings and Questioned Costs along with the Corrective Action Plan and responses from Management.

FISCAL IMPACT:

None

STAFF RECOMMENDATIONS TO COUNCIL:

Allow staff to make the recommendations needed to address the Findings and Questioned costs.

OPTIONS FOR COUNCIL MOTION:

N/A

Beaufort County Correction Action Plan
FY2020 Audit Findings

2020-01 General Accounting Matters

Criteria	Corrective Action	Person(s) Responsible	Completion Date
Untimely, incomplete and inaccurate financial & non-financial information required audit adjustments and delayed closure of the fiscal year as well as the audit.	The CFO and Finance Director will initiate month-end closing procedures as well as a year-end closing schedule with tasks assigned to specific roles. Additionally, County will invest time training current staff as well as recruit highly qualified staff to fill vacancies.	Whitney Richland, ACA/CFO Hayes Williams, Finance Director	Continuous but not later than October 31, 2021

2020-02 Bank Reconciliations

Criteria	Corrective Action	Person(s) Responsible	Completion Date
Untimely and inaccurate bank reconciliations.	A reconciliation accountant was created from an existing vacancy and was hired in April 2021 whose sole-responsibility is to perform reconciliations of cash and G/L accounts to ensure all balance sheet accounts, including cash, are reconciled timely and accurately each month.	Hayes Williams, Finance Director Nancy Berei, Staff Accountant	Continuous but not later than the 20th of each month

2020-03 Federal Drawdowns

Criteria	Corrective Action	Person(s) Responsible	Completion Date
Airport Improvement Program Grant expenditures were not submitted in a timely manner. Therefore, corresponding Federal Grant Revenues were not recorded or received in a timely manner.	Monthly meetings with the Airport Director and Staff began in February 2021. Communications have increased and staff is working together toward timely submissions. Tasks will be assigned to the appropriate staff and quarterly drawdowns will be completed.	Hayes Williams, Finance Director Shannon Milroy, Grants Accountant Marlene Myers, Airports Business Manager	Continuous but not later than the 20th following each quarter

2020-04 Federal Financial Reports (SF-425) Submission

Criteria	Corrective Action	Person(s) Responsible	Completion Date
Form SF-425 was not submitted during the period required.	Monthly meetings with the Airport Director and Staff began in February 2021. Communications have increased and staff is working together toward timely grant close-outs. Tasks will be assigned to the appropriate staff and the requisite forms will be completed.	Hayes Williams, Finance Director Shannon Milroy, Grants Accountant Marlene Myers, Airports Business Manager	Continuous but not later than July 31, 2021

County Council Chairman Date

County Council Administrator Date

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Acceptance of the Fiscal Year 2020 Comprehensive Annual Financial Report and the Corrective Action Plan.

MEETING NAME AND DATE:

Beaufort County Council Meeting 04/26/2021

PRESENTER INFORMATION:

Whitney Richland Assistant County Administrator/ Chief Financial Officer

5 Minutes

ITEM BACKGROUND:

The Fiscal Year 2020 Comprehensive Annual Report and the Corrective Action Plan were presented to the Finance Committee on 04/19/2021 and to the County Council tonight on 04/26/2021 by the External Auditors of Mauldin & Jenkins.

PROJECT / ITEM NARRATIVE:

The Fiscal Year 2020 Comprehensive Annual Report and the Corrective Action Plan were presented to the Finance Committee on 04/19/2021 and to the County Council tonight on 04/26/2021 by the External Auditors of Mauldin & Jenkins.

FISCAL IMPACT:

None

STAFF RECOMMENDATIONS TO COUNCIL:

Accept the Fiscal Year 2020 Comprehensive Annual Financial Report and Corrective Action Plan.

OPTIONS FOR COUNCIL MOTION:

Accept the Fiscal Year 2020 Comprehensive Annual Financial Report and Corrective Action Plan.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Discussion of the possible uses of fund balance from 2020.

MEETING NAME AND DATE:

Finance Committee 03/15/2021

PRESENTER INFORMATION:

Whitney Richland

20 Minutes

ITEM BACKGROUND:

As a result of the 2020 audit there is an addition to fund balance of approximately $11million. The Chief Financial Officer would like to discuss possible uses of the available fund balance.

PROJECT / ITEM NARRATIVE:

The bond refunding has been discussed with the Finance Committee, and County Council has approved the Ordinance with the third reading on 02/22/2021. The Chief Financial Officer would like to use approximately $5 million of the 2020 additional fund balance to refund one of the bonds previously discussed in the refunding. The cost savings over the life of the refunded bond would be approximately $5 million.

FISCAL IMPACT:

By using the additional fund balance in 2020 to refund one of the bonds, it would save Beaufort County an estimated $5 million in costs over the life of the bond.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends that the Finance Committee recommend that County Council use $5 million in fund balance to refund bonds.

OPTIONS FOR COUNCIL MOTION:

Finance Committee can approve or deny this motion.

Move to Council in the form of an Ordinance for First Reading on March 22, 2021.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CASH DEFEASANCE AND REDEMPTION OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT $6,000,000 GENERAL OBLIGATION BOND, SERIES 2012E ISSUED ON OCTOBER 11, 2012, BY BEAUFORT COUNTY, SOUTH CAROLINA.

WHEREAS, pursuant to Ordinance No. 2012/3 duly enacted on February 27, 2012, by the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), the County issued its $6,000,000 General Obligation Bond, Series 2012E dated October 11, 2012 (the "Bond"). The Bond is currently outstanding in the principal amount of approximately $5,400,000; and

WHEREAS, the Bond provides that:

> The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

WHEREAS, the County's senior staff has informed the County Council that it is fiscally advantageous to defease and redeem the Bond and by doing so, the County could realize a significant savings in interest costs over the life of the Bond.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY, AS FOLLOWS:

1. The County Council hereby approves the cash defeasance and redemption of the Bond from legally-available funds of the County.

2. The County Council hereby authorizes the County Administrator to take all actions to accomplish the cash defeasance and redemption.

Enacted this _____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

_____
Chair, County Council

(SEAL)

ATTEST:

_____
Clerk to County Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

Beaufort County, South Carolina
Carryover Budget FY 2021

Description	Carryover Amount	Remaining Balance
GENERAL FUND		
Sheriff's Department		
Six Dodge Durangos	194,574	-
Geo Validation Upgrade	10,920	-
Install Two transfer switches for Shelter for emergencies	10,823	-
Four Computers	8,638	-
DNA Lab Expansion	461,176	25,027
DNA processing	5,000	-
Total Sheriff's Department	691,131	25,027
Public Works		
Repairing boat ramp Daufuskie Island	11,586	-
Repairing boat ramp Grays Hill	12,725	-
Bluffton Sound Wall	4,800	-
Broad River Blvd sidewalk repair	18,759	18,759
Total Public Works	47,870	18,759
Roads & Drainage		
Glass Crusher Shed	2,129	-
Repairing boat ramp Sands/ Sam's Point	7,475	-
Total Roads & Drainage	9,604	-
Mosquito Control		
Mosquito Control hanger heaters	21,214	21,214
Total Mosquito Control	21,214	21,214
Parks & Recreation		
2020 F250	28,579	-
Tennis or Pickle Ball Courts	65,000	23,550
Total Parks & Recreation	93,579	23,550
Animal Services		
Van for Animal Services	30,000	-
Total Animal Services	30,000	-
Treasurer's Office - General Fund Request		
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	-
Treasurer's Office	12,610	-

Beaufort County, South Carolina
Carryover Budget FY 2021

Description	Carryover Amount	Remaining Balance
Facilities Maintenance		
278 Landscaping	13,112	2,384
BW lighting	1,587	-
Install doors Lind Brown Center	3,332	-
Administration Roof Repair	4,799	3,330
Wetland delineation Camp St. Mary's	400	-
Survey Camp St. Mary's	930	-
Hilton Head Island Library roof repair	1,928	-
LEC Generator	72,283	-
Detention Center Water Heater	127,196	-
Detention Center Roof Top Unit	11,687	11,687
Detention Center Kitchen Hood	1,890	-
Detention Center Cooler/Freezer	4,051	-
Detention Center Generator	157,511	-
Pools Architecture & Engineering	23,750	-
Architecture & Engineering new building	9,372	-
Total Facilities Maintenance	433,829	17,401
Total Budget Amendment for General Fund	1,339,836	105,951
SPECIAL REVENUE FUND		
Treasurer's Office - Special Revenue Fund Request		
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	-
Treasurer's Office	12,610	-
STORMWATER PROPRIETARY FUND		
Stormwater		
Engineering service outfall erosion issues	3,320	-
Stormwater retention pond	20,550	20,550
Design & construct a regional stormwater best	22,764	22,764
Oak Marsh Plantation Drainage Improvements	6,725	-
Pine Tree & Water Oak Tree Removed & Dismantled	2,000	-
Remove & Install Drainage Pipe	2,800	-
Light bar install	2,053	-
International HX620 6x4 Dump Truck	164,779	-
International HX620 6x4 Dump Truck	164,779	-
Brewer Memorial Park BMP Demonstration	43,106	-
Sub watershed Regional Detention Center	265,806	163,713
Study & investigate to evaluate the current condition & capacity of the Stormwater Drainage Facilities	54,250	-
Total Stormwater	752,931	207,027
Total	2,105,378	312,978

ORDINANCE 2021/____
AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to the 2019 Novel Coronavirus ("***COVID-19***") and declared that a State of Emergency exists in South Carolina; and

WHEREAS, on March 17, 2020, Governor Henry McMaster issued Executive Order No. 2020-10 directing local governing bodies to "utilize any available technology or other reasonable procedures to conduct such meeting and accommodate public participation via virtual or other remote or alternate means"; and

WHEREAS, on May ___, 2020, Beaufort County Council ("County Council") adopted Resolution 2020/___ which provided for the use of electronic communications for the conduct of meetings during the state of emergency; and

WHEREAS, the South Carolina Freedom of Information Act, , which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the "***Act***") defines a "Meeting" as "the convening of a quorum of the constituent membership of a public body, whether corporal *or by means of electronic equipment*, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power" (emphasis added); and

WHEREAS, holding meetings by electronic or hybrid means has proven to be successful for County Council, county staff and also for members of the public to participate over the past ten months; and

WHEREAS, County Council now wishes to adopt provisions of a more permanent nature which will allow for meetings of the County Council and its Boards and Commissions to be held by electronic means, either fully virtual, or hybrid in-person and virtual electronic means; while ensuring any such electronic meetings fully comply with the open meeting requirements of the Act; and

NOW THEREFORE, be it hereby ordained in this meeting of the Beaufort County Council (the "County Council"), as follows:

There shall be added to the Code of Ordinances of Beaufort County a new section 2-30, which shall read as follows

Section 1. Standards for Electronic and Hybrid Meetings. The County Council and its Boards and Commissions (collectively referred to hereinbelow as the "Governing Body") are hereby authorized to conduct public meetings exclusively in electronic form and/or in hybrid form,

with some members in attendance in person and some via electronic means, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic or hybrid meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of attending by way of electronic media or in person shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic or hybrid meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating "aye" "yes" "yay" "no" or "nay", raising their hand, or some similar verbal or visual cue to indicate an affirmative or negative position on the matter before the Governing Body. All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate. Notwithstanding the above, motions may be approved "without objection" without the need for verbal or visual cues.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic or hybrid meetings. However, any physical presence requirements or similar provisions in the procedural rules are hereby supeerseded.

(f) Electronic or hybrid executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic or hybrid executive session, meeting minutes need not be kept and the electronic or hybrid meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic or hybrid meeting, any public comment periods provided for by local resolution, policy, or bylaws shall remain in effect. However, members of the public may either (i) submit written public comments which shall be distributed to the members of the Governing Body, or (ii) make a written request to the moderator (as provided in the agenda materials) of the electronic or hybrid meeting to make a presentation during a public comment period or public hearing.

(h) Additionally, the Governing Body, acting through staff, may establish separate rules and procedures for public hearings, if any, so long as the public is able to effectively participate in the public hearing with the Governing Body such that the spirit and purpose of the public hearing is fulfilled.

Section 2. Procedures for Boards, Commissions, and Committees. The normal operating procedures of all boards, commissions, and committees are hereby supplemented in order to allow the meetings thereof to be conducted using electronic or hybrid means; provided that such electronic or hybrid means conforms to the standards set forth in Section 1, as they may be amended by the Governing Body.

Section 3. Conflicts in Procedures. To the extent that any board, commission, or committee is authorized by South Carolina law to establish its own rules of procedure, the procedures set forth in Section 1 for electronic or hybrid meetings shall apply by default, unless such board, commission, or committee takes action to the contrary. To the extent that any provision of South Carolina law permits the Governing Body to adopt rules of procedure for any board, commission, or committee by ordinance or otherwise, this Ordinance shall suffice to fulfill that purpose.

Section 4. Effective Date; Expiration. The provisions hereof shall be effective upon approval following third reading.

DONE AS AN ORDINANCE and approved at a meeting duly assembled this ___ day of ___, 2021.

BEAUFORT COUNTY COUNCIL

(SEAL)

_____

Joseph Passiment, Chair

ATTEST:

_____

Sarah Brock, Clerk of Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO

MEETING NAME AND DATE:

Executive Committee April 5, 2021

PRESENTER INFORMATION:

Kurt Taylor, County Attorney

5 minutes

ITEM BACKGROUND:

County Council adopted an emergency resolution last year to allow for electronic meetings. This ordinance would make permanent the rules for conducting electronic and hybrid meetings

PROJECT / ITEM NARRATIVE:

See above

FISCAL IMPACT:

n/a

STAFF RECOMMENDATIONS TO COUNCIL:

Recommend approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny Ordinance regarding electronic and hybrid meetings

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT

MEETING NAME AND DATE:

Executive Committee April 5, 2021

PRESENTER INFORMATION:

Kurt Taylor, County Attorney

10 minutes

ITEM BACKGROUND:

County Council has expressed interest in holding a referendum regarding whether to keep the council-administrator form of government or change to the council-manager form of government. This ordinance calls for the referendum

PROJECT / ITEM NARRATIVE:

See above

FISCAL IMPACT:

n/a

STAFF RECOMMENDATIONS TO COUNCIL:

Recommend approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny Ordinance regarding a referendum to potentially change the form of government.

ORDINANCE 2021/_____

AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL/ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL/MANAGER FORM OF GOVERNMENT, AND OTHER MATTERS RELATED THERETO.

WHEREAS, this Ordinance is authorized pursuant to Section 4-9-10 of the South Carolina Code of Laws (1976), as amended. The purpose of this Ordinance shall be to provide for a referendum to allow the qualified electors of Beaufort County, South Carolina to vote to retain the current Council-Administrator form of government or to change to the Council-Manager form of government; and

WHEREAS, the Board of Voter Registration and Elections of Beaufort County shall take such steps as are necessary and appropriate to hold a referendum in conjunction with the election to be held on November 2, 2021 to allow the qualified electors of Beaufort County, South Carolina to vote on the issue of retaining the current Council-Administrator form of government or changing to the Council-Manager form of government as provided for in Section 4-9-610, et. Seq., Code of Laws of South Carolina (1976) as amended; and

WHEREAS, the question for such referendum shall be stated as follows:

> Should the form of Beaufort County's government be changed from that of a Council-Administrator form of government as set forth in S.C. Code of Laws Title 4, Chapter 9, Article 7 (1976, as amended) to that of a Council-Manager form of government as set forth in S.C. Code of Laws Title 4, Chapter 9, Article 9 (1976, as amended) and provide for the appointment of the County Treasurer and County Auditor?
>
> INSTRUCTIONS TO VOTER:
>
> If the voter wishes to vote in favor of the question, fill in the oval next to the words, "Yes, In favor of the question;" if the voter wishes to vote against the question, fill in the oval next to the words, "No, Opposed to the question."
>
> ⬭ Yes, In favor of the question
>
> ⬭ No, Opposed to the question
>
> EXPLANATION:
>
> A "yes" vote is a vote in favor of changing the current form of government to a Council-Manager form of government which could provide for the appointment of

the County Treasurer and County Auditor. A "no" vote is a vote to retain the current Council-Administrator form of government and provide for the continued election of the County Auditor and County Treasurer.)

NOW, THEREFORE BE IT ORDAINED, the Board of Voter Registration and Elections of Beaufort County shall conduct a referendum as stated above, publish appropriate notices of election, comply with all other notices and requirements as set forth in law, and shall verify the results of such referendum as provided by law.

Should the present form of government receive a majority favorable vote of those qualified electors voting, the present form shall continue without further action by the Beaufort County Council. Should the Council-Manager form of government receive a majority favorable vote of those qualified electors voting, then, in such event, the Beaufort County Council shall enact an Ordinance establishing the new form of government in accordance with the provisions of applicable law.

APPROVED AND ADOPTED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 20_____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

APPROVED AS TO FORM:

_____
W. Kurt Taylor, County Attorney

ATTEST:

_____
Sarah W. Brock, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; AND OTHER MATTERS RELATING THERETO

MEETING NAME AND DATE:

Executive Committee April 5, 2021

PRESENTER INFORMATION:

Kurt Taylor, County Attorney

10 minutes

ITEM BACKGROUND:

County Council has expressed interest in holding a referendum regarding whether to impose a 1% local option sales tax. This ordinance calls for the referendum

PROJECT / ITEM NARRATIVE:

See above

FISCAL IMPACT:

n/a

STAFF RECOMMENDATIONS TO COUNCIL:

Recommend approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny Ordinance regarding a referendum to impose a 1% local option sales tax.

ORDINANCE 2021/_____

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the South Carolina General Assembly enacted Title 4, Chapter 10, Section 10, Code of Laws of South Carolina, 1976, as amended (the "Code"), which empowers the Beaufort County Council (the "Council") to levy and impose a one percent (1%) sales and use tax on the gross proceeds of sales within Beaufort County (the "County") for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for funding county and municipal operations;

WHEREAS, the Council is dedicated to the reduction of property taxes and is committed, not only to minimizing the cost of public services, but also to seeking alternative revenue sources that can be used to replace property taxes, and it is of the opinion and belief that all County property owners, and homeowners in particular, can benefit from implementation of a location option sales tax; and

WHEREAS, the County, acting by and through its County Council, desires to reduce the property tax burden annually imposed upon the citizens of the County by calling for a referendum to adopt a one percent (1%) local option sales tax authorized pursuant to Section 4-10-20 of the Code, and further authorizes and directs the County Administrator to make arrangements as necessary to schedule such referendum for November 2, 2021:

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY BEAUFORT COUNTY COUNCIL, in a meeting duly assembled that:

Section 1. Imposition of a One Percent Local Option Sales Tax

1.1. A Referendum on the question of imposing a one percent (1%) local option sales and use tax (the "Tax"), authorized pursuant to Section 4-10-20 of the Code, in Beaufort County, South Carolina shall be held on November 2, 2021 mutatis mutandis.

1.2. The Tax shall be imposed only if approved by a majority of the qualified electors voting in favor of imposing such Tax in a duly noticed referendum held on November 2, 2021.

1.3. The Tax, if approved, shall be imposed on July 1, 2022, provided that the County notifies the South Carolina Department of Revenue and the South Carolina Treasurer of the results of the referendum, by delivering certified copies of a resolution adopted by the Council no later than December 31, 2021.

Pursuant to Subsection 4-10-90(B) of the Code, after deducting the amount of refunds made and the costs to the South Carolina Department of Revenue for administering the Tax (not to exceed one-half of one percent of the fund or seven hundred fifty thousand dollars, whichever is greater), the South Carolina Treasurer shall deposit the revenue collected from the Tax into a Local Sales and Use Tax Fund for Beaufort County which shall consist of two separate funds: the Property Tax Credit Fund and the County/Municipal Revenue Fund.

1.4. The Tax imposed by this Ordinance is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable jurisdiction which are subject to the tax imposed by Chapter 36 of Title 12 of the Code, and the enforcement provisions of Chapter 54 of Title 12 of the Code. The gross proceeds of the sale of items subject to a maximum tax in S.C. Code §12-36-2110 and Article 17 of Chapter 36 of Title 12 of the Code are exempt from the tax imposed by this Ordinance.

1.5. The Tax imposed by this Ordinance also applies to tangible personal property subject to the use tax in Section 12-36-1310 of the Code. Taxpayers required to remit taxes under Section 12-36-1310 of the Code, shall identify the county, municipality or both, in which the tangible personal property purchased at retail is stored, used, or consumed in this State.

1.6. Utilities are required to report sales in the County in which consumption of the tangible personal property occurs.

1.7. A taxpayer subject to the tax imposed by S.C. Code §12-36-920, who owns or manages rental units in more than one county shall report separately in his sales tax return the total gross proceeds from business done in each county.

1.8. The gross proceeds of sales of tangible personal property delivered after the imposition date of the tax levied by this Ordinance in the County, either pursuant to the terms of a construction contract executed before the imposition date, or a written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Tax provided in this section if a verified copy of the contract is filed with the Department of Revenue within six (6) months after the imposition of the Tax.

1.9. Notwithstanding the imposition date of the Tax imposed by this Ordinance, with respect to services that are billed regularly on a monthly basis, the Tax is imposed beginning on the first day of the billing period beginning on or after the imposition date.

1.10. The Tax imposed pursuant to this Ordinance shall be collected and administered by the South Carolina Department of Revenue and deposited with the State Treasurer where it shall be credited to an account established by the County, which is separate and distinct from the General Fund of the State of South Carolina. After deducting the amount of any refunds made and costs to the Department of Revenue for administering the Tax, the State Treasurer shall then distribute the revenues in accordance with Section 4-10-40 through 4-10-90 of the Code, for the purposes aforesaid. The State Treasurer may correct misallocation by adjusting subsequent distributions, but these adjustments must be made in the same fiscal year as the misallocation.

1.11. The Department of Revenue shall furnish data to the State Treasurer and to the Beaufort County Treasurer for the purpose of calculating distributions and estimating revenues. The information, which must be supplied upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is

considered confidential and is governed by the provisions of Section 12-54-240 of the Code. Any person violating the provisions of this section shall be subject to penalties provided in Section 12-54-240 of the Code.

Section 2. Order to Hold Referendum and Duties of Election Commission

2.1. Upon receipt of this Ordinance, the County Election Commission (the "Commission") shall conduct a Referendum on the question of imposing the Tax in the County. A Referendum for this purpose must be held on November 2, 2021.

2.2. A Notice of Referendum, substantially similar in form to **Appendix A** attached hereto and incorporated by reference herein shall be published in compliance with the provisions of Section 7-13-35 and 4-15-50 of the Code, as amended, not less than sixty (60) days prior to the Referendum, not later than two (2) weeks after such first notice is published, and once not less than fifteen (15) days prior to the occasion set for the holding of the Referendum.

2.3. A public hearing must be conducted at least fourteen (14) days before the Referendum after publication of a notice setting forth the date, time, and location of the public hearing. The notice must be published in a newspaper of general circulation in the County at least fourteen (14) days before the date fixed for the public hearing.

2.4. Pursuant to Section 7-13-355 of the Code, the Referendum question shall be submitted to the Board of Voter Registration and Elections of Beaufort County to be placed on the ballot no later than 12:00 noon on August fifteenth (15th) or, if August fifteenth (15th) falls on Saturday or Sunday, not later than 12:00 noon on the following business day.

2.5. All qualified electors desiring to vote in favor of imposing the tax for a particular purpose shall vote "yes" and all qualified electors opposed to levying the tax for a particular purpose shall vote "no". If a majority of the votes cast are in favor of imposing the Tax, then the Tax is imposed as provided herein; otherwise, the Tax is not imposed. The Commission shall conduct the Referendum and provide the results to the County pursuant to South Carolina election laws.

2.6. Upon receipt of the return of the Referendum, County Council shall, by resolution declare the results thereof. The results of the Referendum, as declared by resolution of Council, are not open to question except by suit or proceeding instituted within thirty (30) days from the date Council shall adopt a resolution declaring the results of such Referendum.

2.7. Expenses of the Referendum shall be paid by the governmental entities that would receive the proceeds of the Tax in the same proportion that those entities would receive the net proceeds of the Tax.

Section 3. Voter Registration and Elections Board

3.1. A certified copy of this Ordinance shall be filed with the Elections Board, accompanied by written notice from the Chairman of Council establishing the date for the Referendum as November 2, 2021. The Elections Board is hereby requested as follows:

a. To join in the action of the County in providing for the Notice of Referendum in substantially the form contained herein;

b. To prescribe the form of a ballot to be used in the Referendum;
c. To arrange for polling places for each precinct, or any part of a precinct within the County;
d. To appoint Managers of Election;
e. To provide a sufficient number of ballots or voting machines, as the case may be, for the Referendum;
f. To conduct the Referendum, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the County Council; and
g. To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

Section 4. Voting, Polling Places and Hours of Election

4.1. The voting precincts in the County shall be those designated pursuant to Section 7-7-1 of the Code, as amended. The polling places for each voting precincts shall be designated by the Board of Voter Registration and Elections of Beaufort County (the "Elections Board"). The Elections Board is authorized to change any of the locations of polling places for the Referendum as deemed necessary or advisable. Appropriate changes are to be made to the Notice of Referendum.

4.2. The polls shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the date fixed for the Referendum and shall be held open during said hours without intermission or adjournment.

4.3. The Referendum shall be conducted using either voting machines or paper ballots as provided by State law. Upon approval by the Elections Board, the form of ballots to be used in the Referendum and the instructions to voters appearing thereon shall be in substantially the form set forth in **Appendix B**.

4.4. Every person offering to vote must be at least eighteen (18) years of age on the date of the Referendum, must reside in the County and must be duly registered on the books of registration for Beaufort County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must present his or her registration certificate or valid South Carolina driver' s license or other form of identification containing a photograph issued by the South Carolina Department of Motor Vehicles, if not licensed to drive. Any registered elector who meets the requirements set forth in the preceding sentence and who has moved his or her place of residence within the County after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote in his or her previous precinct of residence in the Referendum.

Section 5. Severability

5.1. If any part of this Ordinance is held by a court of competent jurisdiction to be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

5.2. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. All other parts and provisions of the Beaufort County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

(THIS SPACE INTENTIONALLY LEFT BLANK)

APPENDIX A

NOTICE OF REFERENDUM
FOR THE IMPOSITION OF A LOCAL OPTION SALES AND USE TAX
IN BEAUFORT COUNTY, SOUTH CAROLINA
November 2, 2021

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. 2021/_____, enacted by Beaufort County Council on _____, 2021, and the requirements as codified in Section 4-10-10 et seq., Code of Laws of South Carolina, 1976, as amended, a referendum will be held in Beaufort County on November 2, 2021 (the "Referendum"), for the purpose of submitting to the qualified electors of Beaufort County the following question:

> **Must a one percent sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?**
>
> CONDITIONS AND RESTRICTIONS ON THE USE OF TAX REVENUE COLLECTED FROM THE LOCAL OPTION SALES AND USE TAX:
> If approved, the total revenue collected shall be applied as a credit against the payment of any costs charged by the South Carolina Department of Revenue in connection with the collection and administration of such tax, then for the purpose of funding county and municipal operations, and against a taxpayer's county and municipal ad valorem tax liability.
>
> INSTRUCTIONS TO VOTER:
> If the voter wishes to vote in favor of the question, fill in the oval next to the words, "Yes, In favor of the question;" if the voter wishes to vote against the question, fill in the oval next to the words, "No, Opposed to the question."

Explanation:

The purpose of the Referendum is to allow the qualified electors of Beaufort County to determine whether or not a one percent (1%) sales and use tax should be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability (property taxes) and for the purpose of funding county and municipal operations in the Beaufort County area.

If this sales and use tax is approved, State law provides that seventy-one percent (71%) of the revenue received by a county and municipality may be used to provide a credit against the property tax liability of taxpayers in the county and municipality and that twenty-nine percent (29%) may be used specifically for the purpose of funding county and municipal operations in the Beaufort County area.

Voting, Polling Places and Hours of Election:

The polls shall be opened from 7:00 a.m. until 7:00 p.m. at the polling places designated above and shall be open during these hours without intermission or adjournment. Appropriate vote recorders will be provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Board of Voter Registration and Elections of Beaufort County. The Managers of Election shall see that each person offering to vote takes the oath that he or she is qualified to vote at this referendum according to the Constitution of this State and that he or she has not voted

previously in this referendum.

Every person offering to vote (a) must be at least eighteen (18) years of age on the date of the referendum; (b) must reside in Beaufort County; (c) must be duly registered on the books of registration for Beaufort County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which the books of registration are closed for the referendum; and (d) must present his or her current and valid form of identification as required by South Carolina law in effect as of the date of the referendum.

Any person eligible to register who has been discharged or separated from his service in the Armed Forces of the United States prior to October 1, 2021, and returned home too late to register at the time when registration is required is entitled to register for the purpose of voting in the referendum up to 5:00 p.m. on the day of the Referendum. This application for registration must be made to the Board of Voter Registration and Elections of Beaufort County, and if qualified, the person must be issued a registration notification stating the precinct in which he or she is entitled to vote and a certification of the managers of the precinct that he or she is entitled to vote and should be placed on the registration rolls of the precinct. Persons who become of age during the thirty (30) day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

The last day on which persons may register in order to be eligible to vote in the Referendum will be:

In-person: No later than 5:00 pm Friday, October 1, 2021
Email, Fax, or Online: No later than 11:59 pm Sunday, October 3, 2021
By Mail: Must be postmarked by Monday, October 4, 2021

The process of examining the return-addressed envelopes containing absentee ballots will begin at 9:00 a.m. on the day before the Referendum in the office of the Board of Voter Registration and Elections of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906. The ballot here-in envelopes and ballots will be tabulated beginning at 9:00 a.m. on the date of the Referendum in the office of the Board of Voter Registration and Elections of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906.

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his or her employer, an agent of his or her employer, or an officer or agent of his or her union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove or were driven to the polls. When notified, the manager will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee balloting should contact the Board of Voter Registration and Elections of Beaufort County at 843.255.6900.

The Board of Voter Registration and Elections of Beaufort County shall hold a hearing on ballots challenged in the Referendum on November 5, 2021, at 10:00 a.m. in the office of the Board of Voter Registration and Elections of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906.

APPENDIX B

FORM OF BALLOT
OFFICIAL BALLOT – REFERENDUM

LOCAL QUESTION NUMBER ____
AUTHORIZATION TO IMPOSE A ONE PERCENT (1%) LOCAL OPTION SALES TAX TO REDUCE PROPERTY TAX ON PERSONS IN BEAUFORT COUNTY

Precinct _____
No. _____

_____
Initials of Issuing Officer

Local Question No. _____

Must a one percent (1%) sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?

CONDITIONS AND RESTRICTIONS ON THE USE OF TAX REVENUE COLLECTED FROM THE LOCAL OPTION SALES AND USE TAX:

If this sales and use tax is approved, State law provides that seventy-one percent (71%) of the revenue received by a county and municipality may be used to provide a credit against the property tax liability of taxpayers in the county and municipality and that twenty-nine percent (29%) may be used specifically for the purpose of funding county and municipal operations in the Beaufort County area.

INSTRUCTIONS TO VOTER:

If the voter wishes to vote in favor of the question, fill in the oval next to the words, "Yes, In favor of the question;" if the voter wishes to vote against the question, fill in the oval next to the words, "No, Opposed to the question."

⬭ Yes, In favor of the question

⬭ No, Opposed to the question

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

First Reading:
Second Reading:

_____
Sarah Brock, Clerk to Council

Public Hearing:
Third and Final Reading:

STATE OF SOUTH CAROLINA)
) ORDINANCE
COUNTY OF BEAUFORT)

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, TRIPLE B RESTAURANT GROUP LLC, AND TRIPLE B RESTAURANT HOLDINGS LLC, PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County (the "County"), a public body corporate and politic under the laws of the State of South Carolina, desires to enter into a Special Source Revenue Credit Agreement (the "SSRC Agreement") with Triple B Restaurant Group LLC and Triple B Restaurant Holdings LLC (together, the "Company"), which shall provide special source revenue credits for a project qualifying under the provisions of Section 4-29-68 and Title 1, Chapter 4, Sections 170 through 175 of the Code of Laws of South Carolina 1976, as amended (the "Act");

WHEREAS, the County and the Company desire to enter into the SSRC Agreement concerning the expansion of a manufacturing facility in the County through the acquisition of a building and related improvements thereon and/or therein; the construction of additional improvements; and/or the acquisition of personal property, including, but not limited to, all equipment, machinery, and/or furnishings, the cost of which is estimated to be $4,496,000 over five years, and which is anticipated to create approximately 43 new, full-time jobs in the County (the "Project"); and

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas; and

WHEREAS, in order to induce the Company to locate the Project in the County, the County has agreed to make available to the Company certain benefits intended by the Act; and

WHEREAS, the Company has caused to be prepared and presented to the Beaufort County Council, the governing body of the County (the "County Council"), the SSRC Agreement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it appears that the SSRC Agreement is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the SSRC Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the payments set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the SSRC Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the SSRC Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this ____ day of _____, 2020.

BEAUFORT COUNTY,
SOUTH CAROLINA

Signature: _____
Name: Joseph Passiment
Title: Chair, Beaufort County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, the undersigned, Clerk to County Council of Beaufort County, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Beaufort County Council, South Carolina, as of this ____ day of _____, 2020.

Signature: _____
Name: Sarah W. Brock
Title: Clerk to County Council

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

TRIPLE B RESTAURANT GROUP LLC,

TRIPLE B RESTAURANT HOLDINGS LLC,

and

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2020

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Credit Agreement") is made and entered into as of _____, 2020, by and among BEAUFORT COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Beaufort County Council ("County Council") as the governing body of the County, Triple B Restaurant Group LLC ("Company A"), and Triple B Restaurant Holdings LLC ("Company B") (Company A and Company B collectively referred to as "Company").

WITNESSETH:

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. The County has created or will create with Jasper County, South Carolina a multi-county industrial park ("Park) pursuant to a multi-county industrial park agreement ("Park Agreement") entered into pursuant to the terms of the MCIP Act; and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a multi county industrial park, are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, annual payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park (each, a "Fee Payment"); and

WHEREAS, the County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, and Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, including Section 4-29-68 (collectively, the "SSRC Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide credits ("Special Source Revenue Credits" ("SSRC")) for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (defined herein) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a multi-county industrial park in order to facilitate the grant of SSRCs; and

WHEREAS, the Company is planning an investment consisting of the expenditure of approximately $4,496,000 in taxable investment ("Investment") in connection with the acquisition by construction, lease, and/or purchase of certain land, buildings, furnishings, fixtures, and/or equipment and the creation of approximately 43 new, full-time jobs for the purpose of expanding a manufacturing facility in the County (collectively, the "Project"); and

WHEREAS, the Project will comprise a portion of real property located entirely in the County of Beaufort, with improvements thereon, which is described more fully in Exhibit A, attached hereto ("Project Site"); and

WHEREAS, the County Council has determined that the Credit Agreement is an appropriate instrument to induce the Company to invest in the Project and create jobs in the County.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Credit Agreement, the parties agree to the following:

Section 1. Representations of the Company and County.

Section 1.1 The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Company A and Company B are corporations duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, have power to enter into this Credit Agreement, and by proper corporate action have been duly authorized to execute and deliver this Credit Agreement.

(b) The Company is or intends to become the owner of the Project Site.

(c) This Credit Agreement has been duly executed and delivered by both Company A and Company B and constitutes the legal, valid, and binding obligation of Company A and Company B, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(d) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which Company A or Company B is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Company A or Company B, other than as may be created or permitted by this Credit Agreement.

(e) The agreement of the County to enter into this Credit Agreement and provide the SSRCs has been instrumental in inducing the Company to make the Investment in the Project.

Section 1.2 The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provision of the Act is authorized and empowered to enter into the transactions contemplated by the Credit Agreement

and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Credit Agreement and any and all other agreements described herein or therein.

(b) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any agreement or instrument to which the County is now a party or by which it is bound, or will constitute a default under any of the foregoing

Section 2. Fee Payments and SSRCs.

The County grants an annual SSRC to the Company, for a period of twenty (20) years ("Credit Period") against each annual Fee Payment due for Investment made in the Project that has been placed into service beginning in 2020 and by December 31, 2025 ("Investment Period"). Any SSRC provided under this Credit Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the SSRC Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and Project Site, for improved or unimproved real estate, or for machinery and equipment. In no event shall the aggregate amount of SSRCs received as of any point in time exceed the amount of the Company's aggregate amount of expenses toward such eligible expenditures as of such time. The SSRCs shall be calculated as follows:

Real Property Ad Valorem Tax Payment calculated as a standard property tax without regard to this Credit Agreement	Real Property Ad Valorem Tax Payment
Personal Property Ad Valorem Tax Payment calculated as a standard property tax without regard to this Credit Agreement	Personal Property Ad Valorem Tax Payment
Real Property Value (as it would be defined in Section 12-44-50 using gross cost as the applicable fair market value) **x** 6% Assessment Ratio **x** Fixed Millage Rate of 0.285 =	Real Property FILOT Tax Payment
Personal Property Value (as it would be defined in Section 12-44-50 including the applicable statutory depreciation) **x** 6% Assessment Ratio **x** Fixed Millage Rate of 0.285 =	Personal Property FILOT Tax Payment
(Real Property Ad Valorem Tax Payment + Personal Property Ad Valorem Tax Payment) – (Real Property FILOT Tax Payment + Personal Property FILOT Tax Payment) =	**Annual SSRC**

In calculating the Real Property Ad Valorem Tax Payment and Personal Property Ad Valorem Tax Payment, the Company agrees to waive Section 3(g) of Article X of the South Carolina Constitution as well as Section 12-37-220 (B)(32) and (34) of the Code of Laws of South Carolina. **[NOTE TO COUNTY AUDITOR: IN PREPARING OR REVIEWING ANNUAL CALCULATIONS, APPLY THE FULL MILLAGE RATE, WITHOUT REDUCTION FOR ANY ABATEMENT, TO BOTH THE "EXEMPT" AND "NON-EXEMPT" AMOUNTS CERTIFIED BY DOR IN CALCULATION THE AD VALOREM TAX AMOUNTS.]**

In order to assist the County in preparing the annual tax bills, both Company A and Company B shall file an annual certification with the County Auditor on or before August 1 of each year in the form attached hereto as Exhibit B. Further, Company A and Company B shall each file a

separate schedule with its annual PT-300 filing (or successor form) with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as "BEAUFORT COUNTY 2020 SSRC ASSETS," and a copy of the schedule should be provided to the County Auditor each year in connection with the filing of Exhibit B. Failure to file Exhibit B shall constitute a waiver of the SSRC for the applicable year.

The County shall credit the annual SSRC against the Fee Payment of the corresponding year to result in a "Net Fee Payment" to be due to the County from Company A and Company B.

Section 3. Minimum Investment

(a) In the event that Company A and Company B do not make a combined capitalized investment in the County of at least $2.5 million in the Project within and as of the end of the Investment Period, the SSRC as described in Section 2 above shall terminate both prospectively and retroactively, and Company A and/or Company B, as applicable, shall repay to the County any shortfall in the Net Fee Payments each applicable entity made under this Credit Agreement and the payments that would have been due and payable had this Credit Agreement not been in effect. In the event the Company makes a capitalized investment in the County of at least $2.5 million in the Project within and as of the end of the Investment Period, but fails to maintain at least $2.5 million of capitalized investment in the County within and as of the last day of any property tax year following the end of the Investment Period, the SSRC as described in Section 2 above shall terminate prospectively only. This repayment obligation is a contractual obligation, and the Company hereby waives any statute of limitations defense that would in any way reduce the amount of this obligation. For purposes of this paragraph, capitalized investments shall be calculated based on gross cost without regard to depreciation.

(b) Any amounts determined to be owing pursuant to this Section 3 shall be subject to interest at the rates in effect for the late payment of ad valorem taxes and shall be due within 90 days after the last day of the Investment Period.

Section 4. Project Shall Remain in the Park. The County shall use its best efforts to ensure that the Project, once placed in the Park, will remain in the Park for a period not less than 20 years. If, for any reason, the Park Agreement is modified to exclude the Project, or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the SSRCs set forth in this Credit Agreement.

Section 5. Administration Expenses. The Company shall pay the County's legal fees incurred with the review and preparation of this Agreement. Such fees shall be paid within thirty (30) days of the Company's receipt of an invoice for such legal fees.

Section 6. Notices. Any notice, election, demand, request, or other communication to be provided under this Credit Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may subsequently furnish, in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Beaufort County, South Carolina
Attn: County Attorney
100 Ribaut Road
Beaufort, SC 29902

WITH A COPY TO: Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211-1889

AS TO THE COMPANY: Triple B Restaurant Group LLC
[enter contact info]

Triple B Restaurant Holdings LLC
[enter contact info]

Section 7. Binding Effect. This Credit Agreement is binding, in accordance with its terms, upon and inure to the benefit of Company A, Company B, and each of its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Credit Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 8. Counterparts. The parties may execute this Credit Agreement in any number of counterparts, in original or by facsimile or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9. Governing Law. This Credit Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Credit Agreement and the SSRC Act, the SSRC Act controls.

Section 10. Amendments. The parties may modify or amend this Credit Agreement only in a writing signed by the parties.

Section 11. Further Assurance. From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably requests to evidence or effectuate the purposes of this Credit Agreement, subject to any approvals required to be obtained from County Council.

Section 12. Severability. If any provision of this Credit Agreement is illegal, invalid, or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid, or unenforceable provision are reformed to effectuate most closely the legal, valid, and enforceable intent and to afford the Company with the maximum benefits to be derived under this Credit Agreement and the SSRC Act, it being the intention of the County to offer the Company

the strongest inducement possible to encourage the Company to proceed with the Project in the County.

Section 13. Assignment. This Credit Agreement may be assigned in whole or in part only with the prior written consent or subsequent written ratification of the County.

Section 14. Limited Obligation. THIS CREDIT AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

Section 15. Indemnification.

(a) Company A and Company B both shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Credit Agreement, and Company further, shall indemnify and save the County harmless from all claims arising during the term of this Credit Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Credit Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees related to the Project, (iv) any act of negligence related to the Project of any assignee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee of the Company, or (v) any environmental violation, condition, or effect related to the Project. Company A and Company B each shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend the County in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Credit Agreement, or the undertakings required of the County hereunder, or by reason of the performance of any act requested of it by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, should the County, its agents, officers or employers incur any such pecuniary liability other than as a result of their own negligence or willful or intentional misconduct, Company A and Company B shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in

connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action, prosecution or proceeding.

(c) These indemnification covenants shall be considered included in and incorporated by reference in any subsequent documents related to the Project or this Credit Agreement that the Company requests the County sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Credit Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

Signature: _____
Name: Joseph Passiment
Title: Chair, Beaufort County Council

(SEAL)
ATTEST:

Signature: _____
Name: Sarah W. Brock
Title: Clerk to County Council

IN WITNESS WHEREOF, the Company has caused this Credit Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

TRIPLE B RESTAURANT GROUP LLC

Signature: _____
Name: _____
Title: _____

TRIPLE B RESTAURANT HOLDINGS LLC

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, containing 0.59 acres, more or less, and being more particularly shown as Parcel "F" on that certain plat prepared by David E. Gasque, R.L.S., dated October 14, 2019, and recorded in Plat Book 152 at Page 181 in the Office of the Register of Deeds for Beaufort County, South Carolina (this plat supersedes that plat dated September 20, 2019, and recorded in Plat Book 152 at Page 150 in the Office of the Register of Deeds for Beaufort County, South Carolina). For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

This is the same property conveyed to Triple B Restaurant Holdings, LLC by deed from Grey Ghost Property Holdings, LLC, recorded in Book 3806 at Page 1628 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMP R113-010-000-0375-0000

EXHIBIT B
ANNUAL CERTIFICATION

TRIPLE B RESTAURANT GROUP LLC/TRIPLE B RESTAURANT HOLDINGS LLC
(TO BE FILED BY EACH ENTITY)

Real Property Value (as it would be defined in Section 12-44-50 using gross cost as the applicable fair market value) = $_____

Real Property FILOT Tax Payment = Real Property Value x 6% x .2731 = $_____

Personal Property Value (as it would be defined in Section 12-44-50 including the applicable statutory depreciation) = $_____

Personal Property FILOT Tax Payment = Personal Property Value x 6% x .2731 = $_____

Total FILOT Tax Payment = Real Property FILOT Tax Payment + Personal Property FILOT Tax Payment = $_____

Compliance Notes to County Auditor:

The SSRCs should be determined by first calculating the ad valorem taxes that would be due based upon the DOR certification issued directly to the County (but applying the full millage rate to all amounts, whether designed as "exempt" or "non-exempt" by DOR). The SSRCs under Section 2 of the Special Source Revenue Credit Agreement dated _____, 2020 between Beaufort County, South Carolina and Project Stone (the "Credit Agreement") should be determined by subtracting the Total FILOT Tax Payment above from the ad valorem taxes that would be due based upon the ad valorem tax calculations as described in this paragraph. The difference in these figures is the Net Fee Payment, as defined in Section 2 of the Credit Agreement. The Net Fee Payment should equal the "Total FILOT Tax Payment" as defined above.

The County Auditor should check the calculation of the Total FILOT Tax Payment by determining the gross cost of all land, buildings, and building improvements listed in the Company's applicable PT-300 filing, multiplying that total by 6% and a millage rate of .2731. This figure should match the Real Property FILOT Tax Payment described above. The County Auditor should then take the depreciated value of all machinery and equipment from the DOR certification (whether it is listed as exempt or non-exempt) and multiply that total by 6% and a millage rate of .2731. This figure should match the Personal Property FILOT Tax Payment described above. It may be helpful for the County Auditor to provide copies of the DOR certification to the Company upon receipt in order to avoid any confusion with the calculations.

Note to Company: A copy of a separate PT-300 schedule filed with SCDOR listing only assets placed in service in the Investment Period, as defined in the Credit Agreement must be included with this filing.

THIS CERTIFICATION SHALL BE FILED ANNUALLY WITH THE

BEAUFORT COUNTY AUDITOR, 100 RIBAUT RD BEAUFORT, SC 29902
ON OR BEFORE AUGUST 1 OF EACH YEAR.

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this "***Agreement***") is entered into this [__] day of [__], 2021 (the "***Effective Date***"), by and between the Town of Port Royal, South Carolina (the "***Town***"), a municipality and political subdivision of the State of South Carolina (the "***State***"), and Beaufort County, South Carolina (the "***County***"), a county and political subdivision of the State, each a "***Party***" and together the "***Parties***."

RECITALS

WHEREAS, the County and Jasper County, South Carolina ("***Jasper***" and together with the County, the "***Counties***") are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the *"**MCIP Law***") to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as Triple B Restaurant Holdings (f/k/a Project Burger) (the "***Company***") has proposed establishing or expanding certain manufacturing facilities on property located within the County and the Town (the "***Project***"), and has requested that the County place the Project within a multi-county industrial or business park (the "***Park***") under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a "Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)" (the "***Master Agreement***"), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax ("***FILOT***") revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the "***Jasper Allocation***").

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the "***SSRC Agreement***") wherein the Company, prior to payment of the Jasper Allocation, will be provided a special source revenue credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the "***SSRC Provisions***"). The FILOT revenues that remain after application of the Jasper Allocation and the SSRC Provisions is defined for the purposes herein as the "***Net FILOT Revenue***".

WHEREAS, the properties related to the Project ("***Project Property***") within the Park encompass a portion of the Town, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the Town prior to the creation of the Park.

WHEREAS, the Town has previously enacted Ordinance No. 2011-23 dated February 8, 2012, the provisions of which established and approved the "Town of Port Royal, South Carolina Seaport Redevelopment Plan" (the "***Seaport TIF***") - the terms of which constitute a "redevelopment plan" as such term is defined in South Carolina Code Annotated Section 31-6-30(5).

WHEREAS, pursuant to South Carolina Code Annotated Section 4-29-68(F), the FILOT revenues derived within any "Redevelopment Project Area" (as defined in South Carolina Code

Annotated Section 31-6-30(7)) shall be allocated in accordance with the ordinance creating and approving the redevelopment plan as if the FILOT revenues remained ad valorem taxes, and all revenues collected in the redevelopment project area that are not subject to the ordinance creating and approving the redevelopment plan become payments in lieu of taxes.

WHEREAS, the property within the Town subject to the Seaport TIF constitutes a Redevelopment Project Area as described in the foregoing recital.

WHEREAS, respecting the Seaport TIF: (i) the County Assessor is responsible for determining the "Total Initial Assessed Value" and the "Incremental Assessed Value", as such terms are respectively defined in the Seaport TIF;[1] (ii) ad valorem taxes applicable to the Total Initial Equalized Assessed Value, if any, shall be paid to the respective taxing districts (by the County Treasurer) in the manner required by law in the absence of the Seaport TIF ("***Baseline Taxes***"); and (iii) ad valorem taxes applicable to the Incremental Assessed Value shall be captured as the revenues of the Seaport TIF ("***TIF Revenues***") and deposited into the Special Tax Allocation Fund (as defined in the Seaport TIF).

WHEREAS, the Project Property is located within the Redevelopment Project Area and the FILOT revenues derived thereunder shall be distributed in conformity with the terms of the Seaport TIF as provided in Section 3 of this Agreement.

WHEREAS, the Town and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the Town's commitment and consent to the creation of the Park; (iii) ratify and confirm the existence of the Seaport TIF and the distribution of Net FILOT Revenues thereunder; and (iv) provide the methodology for distribution of Net FILOT Revenues to the Town if and when the Seaport TIF is terminated.

WHEREAS, the Town and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. **Binding Agreement**; **Representations**.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability,

[1] Upon information and belief, the Total Initial Assessed Value is $0.00, and therefore the Incremental Assessed Value shall capture all assessed value growth within the Seaport TIF.

to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. **Location of the Park; Consent; Limitations.**

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the Town, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the Town consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the Town without receiving the Town's prior written consent to any such enlargement or diminution.[2]

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the Town.

3. **Distribution of Net FILOT Revenue under Seaport TIF.**

(A) The Town agrees that the FILOT revenues derived from the Company within the Park shall be directly reduced by the amount attributable to the SSRC Provisions and the Jasper Allocation. Thereafter, the Net FILOT Revenues shall be distributed as follows:

(i) amounts otherwise attributable as Baseline Taxes, if any, shall be distributed in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park; and

(ii) amounts otherwise attributable as TIF Revenues shall be transferred to the Town for deposit into the Special Tax Allocation Fund, subject, however to the terms of Seaport TIF pertaining to distribution of revenues derived from the Seaport TIF. The County makes no representations and assumes no responsibility as to the portion of the TIF Revenues allocable to Beaufort County School District ("***BCSD***") under the Seaport TIF, and the Town is solely responsible for making any distributions of TIF Revenues to BCSD under the terms of the Seaport TIF.

(B) In the event the Seaport TIF is terminated prior to the termination of this Agreement for any reason, the Net FILOT Revenues shall be subject to distribution under the provisions of Section 4 below.

4. **Distribution of Net FILOT Revenue After Seaport TIF**. In the event the Seaport TIF terminates prior to the termination of this Agreement, the Town's share of the Net FILOT Revenues that remain after the allocation of the SSRC Provisions and the Jasper Allocation shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

[2] Contemporaneously with the execution of this Agreement, the Town has additionally authorized a separate agreement related to Project Stone, which is also located within the Park.

5. **Termination**. The Town and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

6. **Records**. The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of Town and County procedures.

7. **Severability**. In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

8. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

TOWN OF PORT ROYAL, SOUTH CAROLINA

By: _____
Town Manager

(SEAL)

ATTEST:

By: _____
Town Clerk

[*Signature Page of the County on Following Page*]

BEAUFORT COUNTY,
SOUTH CAROLINA

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT A

LEGAL DESCRIPTION - PROJECT BURGER/TRIPLE B RESTAURANT HOLDINGS LLC

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, containing 0.59 acres, more or less, and being more particularly shown as Parcel "F" on that certain plat prepared by David E. Gasque, R.L.S., dated October 14, 2019, and recorded in Plat Book 152 at Page 181 in the Office of the Register of Deeds for Beaufort County, South Carolina (this plat supersedes that plat dated September 20, 2019, and recorded in Plat Book 152 at Page 150 in the Office of the Register of Deeds for Beaufort County, South Carolina). For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

This is the same property conveyed to Triple B Restaurant Holdings, LLC by deed from Grey Ghost Property Holdings, LLC, recorded in Book 3806 at Page 1628 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMP R113-010-000-0375-0000

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

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDITAGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND MGRSC PROPERTY, LLC PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County (the "County"), a public body corporate and politic under the laws of the State of South Carolina, desires to enter into a Special Source Revenue Credit Agreement (the "SSRC Agreement") with MGRSC Property, LLC (the "Company"), which shall provide special source revenue credits for a project qualifying under the provisions of Section 4-29-68 and Title 1, Chapter 4, Sections 170 through 175 of the Code of Laws of South Carolina 1976, as amended (the "Act");

WHEREAS, the County and the Company desire to enter into the SSRC Agreement concerning the expansion of a manufacturing facility in the County through the acquisition of a building and related improvements thereon and/or therein; the construction of additional improvements; and/or the acquisition of personal property, including, but not limited to, all equipment, machinery, and/or furnishings, the cost of which is estimated to be $3,190,000 over five years, and which is anticipated to create approximately 26 new, full-time jobs in the County (the "Project"); and

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas; and

WHEREAS, in order to induce the Company to locate the Project in the County, the County has agreed to make available to the Company certain benefits intended by the Act; and

WHEREAS, the Company has caused to be prepared and presented to the Beaufort County Council, the governing body of the County (the "County Council"), the SSRC Agreement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it appears that the SSRC Agreement is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the SSRC Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the payments set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the SSRC Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the SSRC Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this ____ day of _____, 2020.

BEAUFORT COUNTY,
SOUTH CAROLINA

Signature: _____
Name: Joseph Passiment
Title: Chair, Beaufort County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, the undersigned, Clerk to County Council of Beaufort County, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Beaufort County Council, South Carolina, as of this ____ day of _____, 2020.

Signature: _____
Name: Sarah W. Brock
Title: Clerk to County Council

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

MRGSC PROPERTY, LLC

and

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2020

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Credit Agreement") is made and entered into as of _____, 2020, by and among BEAUFORT COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Beaufort County Council ("County Council") as the governing body of the County, and MRGSC Property, LLC ("Company").

WITNESSETH

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. The County has created or will create with Jasper County, South Carolina a multi-county industrial park ("Park) pursuant to a multi-county industrial park agreement ("Park Agreement") entered into pursuant to the terms of the MCIP Act; and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a multi county industrial park, are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, annual payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park (each, a "Fee Payment"); and

WHEREAS, the County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, and Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, including Section 4-29-68 (collectively, the "SSRC Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide credits ("Special Source Revenue Credits" ("SSRC")) for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (defined herein) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a multi-county industrial park in order to facilitate the grant of SSRCs; and

WHEREAS, the Company is planning an investment consisting of the expenditure of approximately $3,190,000 in taxable investment ("Investment") in connection with the acquisition by construction, lease, and/or purchase of certain land, buildings, furnishings, fixtures, and/or equipment and the creation of approximately 26 new, full-time jobs for the purpose of expanding a manufacturing facility in the County (collectively, the "Project"); and

WHEREAS, the Project will comprise a portion of real property located entirely in the County of Beaufort, with improvements thereon, which is described more fully in Exhibit A, attached hereto ("Project Site"); and

WHEREAS, the County Council has determined that the Credit Agreement is an appropriate instrument to induce the Company to invest in the Project and create jobs in the County.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Credit Agreement, the parties agree to the following:

Section 1. Representations of the Company and County.

Section 1.1 The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Company is a corporation duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, have power to enter into this Credit Agreement, and by proper corporate action have been duly authorized to execute and deliver this Credit Agreement.

(b) The Company is or intends to become the owner of the Project Site.

(c) This Credit Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(d) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company other than as may be created or permitted by this Credit Agreement.

(e) The agreement of the County to enter into this Credit Agreement and provide the SSRCs has been instrumental in inducing the Company to make the Investment in the Project.

Section 1.2 The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provision of the Act is authorized and empowered to enter into the transactions contemplated by the Credit Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Credit Agreement and any and all other agreements described herein or therein.

(b) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions,

or provisions of any agreement or instrument to which the County is now a party or by which it is bound, or will constitute a default under any of the foregoing

Section 2. Fee Payments and SSRCs.

The County grants an annual SSRC to the Company, for a period of twenty (20) years ("Credit Period") against each annual Fee Payment due for Investment made in the Project that has been placed into service beginning in 2020 and by December 31, 2025 ("Investment Period"). Any SSRC provided under this Credit Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the SSRC Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and Project Site, for improved or unimproved real estate, or for machinery and equipment. In no event shall the aggregate amount of SSRCs received as of any point in time exceed the amount of the Company's aggregate amount of expenses toward such eligible expenditures as of such time. The SSRCs shall be calculated as follows:

Real Property Ad Valorem Tax Payment calculated as a standard property tax without regard to this Credit Agreement	Real Property Ad Valorem Tax Payment
Personal Property Ad Valorem Tax Payment calculated as a standard property tax without regard to this Credit Agreement	Personal Property Ad Valorem Tax Payment
Real Property Value (as it would be defined in Section 12-44-50 using gross cost as the applicable fair market value) **x** 6% Assessment Ratio **x** Fixed Millage Rate of 0.2867 =	Real Property FILOT Tax Payment
Personal Property Value (as it would be defined in Section 12-44-50 including the applicable statutory depreciation) **x** 6% Assessment Ratio **x** Fixed Millage Rate of 0.2867 =	Personal Property FILOT Tax Payment
(Real Property Ad Valorem Tax Payment + Personal Property Ad Valorem Tax Payment) – (Real Property FILOT Tax Payment + Personal Property FILOT Tax Payment) =	**Annual SSRC**

In calculating the Real Property Ad Valorem Tax Payment and Personal Property Ad Valorem Tax Payment, the Company agrees to waive Section 3(g) of Article X of the South Carolina Constitution as well as Section 12-37-220 (B)(32) and (34) of the Code of Laws of South Carolina. **[NOTE TO COUNTY AUDITOR: IN PREPARING OR REVIEWING ANNUAL CALCULATIONS, APPLY THE FULL MILLAGE RATE, WITHOUT REDUCTION FOR ANY ABATEMENT, TO BOTH THE "EXEMPT" AND "NON-EXEMPT" AMOUNTS CERTIFIED BY DOR IN CALCULATION THE AD VALOREM TAX AMOUNTS.]**

In order to assist the County in preparing the annual tax bills, the Company shall file an annual certification with the County Auditor on or before August 1 of each year in the form attached hereto as Exhibit B. Further, the Company shall file a separate schedule with its annual PT-300 filing (or successor form) with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as "BEAUFORT COUNTY 2020 SSRC ASSETS," and a copy of the schedule should be provided to the County Auditor each year in connection with the filing of Exhibit B. Failure to file Exhibit B shall constitute a waiver of the SSRC for the applicable year.

The County shall credit the annual SSRC against the Fee Payment of the corresponding year to result in a "Net Fee Payment" to be due to the County from Company A and Company B.

Section 3. Minimum Investment

(a) In the event that the Company does not make and maintain capitalized investment in the County of at least $2,000,000 in the Project within and as of the end of the Investment Period, the SSRC as described in Section 2 above shall terminate both prospectively and retroactively, and the Company shall repay to the County any shortfall in the Net Fee Payments made under this Credit Agreement and the payments that would have been due and payable had this Credit Agreement not been in effect. This repayment obligation is a contractual obligation, and the Company hereby waives any statute of limitations defense that would in any way reduce the amount of this obligation. For purposes of this paragraph, capitalized investments shall be calculated based on gross cost without regard to depreciation.

(b) Any amounts determined to be owing pursuant to this Section 3 shall be subject to interest at the rates in effect for the late payment of ad valorem taxes and shall be due within 90 days after the last day of the Investment Period.

Section 4. Project Shall Remain in the Park. The County shall use its best efforts to ensure that the Project, once placed in the Park, will remain in the Park for a period not less than 20 years. If, for any reason, the Park Agreement is modified to exclude the Project, or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the SSRCs set forth in this Credit Agreement.

Section 5. Administration Expenses. The Company shall pay the County's legal fees incurred with the review and preparation of this Agreement. Such fees shall be paid within thirty (30) days of the Company's receipt of an invoice for such legal fees.

Section 6. Notices. Any notice, election, demand, request, or other communication to be provided under this Credit Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may subsequently furnish, in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Beaufort County, South Carolina
Attn: County Attorney
100 Ribaut Road
Beaufort, SC 29902

WITH A COPY TO: Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211-1889

AS TO THE COMPANY: MRGSC Property, LLC
[enter contact info]

Section 7. Binding Effect. This Credit Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Credit Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 8. Counterparts. The parties may execute this Credit Agreement in any number of counterparts, in original or by facsimile or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9. Governing Law. This Credit Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Credit Agreement and the SSRC Act, the SSRC Act controls.

Section 10. Amendments. The parties may modify or amend this Credit Agreement only in a writing signed by the parties.

Section 11. Further Assurance. From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably requests to evidence or effectuate the purposes of this Credit Agreement, subject to any approvals required to be obtained from County Council.

Section 12. Severability. If any provision of this Credit Agreement is illegal, invalid, or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid, or unenforceable provision are reformed to effectuate most closely the legal, valid, and enforceable intent and to afford the Company with the maximum benefits to be derived under this Credit Agreement and the SSRC Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage the Company to proceed with the Project in the County.

Section 13. Assignment. This Credit Agreement may be assigned in whole or in part only with the prior written consent or subsequent written ratification of the County.

Section 14. Limited Obligation. THIS CREDIT AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE

PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

Section 15. Indemnification.

(a) The Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Credit Agreement, and Company further, shall indemnify and save the County harmless from all claims arising during the term of this Credit Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Credit Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees related to the Project, (iv) any act of negligence related to the Project of any assignee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee of the Company, or (v) any environmental violation, condition, or effect related to the Project. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend the County in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Credit Agreement, or the undertakings required of the County hereunder, or by reason of the performance of any act requested of it by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, should the County, its agents, officers or employers incur any such pecuniary liability other than as a result of their own negligence or willful or intentional misconduct, the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action, prosecution or proceeding.

(c) These indemnification covenants shall be considered included in and incorporated by reference in any subsequent documents related to the Project or this Credit Agreement that the Company requests the County sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Credit Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

Signature: _____

Name: Joseph Passiment
Title: Chair, Beaufort County Council

(SEAL)
ATTEST:

Signature: _____
Name: Sarah W. Brock
Title: Clerk to County Council

IN WITNESS WHEREOF, the Company has caused this Credit Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

MRGSC PROPERTY, LLC

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

That certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-00445, Lot 15 in the Beaufort Commerce Park.

EXHIBIT B
ANNUAL CERTIFICATION

MRGSC PROPERTY, LLC

Real Property Value (as it would be defined in Section 12-44-50 using gross cost as the applicable fair market value) = $_____

Real Property FILOT Tax Payment = Real Property Value x 6% x .2731 = $_____

Personal Property Value (as it would be defined in Section 12-44-50 including the applicable statutory depreciation) = $_____

Personal Property FILOT Tax Payment = Personal Property Value x 6% x .2731 = $_____

Total FILOT Tax Payment = Real Property FILOT Tax Payment + Personal Property FILOT Tax Payment = $_____

Compliance Notes to County Auditor:

The SSRCs should be determined by first calculating the ad valorem taxes that would be due based upon the DOR certification issued directly to the County (but applying the full millage rate to all amounts, whether designed as "exempt" or "non-exempt" by DOR). The SSRCs under Section 2 of the Special Source Revenue Credit Agreement dated _____, 2020 between Beaufort County, South Carolina and Project Stone (the "Credit Agreement") should be determined by subtracting the Total FILOT Tax Payment above from the ad valorem taxes that would be due based upon the ad valorem tax calculations as described in this paragraph. The difference in these figures is the Net Fee Payment, as defined in Section 2 of the Credit Agreement. The Net Fee Payment should equal the "Total FILOT Tax Payment" as defined above.

The County Auditor should check the calculation of the Total FILOT Tax Payment by determining the gross cost of all land, buildings, and building improvements listed in the Company's applicable PT-300 filing, multiplying that total by 6% and a millage rate of .2731. This figure should match the Real Property FILOT Tax Payment described above. The County Auditor should then take the depreciated value of all machinery and equipment from the DOR certification (whether it is listed as exempt or non-exempt) and multiply that total by 6% and a millage rate of .2731. This figure should match the Personal Property FILOT Tax Payment described above. It may be helpful for the County Auditor to provide copies of the DOR certification to the Company upon receipt in order to avoid any confusion with the calculations.

Note to Company: A copy of a separate PT-300 schedule filed with SCDOR listing only assets placed in service in the Investment Period, as defined in the Credit Agreement must be included with this filing.

THIS CERTIFICATION SHALL BE FILED ANNUALLY WITH THE
BEAUFORT COUNTY AUDITOR, 100 RIBAUT RD BEAUFORT, SC 29902

ON OR BEFORE AUGUST 1 OF EACH YEAR.

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this "***Agreement***") is entered into this [__] day of [__], 2021 (the "***Effective Date***"), by and between the City of Beaufort, South Carolina (the "***City***"), a municipality and political subdivision of the State of South Carolina (the "***State***"), and Beaufort County, South Carolina (the "***County***"), a county and political subdivision of the State, each a "***Party***" and together the "***Parties***."

RECITALS

WHEREAS, the County and Jasper County, South Carolina ("***Jasper***" and together with the County, the "***Counties***") are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the *"**MCIP Law***") to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as MRGSC Property, LLC (f/k/a Project Garden) (the "***Company***") has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the "***Project***"), and has requested that the County place the Project within a multi-county industrial or business park (the "***Park***") under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a "Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)" (the "***Master Agreement***"), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax ("***FILOT***") revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the "***Master Agreement Jasper Allocation***").

WHEREAS, to the best of the County's knowledge, the Project Property (as defined herein) is currently included in the Agreement for Development of Joint County Industrial and Business Park between the County and Jasper dated December 31, 1999 (the "***Prior MCIP Agreement***"), but the County is unable to locate the Prior MCIP Agreement.

WHEREAS, the County acknowledges that the Project Property will not be effectively included in the Master Agreement prior to the expiration of the Prior MCIP Agreement with respect to such property, but the County is unable to determine such expiration date definitively.

WHEREAS, in order to eliminate uncertainty with respect to such expiration date, the County has agreed to modify the revenue allocation provisions governing revenues collected and distributed by the County pursuant to the Prior MCIP Agreement to ensure that such allocations are identical to the allocations in the Master Agreement and Section 3 of this Agreement.

WHEREAS, upon information and belief, the Prior MCIP Agreement also provides for a standard 1% allocation of FILOT revenue to Jasper (the "***Prior MCIP Agreement Jasper Allocation***").

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the "***SSRC Agreement***") wherein the Company, prior to payment of the Master Agreement Jasper Allocation, will be provided a special source revenue

credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the "***SSRC Provisions***"). The FILOT revenues that remain after application of the Master Agreement Jasper Allocation or Prior MCIP Agreement Jasper Allocation, as applicable, and the SSRC Provisions is defined for the purposes herein as the "***Net FILOT Revenue***."

WHEREAS, the properties related to the Project, as is hereinafter more specifically described in Exhibit A hereto("***Project Property***"), within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District ("***Burton***").

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City's commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of Net FILOT Revenues to the City.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. **Binding Agreement**; **Representations**.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. **Location of the Park; Consent; Limitations.**

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.[1]

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions, the Master Agreement Jasper Allocation, or the Prior MCIP Agreement Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

(E) Upon the termination of the Prior MCIP Agreement in accordance with its terms, the Parties agree that the terms of the Master Agreement, as supplemented by the terms of this Agreement, shall control.

3. **Distribution of Net FILOT Revenue**.

(A) The City's share of the Net FILOT Revenues (the "***City's FILOT Portion***") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of $1.00 per year from the City's FILOT Portion.

4. **Termination**. The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records**. The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. **Severability**. In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

[1] Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Glass, which is also located within the Park.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

[*Signature Page of the County on Following Page*]

BEAUFORT COUNTY,
SOUTH CAROLINA

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT A

LEGAL DESCRIPTION - PROJECT GARDEN/MRGSC Property, LLC

That certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-00445, Lot 15 in the Beaufort Commerce Park.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
An Ordinance amending Ordinance number 2020/19 which established the solid waste and recycling enterprise fund
MEETING NAME AND DATE:
County Council, April 26, 2021
PRESENTER INFORMATION:
Kurt Taylor, County Attorney *5 minutes*
ITEM BACKGROUND:
Now that council has determined not to establish a solid waste user fee, the ordinance adopted last year to establish the Solid waste Enterprise Fund needs to be modified slightly.
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
n/a
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve amendments to Ordinance 2020/19

ORDINANCE NO. 2021/____

AN ORDINANCE AMENDING ORDINANCE 2020/19, WHICH ESTABLISHED A SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING, AND MAINTAINING SOLID WASTE AND RECYLCING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County Council of Beaufort County (the "***County Council***) the governing body of Beaufort County, South Carolina (the "***County***") has been granted authority by the South Carolina General Assembly, in accordance with the constitution and laws of the State of South Carolina (the "***State***"), "to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them." S.C. Code Ann. § 4-9-25; and

WHEREAS, in addition to the general powers described above, S.C. Code Ann. § 44-55-1210 provides that the County Council has express authority to determine "by ordinance or resolution . . . that the county shall engage in the collection and disposal of solid waste" and to levy service charges "against persons for whom collection services are provided whether such services are performed by the county, a municipality or a private agency"; and

WHEREAS, the solid waste services of the County are currently funded as part of the general fund of the County from *ad valorem* property taxes; and

WHEREAS, the County Council has determined that in order to most effectively meet its responsibilities under State law and to ensure adequate and equitable funding for its solid waste and recycling services, that the County shall form a solid waste and recycling enterprise system, provide for the flexibility to impose solid waste and recycling user fees in the future if approved by County Council, and establish a special solid waste and recycling enterprise fund to provide for the operations and capital needs of the solid waste enterprise system; and

WHEREAS, based on the recommendation of the Solid Waste and Recycling Board, established under Ordinance 2007/37, the County Council enacted Ordinance 2020/19 to form the solid waste and recycling enterprise system, and establish the solid waste and recycling enterprise fund as provided herein; and

WHEREAS, County Council has now determined that it is appropriate to establish a separate millage for funding the enterprise fund, rather than creating a user fee, which necessitates some modifications to ordinance 2020/19

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, as follows. The below modifications are hereby adopted to change the text of ordinance 2020/19:

SECTION 1. RECITALS INCORPORATED BY REFERENCE. The recitals stated above are incorporated by reference as if fully restated herein.

SECTION 2. AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES. In order to properly implement the Solid Waste and Recycling Enterprise System (as defined hereinbelow), certain amendments, supplement and additions to Chapter 62 – "Solid Waste", Article I – "In General" of the Beaufort County Code of Ordinances as provided hereinbelow.

A. Section 62-1 is amended and restated in its entirety as follows:

Sec. 62-1 – Establish and Administration of Solid Waste and Recycling Enterprise System

(a) There is hereby created the "Solid Waste and Recycling Enterprise System" of the County. The Solid Waste and Recycling Enterprise System shall be operated as an administrative division of the County under the responsibility of the Beaufort County Director of Solid Waste and Recycling. The County Administrator and the Director of Solid Waste and Recycling are authorized to (i) establish and organize the County's solid waste and recycling facilities as necessary for their useful and efficient operation, (ii) to establish necessary procedures, policies and guidelines for the use of the County's solid waste and recycling facilities, and (iii) to recommend appropriate millage or fee and rate schedules for consideration and approval by County Council, including any appropriate exemptions. Any millage, fee, charge or rate recommendations shall be based upon considerations that the County's Solid Waste and Recycling Enterprise System will be self-supporting, and adequately funded by all users and classes of users. Fees, charges, and rates shall not be charged to commercial or industrial users as they do not presently and directly benefit from the solid waste and recycling disposal services provided by the County; provided, however, fees, rates, and charges may be charged to all or a portion of such classes of users should such users directly benefit from County solid waste and recycling services in future periods. The County Administrator and the Director of Solid Waste and Recycling are further directed to keep County Council advised as to the progress in accomplishing these requirements.

(b) These provisions shall be applicable within the County and all County-owned solid waste and recycling facilities.

In addition to solid waste and recycling disposal services, other solid waste and recycling services may be provided within the County. Such other solid waste and recycling services may be provided within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body in the event (1) the municipality is not providing such services and has not budgeted or applied for funds for such services, or (2) permission of the municipal governing body has been obtained in connection with the provision of such services; otherwise, the County shall not render such services within such municipality.

The County finds, after due investigation, that the Solid Waste and Recycling Enterprise System programs, presently consisting of solid waste and recycling disposal, do not conflict, or compete in any way, with the solid waste and recycling services of the municipalities within the County and are entirely complementary thereof and separate therefrom. To the extent that a municipality engages in solid waste disposal, the County shall not engage in such service within such municipality, and appropriate fee exemptions, if necessary, shall be implemented.

The Director of Solid Waste and Recycling may request assistance from the various departments and other officials of the county or municipalities, as may be necessary for the orderly implementation of this chapter. Agreements, including any intergovernmental agreements with municipalities within the County, necessary or desirable and regulations promulgated to carry out this chapter are authorized and shall be subject to prior review and approval of County Council.

B. Section 62-2 shall be supplemented by the addition of new paragraph (c), as follows:

(c) In addition to the foregoing authority, purposes, and general matters, the County finds the Solid Waste and Recycling Enterprise System shall subserve the following additional purposes:

(i) To promote the public health, safety and welfare;

(ii) To ensure that solid waste is transported, stored, treated, processed and disposed of in a manner adequate to protect human health, safety and welfare and the environment;

(iii) To promote the reduction, recycling, reuse and treatment of solid waste and the recycling of materials which would otherwise be disposed of as solid waste;

(iv) To provide an efficient method for the collection, transportation, storage, handling, treatment, reduction, recycling, reuse and disposal of solid waste in the county through the establishment, construction and operation of solid waste collection sites and other facilities for the use and benefit of residents of the County and other municipalities, entities or persons who contract for the use of County facilities for the collection of permitted solid waste in accordance with county ordinances and regulations; and

(v) To protect and preserve the quality of the environment and to conserve and recycle natural resources.

C. Section 62-6 shall be added as follows:

Sec. 62-6 – Uniform Service Charges.

(a) The County Council shall impose millage as part of its annual budget process to fund the Solid Waste and Recycling Enterprise System. At any point in the future, County Council may, by ordinance imposed uniform service charges, and rates fees, and charges. The proceeds from the millage, uniform service charges, and rates, fees and charges established by County Council shall be used to pay in whole or in part the costs of acquiring, equipping, operating, and maintaining facilities and sites for the collection, transportation, storage, handling, separation, treatment, reduction, recycling, reuse, and disposal of household solid waste generated within the County.

(b) If imposed, there shall be a uniform residential solid waste fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, in accordance with the then prevailing fee schedule, subject to the rules and regulations governing the Solid Waste and Recycling Enterprise System, and further subject to any applicable exemptions, which exemptions shall include, but not be limited to, a complete or partial exemption for users in any municipality within the County to the extent the respective municipality provides a service in lieu of the County. In addition to fees, charges, and rates with respect to solid waste and recycling disposal services, fees, charges, and rates in connection with other solid waste and recycling services may be imposed within the corporate limits of a municipality in the County by contract with an individual, corporation, or municipal governing body to the extent the County is providing solid waste and recycling services in a municipality pursuant to Section 62-1(b).

Residential solid waste fees, if imposed, shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice

and collected by the county treasurer, pursuant to state law. The fiscal officers of the county shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

(c) Further, if residential solid waste charges are imposed, there shall be imposed a late fee and supplemental processing charge, for all solid waste fees not timely remitted to the county treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the county shall impose an additional annual penalty. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner or record responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner.

D. Section 62-7 shall be added as follows:

Sec. 62-7 – Special Fund

All taxes, charges, rates, fees, or other revenues collected pursuant to this chapter shall be deposited to a special fund to be known as the Solid Waste and Recycling Enterprise Fund, and all funds deposited in the Solid Waste and Recycling Enterprise Fund shall be expended for the administration, operation, and maintenance of the County solid waste and recycling programs and the acquiring, constructing, renovating, and equipping of apparatus and facilities necessary or convenient therefor. Should the County issue bonds or enter into other obligations the proceeds of which benefit the Solid Waste and Recycling Enterprise System, it may secure such bonds and other obligations with a pledge of all or a portion of the revenues deposited to or derived from the Solid Waste and Recycling Enterprise Fund. Nothing shall prohibit the creation of sub-funds or accounts as may be necessary or appropriate.

SECTION 3. PUBLIC HEARING. Prior to the imposition of any user fees or charges, a public hearing shall be held in compliance with Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended prior to third and final reading of this ordinance.

SECTION 4. SEVERABILITY. If any Section, Subsection, or Clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining Sections, Subsections and Clauses shall not be affected thereby.

SECTION 5. CONFLICTING ORDINANCES REPEALED. If any Section, Subsection, or Clause of this ordinance shall conflict with any Section, Subsection or Clause of a

preceding ordinance of the County, then the preceding Section, Subsection or Clause is hereby repealed and no longer in effect.

SECTION 6. EFFECTIVE DATE; IMPLEMENTATION. This ordinance shall be effective upon enactment hereof; provided, however, that the provisions hereof shall not be implemented until the effective date of the Fee Ordinance.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

Chronology:
Third and Final Reading
Public Hearing
Second Reading
First Reading

ORDINANCE NO. __

AN ORDINANCE CONSENTING TO THE INCLUSION OF CERTAIN PROPERTY IN A JOINT COUNTY INDUSTRIAL PARK WITHIN THE TOWN OF PORT ROYAL, SOUTH CAROLINA; APPROVING CERTAIN INTERGOVERNMENTAL AGREEMENTS BY AND BETWEEN THE TOWN AND BEAUFORT COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, be it ordained by the Town Council of the Town of Port Royal (the "***Town Council***"), the governing body of the Town of Port Royal, South Carolina (the "***Town***"), in a meeting duly assembled as follows:

Section 1 Findings. The Town Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this "***Ordinance***"):

(1) The Town is a body politic and corporate located in Beaufort County, South Carolina (the "***County***"), entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina (the "***State***").

(2) The County is authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (together, the "***MCIP Law***") to enter into agreements (a "***Park Agreement***") with other counties within the State for the purpose of creating joint county industrial and business parks (a "***Park***"). Pursuant to Section 4-1-170(C) of the MCIP Law, if any Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to the creation of the Park.

(3) Two companies, one identified as Project Burger (Triple B Restaurant Holdings, LLC) and another identified as Project Stone (REHC, LLC) (together, the "***Companies***") have proposed establishing or expanding certain manufacturing facilities on property located within the County and the Town (the "***Projects***"), and have requested that the County place the Projects within a Park and enter into fee agreements pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, which provide for the payment a negotiated fee-in-lieu-of-tax ("***FILOT***") with respect to certain property of the Companies.

(4) The Town and the County desire to enter into two separate Intergovernmental Agreements (together, the "***IGAs***") pursuant to which the Town will evidence its consent to the inclusion of the Projects within a Park and the County will agree to a certain allocation of FILOTs paid with respect to property situated within the Park to the Town.

Section 2 Approval of IGAs. The IGAs, the forms of which are attached to this Ordinance at **Exhibits A** and **B**, respectively, are hereby approved. The Mayor is hereby authorized to execute and deliver the IGAs and, with the advice of counsel, to approve such changes to the final form of the IGAs as are necessary and convenient to carry out the intent of this Ordinance and which are not adverse to the interests of the Town, and the execution and the delivery of the final form of the IGAs by the Mayor is to serve as conclusive evidence of the approval thereof by the Town.

Section 3 Effective Date; Repealer. This Ordinance is to be effective as of the date of its second and final reading. All prior ordinances and resolutions conflicting with the provisions of this Ordinance are hereby repealed.

DONE AND ENACTED in a meeting duly assembled this __ day of __, 2021

TOWN OF PORT ROYAL, SOUTH CAROLINA

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk to Council

First Reading: _____, 2021
Second Reading: _____, 2021

EXHIBIT A

Form of Agreement – Project Burger

EXHIBIT B

Form of Agreement – Project Stone

Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix:

Name: Whitney Richland

Suffix:

Title: Chief Financial Officer

Agency: Beaufort County

Mailing Address: Post Office Box 1228

City: Beaufort

State: SC

9 Digit Zip: 29901-1228

(Area) Phone Number: (843) 255-2289

(Area) Fax Number: (843) 255-9422

E-Mail Address: whitney.richland@bcgov.net

Signature:

Bonded: yes◉ no○

South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

April 1, 2021

Mr. Eric L. Greenway, Interim County Administrator
Beaufort County
Post Office Drawer 1228
Beaufort, South Carolina 29902-1228

RE: Paul Coverdell Forensic Science Improvement Grant Program No. 1NF19005
BCSO Forensic Service Laboratory Improvement Project-Concentration on Upgrading Instrumentation and Improving the Management and Control of Documentation

Dear Administrator Greenway:

I am pleased to provide you with a grant award approved by this office in the amount of $134,669 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed grant award within 30 days from the date of this award. The OHSJP is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If a subgrantee chooses to continue to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Grant award documents may be sent electronically to Kayla Boston at KaylaBoston@scdps.gov or via postal mail to the following address:

Ms. Kayla Boston, Administrative Assistant
Office of Highway Safety and Justice Programs
S.C. Department of Public Safety
Post Office Box 1993
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for programmatic progress reports are indicated within the attached special conditions.

Sincerely,

Phil Riley
Interim Director

Enclosures
c: Lieutenant Renita L. Berry
Paul Coverdell Forensic Science Improvement Grant Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee:	Beaufort County Sheriff's Department		
Grant Title:	BCSO Forensic Service Laboratory Improvement Project - Concentration on Upgrading Instrumentation and Improving the Management and Control of Documentation		
Grant Period:	4/1/2021 – 12/31/2021	Date of Award:	4/1/2021
Amount of Award:	$134,669	Grant No.:	1NF19005

In accordance with the provisions of the Paul Coverdell Forensic Science Improvement Grant Program, CFDA No. 16.742 (Federal Formula Grant #2019-CD-BX0022), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized for the Paul Coverdell Forensic Science Improvement Grants Program.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE	ACCEPTANCE FOR THE SFA
Signature of Official Authorized to Sign	Office Of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution for acceptance of a grant award to the Beaufort County Sheriff's Office.

MEETING NAME AND DATE:

County Council meeting May 26, 2021

PRESENTER INFORMATION:

Lt. Renita L. Berry – BCSO Forensic Services Laboratory Director and 2019 Paul Coverdell Forensic Science Improvement Program Project Director – Grant Number 1NF19005

ITEM BACKGROUND:

The 2019 Paul Coverdell Forensic Science Improvement Program application was submitted in October 2019 and was approved in April 2021. $134,669 was awarded for the updating of technology and instrumentation.

PROJECT / ITEM NARRATIVE:

The awarded funding will be used to purchase a new Gas Chromatograph Mass Spectrometer (GCMS) which will replace the one purchased in 2001 along with other improvements of other laboratory technologies.

FISCAL IMPACT:

Funding of $134,699 to purchase the GCMS.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends that Council approve the grant award to the Beaufort County Sheriff's Office.

OPTIONS FOR COUNCIL MOTION:

Approve or decline acceptance of the grant award.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance authorizing the execution and delivery of Utility Easements #901550 & 901551 encumbering property owned by Beaufort County.
MEETING NAME AND DATE:
County Council Meeting Monday, April 26, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
Item approved by Public Facilities Committee on 4-19-2021 Beaufort County has requested electrical services for a shed located on the Public Works South Complex. Dominion Energy needs easements on County Parcels R600 040 000 0005 0000 & R600 039 000 0285 0000 to facilitate this request.
PROJECT / ITEM NARRATIVE:
The Public Works building located at 9 Benton Field Road (R600 039 000 0285 0000) has electrical services, however, the Southeastern property corner where the shed is located does not have electrical services. Dominion plans on providing service from County Parcel R600 040 000 0005 0000 which abuts the southern property line and is identified in Exhibit “A” of the requested easements.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting Utility Easements #901550 & 901551.
OPTIONS FOR COUNCIL MOTION:
Motion to approve granting Utility Easements #901550 & 901551. *Motion to deny* granting Utility Easements #901550 & 901551. ***(Next Step) Move PFC action to County Council vote on 4/26/2021***

Easement # 901550

INDENTURE, made this _____ day of _____**, 2021** by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort,** State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **25.00 acres,** more or less, and being the same lands conveyed to Grantor by deed of **Low Country School, Inc.**, dated or recorded **8/4/1988**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 507 at Page 779.**

All that certain piece, parcel, or tract of land, lying and being in Bluffton Township and being shown in Plat Book 35 at Page 228. The easement is for the Grantee's facilities more fully shown on Exhibit "A", attached hereto and made a part hereof, as reference only.

TMS: R600 040 000 0005 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Beaufort County

_____ **By:**_____ (SEAL)

1st Witness

Print Name:_____

_____

2nd Witness

Title:_____

Easement # 901550

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, _____as, _____ of **Beaufort County**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2021

_____
Signature of Notary Public State of SC

My commission expires: _____

_____
Print Name of Notary Public

RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC

Line: **9 BENTON FIELD RD// NEW SVC**

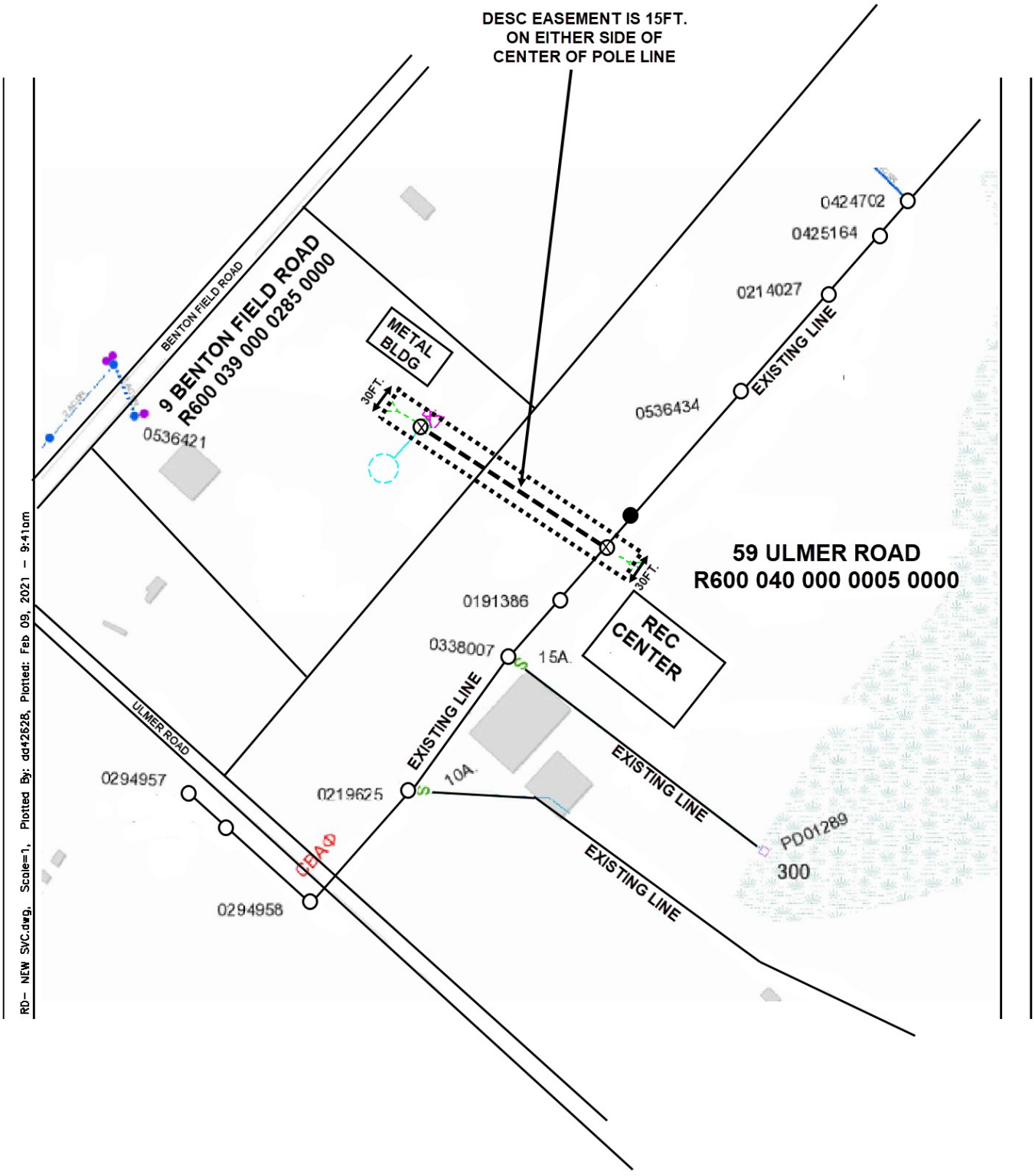
County: **Beaufort**

R/W File Number: **24658**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

EXHIBIT "A"


DESC EASEMENT IS 15FT.
ON EITHER SIDE OF
CENTER OF POLE LINE
9 BENTON FIELD ROAD
R600 039 000 0285 0000
BENTON FIELD ROAD
METAL BLDG
30FT.
0536421
0424702
0425164
0214027
EXISTING LINE
0536434
59 ULMER ROAD
R600 040 000 0005 0000
30FT.
0191386
0338007
15A.
REC CENTER
ULMER ROAD
EXISTING LINE
0294957
0219625
10A.
EXISTING LINE
EXISTING LINE
PD01289
300
0294958
RD- NEW SVC.dwg, Scale=1, Plotted By: dd42628, Plotted: Feb 09, 2021 - 9:41am

Easement # 901551

INDENTURE, made this _____ day of _____**, 2021** by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".
WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort,** State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **3.99 acres,** more or less, and being the same lands conveyed to Grantor by deed of **Alan A. Ulmer, Jr., etal**, dated or recorded **4/1/1992**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 595 at Page 1746.**

All that certain piece, parcel, or tract of land, lying and being in Bluffton Township and being shown as 3.99 acres on a plat in Deed Book 595 at Page 1748. The easement is for the Grantee's facilities more fully shown on Exhibit "A", attached hereto and made a part hereof, as reference only.

TMS: R600 039 000 0285 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.
WITNESS:

Beaufort County

_____ **By:**_____ (SEAL)
1st Witness

Print Name:_____

_____
2nd Witness

Title:_____

Easement # 901551

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, _____as, _____ of **Beaufort County**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2021

_____
Signature of Notary Public State of SC

My commission expires: _____

_____
Print Name of Notary Public

RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC

Line: **9 BENTON FIELD RD// NEW SVC**

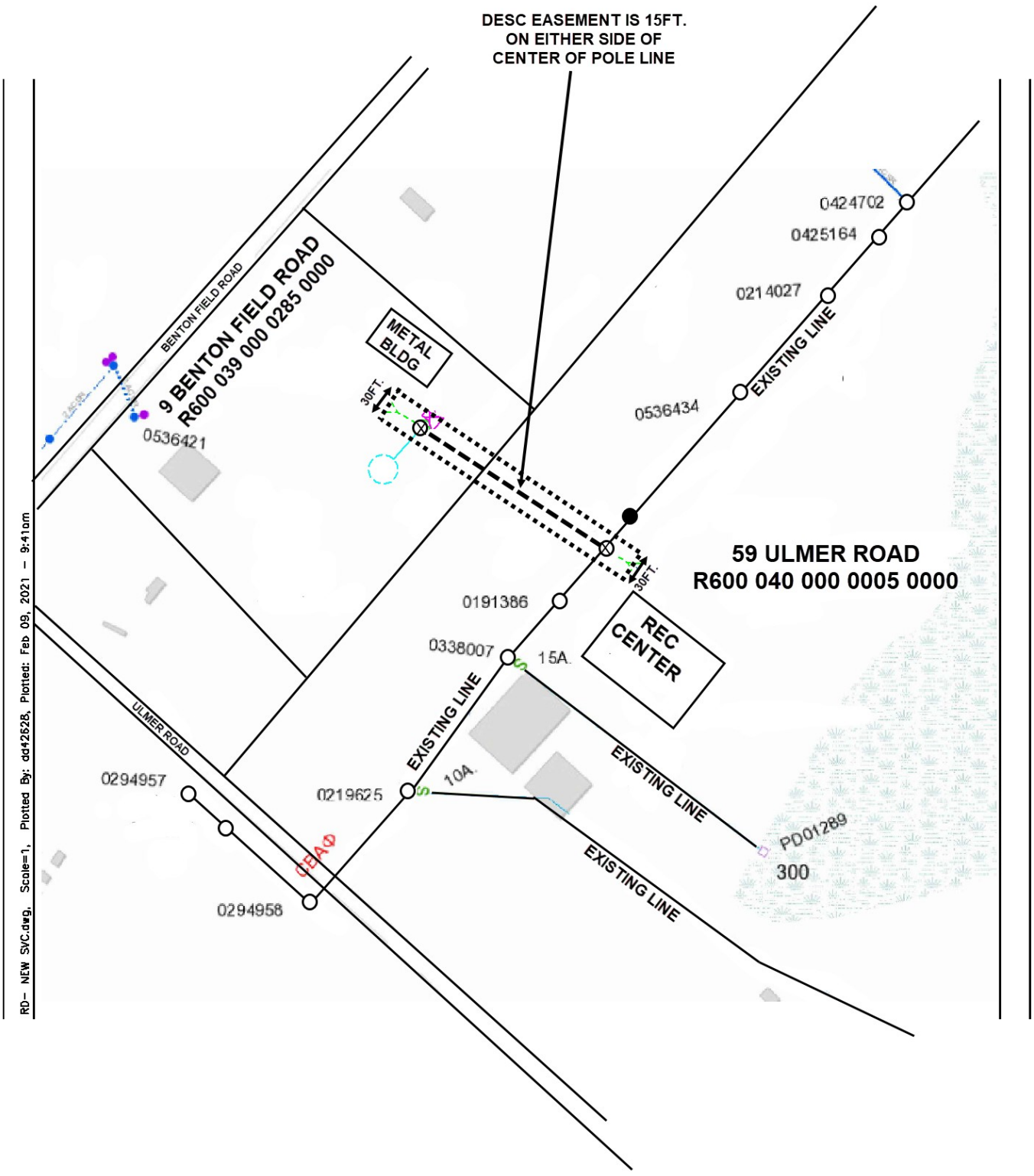
County: **Beaufort**

R/W File Number: **24658**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

EXHIBIT "A"


DESC EASEMENT IS 15FT.
ON EITHER SIDE OF
CENTER OF POLE LINE
9 BENTON FIELD ROAD
R600 039 000 0285 0000
BENTON FIELD ROAD
METAL BLDG
30FT.
0536421
0424702
0425164
0214027
EXISTING LINE
0536434
59 ULMER ROAD
R600 040 000 0005 0000
30FT.
0191386
0338007
15A.
REC CENTER
ULMER ROAD
EXISTING LINE
0294957
0219625
10A.
EXISTING LINE
EXISTING LINE
PD01289
300
0294958
RD- NEW SVC.dwg, Scale=1, Plotted By: dd42628, Plotted: Feb 09, 2021 - 9:41am

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation for additional work - Beaufort County Road Resurfacing Year 4 contract ($399,517)
MEETING NAME AND DATE:
County Council – April 26, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (5 mins)
ITEM BACKGROUND:
Year 4 resurfacing award to Eurovia Atlantic Coast (dba Blythe) was approved at County Council on February 22, 2021. Alternate costs included in their proposal were not included or accepted at that time. Upon further review of alternates and funding availability it is recommended that 4 of the 5 alternates be accepted and a change order issued. ***Public Facilities Committee approved item April 19, 2021***
PROJECT / ITEM NARRATIVE:
Per the attached change order #1 summary it is recommended that Twin Lakes, Duke Street (Marsh to Ribaut), Schwartz and Schork Roads be added to the Year 4 resurfacing scope of work.
FISCAL IMPACT:
Eurovia Atlantic Coast LLC, DBA Blythe change order #1 grand total **$345,902**. With a 5% contingency of **$19,025** and FDP Allowance of **$34**,**590** the total change amount is **$399,517**. The project will be funded from multiple sources; CTC fund balance $41,569, TAG fund balance $17,228, Road Impact Fee fund balance $290,720 and City of Beaufort contribution of $50,000. Beaufort County will encumber City of Beaufort's portion using Road Impact Fee fund balance as an agreement is being executed.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the approval of this change amount for additional resurfacing work under the Year 4 contract with Eurovia Atlantic Coast LLC, DBA Blythe.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of change order for Beaufort County Road Resurfacing Year 4 IFB #121020E to Eurovia Atlantic Coast LLC, DBA Blythe.

Year 4 Resurfacing - Change Order #1

ROAD NAME	Approx Length	TERMINI DESCRIPTION	COST	FUNDING
Change Order 1A				
Twin Lakes Rd (SCDOT)	0.15	Southside Blvd - Terminus	$ 35,991	
		FDP	$ 3,599	
		Contingency	$ 1,979	
		Grand Total	**$ 41,569**	**C Funds**
Duke Street (SCDOT)	0.08	Marsh Rd - Ribaut	$ 14,916	
		FDP	$ 1,492	
		Contingency	$ 820	
		Grand Total	**$ 17,228**	**TAG Fees**
Change Order 1B				
Schwartz Rd (Municipal)	0.57	Schein Loop - Schork Rd	$ 125,720	
		FDP	$ 12,572	
		Contingency	$ 6,915	
		Grand Total	**$ 145,207**	**Road Impact Fees - $120,207 City of Beaufort - $25,000**
Schork Rd (Municipal)	0.78	Schein Loop - Bay Pines Dr	$ 169,276	
		FDP	$ 16,928	
		Contingency	$ 9,310	
		Grand Total	**$ 195,513**	**Road Impact Fees - $170,513 City of Beaufort - $25,000**
		Change Order #1 Grand Total	**$ 399,517**	

Year 4 Resurfacing - Change Order #1

ROAD NAME	Approx Length	TERMINI DESCRIPTION	COST	FUNDING
Change Order 1A				**CTC & TAG**
Twin Lakes Rd (SCDOT)	0.15	Southside Blvd - Terminus	$ 35,991	
Duke Street (SCDOT)	0.08	Marsh Rd - Ribaut	$ 14,916	
		Subtotal	**$ 50,907**	
		FDP	**$ 5,091**	
		Contingency	**$ 2,800**	
		Grand Total	**$ 58,797**	
Change Order 1B				**Road Impact & City of Beaufort**
Schwartz Rd (Municipal)	0.57	Schein Loop - Schork Rd	$ 125,720	
Schork Rd (Municipal)	0.78	Schein Loop - Bay Pines Dr	$ 169,276	
		Subtotal	**$ 294,996**	
		FDP	**$ 29,500**	
		Contingency	**$ 16,225**	
		Grand Total	**$ 340,720**	
		Change Order #1 Grand Total	**$ 399,517**	

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommendation of Award RFQ#040920E 2018 One Cent Sales Tax Construction Engineering & Inspection Services ($3,347,718.68)

MEETING NAME AND DATE:

County Council – April 26, 2021

PRESENTER INFORMATION:

Jared Fralix, ACA -Engineering

(2 Minutes)

ITEM BACKGROUND:

In March 2020, Beaufort County published a solicitation for the Program Management, Construction Engineering and Inspection (CE&I) Services for the 2018 One Cent Sales Tax. In September 2020, County Council approved the Recommendation of Award to J.Bragg Consulting, Inc. for the Program Management portion of the solicitation whose sub-consultant for CE&I was F&ME Consultants. At the time, the only project nearing construction was Sam's Point Turn Lane, therefore; F&ME did not submit a full cost proposal for the program.

Public Facilities Committee approved item April 19, 2021

PROJECT / ITEM NARRATIVE:

As we are entering final design and approaching construction for multiple projects, F&ME has provided their estimated fees for the remaining 2018 Sales Tax Program projects.

FISCAL IMPACT:

F&ME Consultants has provided a fee of $3,043,380.68. Staff recommends a contingency of $304,338 (10%) bringing the total to $3,347,718.68. $1,390,080.68 is to be funded from the 2018 One Cent Sales Tax US 21 Corridor account with a balance of $24,491,262.93. $1,653,300 is to be funded from the 2018 One Cent Sales Tax Sidewalks/Multi-use Pathways account with a balance of $9,241,773.18. The contingency of $304,338 will be funded from either account dependent on any additional increases in a project.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends awarding the 2018 One Cent Sales Tax CE&I to F&ME Consultants as a sub-consultant to J.Bragg Consulting, Inc.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the recommendation of award of the 2018 One Cent Sales Tax CE&I to F&ME Consultants as a sub-consultant to J.Bragg Consulting, Inc.

February 22, 2021

Ms. Jennifer Bragg, PE
J. Bragg Consulting, Inc.
18 Daffodil Farm Way
Bluffton, South Carolina

Re.: Project CE&I Cost Estimate
2018 Beaufort County One Cent Sales Tax Program
Beaufort County, South Carolina
FME Project No: C8772

Dear Ms. Bragg:

F&ME Consultants, Inc. (FME) is pleased to present the attached estaitmed for providing CE&I for the 2018 Beaufort County One Cent Sales Tax Program projects identified in the attached.

In a Construction Management Monthly Meeting on February 1, 2021 representatives of J. Bragg Consulting, Inc (J. Bragg) and Beaufort County (County) requested that FME provide an estimate for providing CE&I for the 2018 Beaufort County One Cent Sales Tax Program projects identified in the attached. Shawn Epps, David Glenn, and Bryan Bauer of FME attended a Microsoft Teams call with Jennifer Bragg of J. Bragg Consulting on February 9, 2021 to further discuss the requested estimate. In the call, Ms. Bragg identified that the CE&I estimate should include priority pathway projects and Lady's Island Access Road projects. US 21 Main Corridor projects were to be excluded from the estimate. During the call Ms. Bragg also provided FME with the year the construction is anticipated to start. The intent of the attached CE&I estimate is to provide J. Bragg Consulting and the County with estimated fees for Construction Engineering and Inspection (CE&I) for the projects based on information currently known by the County and J. Bragg Consulting.

Ms. Bragg specified that cost estimates for the Lady's Island Access projects should be the "Construction Cost" item listed for each project in the *Lady's Island Corridor Study* prepared by Stantec and dated May 19, 2017. The construction cost estimates listed in the Stantec document were reported in 2017 dollars. Adjusted Construction costs were estimated by FME for each project by applying an inflation rate of three and one-half (3.5) percent per year for every year between 2017 and the anticipated construction start date. FME then applied an assumed percentage of ten (10) percent of the adjusted construction cost to obtain an anticipated fee for CE&I services.

Estimated construction costs for the pathway projects were per a *Preliminary Estimate* prepared by Infrastructure Consulting & Engineering (ICE) prepared on December 29, 2020. Priority pathway projects were identified from the Beaufort Penny Program website and confirmed by Ms. Bragg during the meeting on February 9, 2021. Anticipated construction begin dates were provided by Ms. Bragg during the meeting. Similar to the access road projects, FME adjusted the estimated construction costs by applying an inflation rate of three and one-half (3.5) percent per year between the original estimate creation year of 2020 and the anticipated construction begin date. FME then applied an assumed eight (8) percent of total construction cost to develop the CE&I estimates.

Estimated fees for CE&I are attached. FME anticipates that these fees will change as start dates and construction costs change.

FME looks forward to providing CE&I for these projects.

Sincerely,
FME

F. Bryan Bauer, PE
Project Manager

Project Category	Project Name	Estimated Construction Date[2]	Estimated Construction Cost[1]	Adjusted Construction Cost[3]	% for CEI	CEI Estimated Cost
Access Roads	Sunset Blvd/Miller Drive	2023	$3,390,129.18	$4,102,056.31	10.00%	$410,205.63
	Mayfair Court	2022	$302,192.11	$355,075.73	10.00%	$35,507.57
	Beaufort High School Access	2022	$1,273,561.81	$1,496,435.13	10.00%	$149,643.51
	Hazel Farm Rd/Gay Dr	2023	$2,045,964.04	$2,475,616.49	10.00%	$247,561.65
	Lady's Island Middle School Access	2022	$1,030,733.33	$1,211,111.66	10.00%	$121,111.17
	Meadow Brook Dr	2022	$487,083.33	$572,322.91	10.00%	$57,232.29
	Airport Frontage	2021	$3,235,253.17	$3,688,188.61	10.00%	$368,818.86
	Totals for Access Roads		$11,764,916.97	$13,900,806.84		$1,390,080.68

Project Category	Project Name	Estimated Construction Date[2]	Estimated Construction Cost[4]	Adjusted Construction Cost[5]	% for CEI	CEI Estimated Cost
Pathways	Bluffton Pkwy	2021	$250,000.00	$258,750.00	8.00%	$20,700.00
	Burnt Church Rd	2023	$1,000,000.00	$1,105,000.00	8.00%	$88,400.00
	Ulmer Rd	2023	$1,000,000.00	$1,105,000.00	8.00%	$88,400.00
	Shad Ave	2023	$1,000,000.00	$1,105,000.00	8.00%	$88,400.00
	Broad River Dr	2023	$2,000,000.00	$2,210,000.00	8.00%	$176,800.00
	Ribaut Rd	2022	$750,000.00	$802,500.00	8.00%	$64,200.00
	Meridian Rd	2023	$2,000,000.00	$2,210,000.00	8.00%	$176,800.00
	Martin Luther King Blvd	2023	$1,500,000.00	$1,657,500.00	8.00%	$132,600.00
	Middle Rd	2023	$1,500,000.00	$1,657,500.00	8.00%	$132,600.00
	Burton Hill Rd	2023	$750,000.00	$828,750.00	8.00%	$66,300.00
	Old Salem Rd	2023	$1,000,000.00	$1,105,000.00	8.00%	$88,400.00
	Salem Rd	2023	$1,500,000.00	$1,657,500.00	8.00%	$132,600.00
	Depot Rd	2022	$250,000.00	$267,500.00	8.00%	$21,400.00
	Broad River Blvd/Riley Rd	2023	$750,000.00	$828,750.00	8.00%	$66,300.00
	Stuart Point Rd	2023	$1,500,000.00	$1,657,500.00	8.00%	$132,600.00
	Big Estate Rd	2023	$2,000,000.00	$2,210,000.00	8.00%	$176,800.00
	Totals for Pathways		$18,750,000.00	$20,666,250.00		$1,653,300.00
	Overall Totals		$30,514,916.97	$34,567,056.84		$3,043,380.68

Notes:

[1] Access Road "Estimated Construction Cost" per *Lady's Island Corridor Study* prepared by Stantec dated May 19, 2017.

[2] Estimated construction dates provided by Jennifer Bragg in a meeting on February 9, 2021.

[3] "Adjusted Construction Cost" for access road projects based on an annual inflation rate of 3.5% beginning in 2017 to estimated construction year

[4] "Estimated Construction Cost" of pathway projects per *Preliminary Estimate* prepared by Infrastructure Consulting & Engineering (ICE) on December 29, 2020.

[5] "Adjusted Construction Cost" for pathway projects based on an annual inflation rate of 3.5% beginning in 2020 to estimated construction year

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommendation to Award IFB#021121E Earthwork & Site Utilities at Myrtle Business Park Commercial Development ($367,562)

MEETING NAME AND DATE:

County Council – April 26, 2021

PRESENTER INFORMATION:

Jared Fralix, ACA –Engineering (5 mins)

ITEM BACKGROUND:

The County has an agreement to sell 7.71 acres known as Myrtle Business Park to CSD Myrtle Park (CSDMP), LLC. The County will spend approximately $577,000 in utility tax credit funds (UTCF), for site work on the property, prior to conveyance of the property to CSDMP.

PROJECT / ITEM NARRATIVE:

On February 11, 2021, Beaufort County received four bids for IFB #021121E, Myrtle Park Site Development; Analysis of bids submitted reveal J S Construction Services the lowest, most responsive bidder. A summary of the bids are as follows:

1. J S Construction Service	**Earthwork & Utilities**	**$334,147.00**	Paving $351,670.00
2. Cleland Site Prep	Earthwork & Utilities	$390,843.95	Paving $359,912.26
3. CBG Inc.	Earthwork & Utilities	$370,255.09	Paving $424,005.27
4. Gulf Stream Const	Earthwork & Utilities	$502,713.38	Paving $375,655.09

- J S Construction is the lowest, most responsive bidder for Earthwork and Utilities, and is within 10% of the engineer's estimate of $295,575.
- Award for Paving not recommended at this time. It would be out of sequence of construction to have this work completed prior to construction of the buildings.
- The $577,000 in UTCF would be utilized by award of $334,147 (Earthwork/Utilities) and payment of the difference ($242,853) to CSDMP contractor for foundation work.

Public Facilities Committee approved item April 19, 2021

FISCAL IMPACT:

J S Construction total **$334,147**. With a 10% contingency of **$33,415** for the total amount of **$367,562**. The funding is utility tax credits fund account 4807 with a fund balance of $727,716.72.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the award of IFB 021121E (Earthwork/Utilities) to J S Construction Services.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award for Myrtle Business Park Earthwork & Site Utilities IFB 021121E to J S Construction Services.

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Project Name:	Myrtle Park Site Development
Project Number:	IFB 021121
Project Budget:	
Bid Opening Date:	11-Feb-21
Time:	3:00PM
Location:	Beaufort County Purchasing Department
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price	Earthwork & Site Utilities	Paving
CBG Inc.	X	X	X	X	Self Performing	Self Performing	**$ 794,260.36**	$ 370,255.09	$ 424,005.27
Cleland Site Prep	X	X	X	X	X	X	**$ 750,756.21**	$ 390,843.95	$ 359,912.26
Gulf Stream Construction Company	X	X	X	X	X	X	**$ 878,368.47**	$ 502,713.38	$ 375,655.09
JS Construction Services	X	X	X	X	Self Performing	Self Performing	**$ 685,817.00**	$ 334,147.00	$ 351,670.00

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer
Bid Recorder

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") is made and entered into this 16th day of ~~December~~ January, 2019, by and among Beaufort County, South Carolina, a political subdivision of the State of South Carolina (the "Seller" or the "County")), and **CSD MYRTLE PARK, LLC**, a South Carolina limited liability company (the "Purchaser"). The "Effective Date" shall be the date this Agreement has been executed by both parties.

STATEMENT OF BACKGROUND INFORMATION

A. The Seller is the owner of approximately 7.71 acres of real property commonly known as Myrtle Business Park (the "Business Park") in Beaufort County, South Carolina with tax map number R600 031000 1624 000 and being more specifically described in Exhibit A attached hereto (the "Property").

B. Seller desires to have 60,000 square foot of speculative buildings (the "Buildings") constructed on the Property for occupancy by light industrial, manufacturing and/or commercial businesses.

AGREEMENT

1. **Property**. Seller agrees to sell and Purchaser agrees to purchase the Property upon the terms and conditions hereinafter set forth. Purchaser acknowledges that Purchaser shall purchase the Property and Seller shall sell the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition.

2. **Purchase Price**. The purchase price (the "Purchase Price") shall be Six Hundred Thousand Dollars ($600,000.00), as follows:

(a) Upon the Effective Date of this Agreement, Purchaser shall pay to Seller as earnest money the sum of Sixty Thousand $60,000 (the "Earnest Money"). At Closing, the Earnest Money shall be credited against the Purchase Price.

(b) At Closing, Purchaser shall pay to Seller an additional Five Hundred Forty Thousand ($540,000) towards the Purchase Price by federal bank wire transfer.

3. **Earnest Money**. On the Effective Date, Purchaser will deposit with Haynsworth Sinkler Boyd, P.A., whose address is 1201 Main Street, Suite 2200, Columbia, SC 29201, the Earnest Money. The Earnest Money will be paid by check or wire transfer. The Earnest Money shall be fully refundable during the Inspection Period or if the conditions to closing are not met. In the event (i) any dispute arises between Seller and Purchaser regarding disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement.

Seller and Purchaser hereby jointly and severally release and waive any claims they may have against the Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage resulting from acts of wanton or willful misconduct while performing as Escrow Agent.

4. **Inspection Period**. For a period of forty-five (45) days following the latter of the Effective Date or the date Seller provides to Purchaser all Due Diligence Materials (such period being referred to as the "Inspection Period"), Purchaser shall conduct investigations of the Property to assess its ability to design, construct and finance the Buildings. Purchaser's inspections shall include, but not be limited to, soil borings, topographical studies, wetland studies, environmental studies, zoning and title examinations, curb cut locations, and any other construction or development investigations that Purchaser may deem necessary. In the event Purchaser elects not to purchase the Property, Purchaser shall provide written notice of such decision prior to the expiration of the Inspection Period. Upon such election, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder. If Purchaser does not terminate this Agreement by written notice to the Seller on or before the expiration of the Inspection Period, the Earnest Money, except as otherwise set forth herein, shall be deemed non-refundable.

Seller agrees, within ten (10) days of the Effective Date, to the extent not already provided, at no cost or expense to Purchaser, to provide to Purchaser copies of all surveys, site plans, studies, wetland reports, engineering reports, environmental studies, notices from government agencies pertaining to the Property, zoning information, utility information, title information and/or any other information pertaining to the Property, to the extent such are in the possession or control of Seller (the "Due Diligence Materials"). Seller shall disclose any material changes to the information supplied herein that occur prior to Closing. Seller shall notify Purchaser when all Due Diligence Materials have been provided (which notification may be made by email) and, if subsequent to the Effective Date, the Inspection Period shall begin the day after such notification.

Purchaser agrees to indemnify, defend, and hold harmless Seller and Seller's respective employees, agents, consultants from and against any and all claims, causes of action, damages, costs and expenses of any kind, including without limitation, reasonable attorneys' fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees or principals on the Property, as part of the exercise of Purchaser's rights hereunder; provided however, in no event shall Purchaser be responsible for any reduction of value of the Property resulting from the discovery of any hazards and substances on, or other defects in the Property. This indemnification provision set forth in this paragraph shall survive Closing or the earlier termination of this Agreement.

5. **Title and Survey**. Purchaser shall have the right, at its expense, to make such examinations of title and survey as it deems necessary or desirable. Purchaser shall notify Seller prior to the end of the 45-day Inspection Period of its objection to any matters of title (such objections being referred to as the "Title Exceptions") and of its objection to any matters of survey (such objections being referred to as the "Survey Exceptions"). Purchaser shall make such objections only for matters of title and survey that have a material adverse impact on the title of or use of the Property in Purchaser's sole discretion. Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's notice whether it will be able to cure or remove the

Title Exceptions and Survey Exceptions, as applicable. If Seller shall notify Purchaser that it is unable or unwilling to cure or remove any Title Exceptions or Survey Exceptions, then Purchaser shall have the option to terminate this Agreement, which shall be exercised within five (5) days of receipt of such notice from Seller, whereupon the Earnest Money will be refunded to Purchaser. If Purchaser does not give such notice of termination within said time, Purchaser shall be deemed to have waived such Title Exceptions and Survey Exceptions. All matters of title and survey as to which Purchaser does not give notice of a Title Exception or Survey Exception within the time period specified above, together with all Title Exceptions and Survey Exceptions which Purchaser is deemed to have waived pursuant to the preceding sentence, and the lien for current year property taxes not yet due and payable, are referred to collectively herein as the "Permitted Exceptions."

6. **Closing**. Closing (the "Closing") will be held upon a date and at a place mutually acceptable to both parties but shall be not later than fifteen (15) days following the completion of the site work performed pursuant to the agreement described in Section 7(d), unless extended by mutual agreement of the Seller and Purchaser. Closing shall occur at a time and place mutually satisfactory to Seller and Purchaser (the Closing Date").

7. **Conditions to Closing**. Purchaser's obligations to close shall be conditioned upon the waiver or satisfaction of the following conditions ("Conditions to Close"):

(a) Purchaser shall have prepared at its sole cost and expense and submit on a timely basis to the appropriate County officials certain architectural designs, layouts and/or landscaping plans for approval (the "Design Documents").

(b) Upon receipt of the County's approval of the Design Documents, Purchaser shall have prepared at its sole cost and expense, final engineering and architectural plans and specifications, and submit them to the County for issuance of needed construction permits and approvals. Purchaser must receive any required approvals prior to Closing or otherwise satisfy itself that such required approvals will be forthcoming. Said approvals shall include, but not be limited to a land disturbance permit for infrastructure work, building permits for construction of two approximately 30,000 square foot buildings (but not less than a total of 60,000 square feet) on the Property, and any required subdivision approvals to divide the Property into two separately subdivided parcels each containing one of the approximately 30,000 square foot buildings (collectively the "Permits").

(c) Upon issuance of the Permits, Purchaser shall obtain a contract reasonably acceptable to the County for performance of the portion of the work to be performed by the County prior to Closing, which is described in Section 7(d) below (the "County Work"). Upon approval, the County shall execute the construction contract for the County Work, and diligently pursue said County Work to completion in a good and workmanlike manner. Purchaser's engineer shall monitor and approve the County Work.

(d) The County has approximately $577,000 in utility tax credit funds ("UTC Funds") that can be utilized for site work on the Property prior to the conveyance of the

Property to Purchaser (previously referred to as the "County Work"). The County does not intend to utilize the UTC Funds or initiate site work until all other Conditions to Close have been satisfied or waived by Purchaser. The County and Purchaser shall enter into an agreement providing for the usage of the UTC Funds and the site work to be performed, and containing such other terms and provisions as may be mutually agreeable. The County shall expend up to $577,000 in UTC Funds to perform the site work which shall include, but not be limited to the provision of water, sewer, drainage facilities, and construction of the building pad (earth and concrete). The County will only advance $577,000 in UTC Funds and makes no representation that such amount of UTC Funds shall be sufficient to complete the site work. However, if the site work is completed for less than $577,000, the remaining UTC Funds shall be retained by or returned to the County.

(e) Purchaser anticipates entering into an easement agreement with Seller for storm water drainage and a joint use agreement for parking and access. Such agreements shall be mutually satisfactory to Purchaser and Seller and shall be executed at Closing.

(f) Seller and Purchaser shall enter into an amendment to the Incentive Agreement at Closing providing that the claw-back obligations contained in Section 4.1 of the Incentive Agreement shall be allocated to the Coker LLC and the Dolnik LLC (as defined in Section 13 below), as the case may be on a pro rata basis mutually acceptable to Seller and Purchaser.

Purchaser agrees diligently and in good faith to pursue the satisfaction of the foregoing conditions. If Purchaser's Conditions to Closing are not completed prior to the Closing Date to the satisfaction of Purchaser, Purchaser, shall by the Closing Date, either waive Purchaser's Conditions to Closing and proceed to Closing or terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination of the Agreement pursuant to this Section 7, the Earnest Money shall be returned to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to the indemnity obligations set forth in this Agreement which specifically survive the termination of this Agreement.

8. **Seller's Deliveries**. At Closing Seller agrees to execute and deliver to Purchaser the following:

(i) Settlement Statement. A settlement statement reflecting the Purchase Price, prorations and closing costs as provided in this Agreement.

(ii) Deed. A limited warranty deed, subject to the Permitted Exceptions.

(iii) Repurchase Option. Recordable Option to Repurchase the Property in favor of Seller (See Section 14 hereinbelow).

(iv) Assignment of Permits and Licenses. An Assignment of Permits and Licenses which shall include any assignable permits issued in connection with the Property and any transferrable licenses or permits relating to the Property or the use or operation thereof.

(v) No Lien Affidavit. An affidavit for the benefit of Purchaser and Purchaser's title insurance company (in a form reasonably satisfactory to the Seller and the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

(vi) Owner's Affidavit. An affidavit for the benefit of Purchaser and Purchaser's title insurance company (in a form reasonably satisfactory to the Seller and the title insurance company), that there are no tenants or others claiming interests in the Property.

(vii) Authority. Documents reasonably satisfactory to Purchaser evidencing Seller's authority to consummate the transactions contemplated by this Agreement.

(viii) Those easements and/or agreements provided in Section 7.

(ix) Other Documents. Other Seller closing documents as reasonably required, consistent with the terms hereof, or reasonably requested by Purchaser and as may be necessary to consummate the transaction contemplated by this Agreement.

9. **Purchaser's Deliveries**. At Closing Purchaser agrees to execute and deliver to Seller the following:

(i) Settlement Statement. A settlement statement reflecting the Purchase Price, prorations and closing costs as provided in this Agreement.

(ii) Purchase Price. The Purchase Price, as adjusted as set forth herein, by wire transfer of U.S. Federal Funds.

(iii) Those easements or agreements provided in Section 7.

(iv) Other Documents. Other Purchaser's closing documents as customarily required for South Carolina real estate closings, consistent with the terms hereof, or reasonably requested by Seller and as may be reasonably necessary to consummate the transaction contemplated by this Agreement.

10. **Closing Costs, Taxes and Assessments**. Seller shall prepare the deed, pay the transfer tax and Seller's attorney fees. Purchaser shall pay for other Closing costs including, but not limited to (i) all recording costs (ii) Purchaser's attorney's fees (iii) title abstracting and title examination fees (iv) owner's title insurance premiums, endorsements and fees; (v) survey costs and (vi) all other costs associated with this transaction. As of the Closing Date, ad valorem taxes, if applicable, for the year of Closing shall be prorated on a calendar year basis.

11. **Default and Remedies**.

(i) Purchaser Default. In the event Purchaser fails or refuses to perform any one or more of Purchaser's covenants, duties, agreements or obligations under this Agreement or is otherwise in default under this Agreement, which breach or default is not cured within ten (10) days after written notice of same has been delivered to Purchaser, such event, action or inaction shall entitle Seller, as Seller's sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money from Escrow Agent as full liquidated damages. The parties hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by Seller, and the Parties expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money and not as a penalty.

(ii) Seller Default. In the event of default by Seller under the terms of this Agreement, which breach or default has not been cured within ten (10) days after written notice of such has been delivered to Seller, Purchaser may (a) terminate this Agreement and receive a refund of the Earnest Money or (b) avail itself of the equitable remedy of specific performance.

12. **Destruction or Condemnation**. If, prior to Closing, all or any part of the Property is damaged by fire, water or any other casualty or is taken or threatened to be taken by eminent domain, Seller shall provide written notice thereof to Purchaser and Purchaser may elect to cancel this Agreement by written notice thereof to Seller. In the event that Purchaser shall so elect, both parties shall be relieved and released from any further liability hereunder, and Purchaser shall be entitled to a refund of the Earnest Money. Unless this Agreement is so cancelled, it shall remain in full force and effect and, at Purchaser's option, the Seller either shall assign, transfer and set over to Purchaser all of the Seller's right, title and interest in and to any insurance proceeds or awards that may be made for such casualty or taking, or Seller shall agree with Purchaser for a reduction in the Purchase Price based on the extent of casualty or taking.

13. **Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided however, this Agreement shall not be assigned without the prior written consent of Seller, which consent shall be within the sole discretion of Seller.

Notwithstanding the foregoing, Seller acknowledges and agrees that Purchaser may assign its rights and obligations under this Agreement at Closing to two entities controlled by its principals and referred to herein as the "Coker LLC" and the "Dolnik LLC". Upon such assignment, Seller agrees to simultaneously sell the Property to the Coker LLC and the Dolnik LLC in two separate transactions based on a division to be indicated prior to Closing, provided that the total Purchase Price shall not be less than the Purchase Price, and that the Closing of each transaction is conditioned on the Closing of the other.

14. **Repurchase Option**. If Purchaser, or any assignee, fails to commence vertical construction within one (1) year after Closing, Seller may exercise the Repurchase Option by providing notice to Purchaser, or any assignee, within sixty (60) days after the last day for Purchaser, or any assignee, to perform. Closing on the Repurchase Option shall occur within sixty (60) days of exercise of the Option and notice thereof to Purchaser, or any assignee. The purchase price for the Option will be equal to the Purchase Price, or, if subdivided as provided in Section 13 herein, the amount of the Purchase Price allocated to such subdivided parcel. Upon closing of the Repurchase Option, the letter of credit securing the clawback provisions set forth in the Incentive Agreement shall be released, provided no additional liens or encumbrances have been placed on the Property by Purchaser or Purchaser's assignee, Purchaser and Seller shall agree on a definition of vertical construction provided that vertical construction shall include, at a minimum, the pouring of foundation. Prior to exercise of the Repurchase Option, if a construction loan is closed and the Property, or subdivided portion thereof, is encumbered by a construction mortgage, the Repurchase Option shall be released. This provision shall survive Closing.

15. **Commissions**. Each party represents and warrants that it has not contracted for or is otherwise subject to any claim for brokerage commissions or similar fees, and agrees to indemnify and hold harmless the other against any such claim arising from the indemnitor's actions.

16. **Entire Agreement**. It is understood and agreed that this Agreement constitutes the entire agreement of the parties, all prior or contemporaneous agreements and representations, whether oral or written, being merged herein and superseded hereby, and neither party shall rely upon any statement or representation made by the other not embodied in this Agreement. The covenants and warranties contained herein shall survive the Closing.

17. **Modification**. This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Seller and Purchaser.

18. **Possession**. Possession of the Property will be delivered at Closing.

19. **Severability**. In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect; provided, however, that if such provision embodies a condition of Purchaser's obligation to close, Purchaser may at its option terminate this Agreement and receive a refund of all Earnest Money and any interest thereon.

20. **Time of Essence**. Time is of the essence to the parties with respect to this Agreement and closing of the sale provided for herein.

21. **Time Periods; Local Time**. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing is to be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be extended automatically to the close of business on the next regular business day. All references to a specific number of days shall refer to calendar days except as otherwise specified. All references to a "business day" shall exclude Saturdays, Sundays, and

legal holidays recognized by Beaufort County government offices. All references to the time of day shall refer to the time of day in South Carolina.

22. **Paragraph Headings**. The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

23. **Governing Law**. This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

24. **Notices**. All notices and other communication required or permitted to be given to the parties hereto shall be in writing. Any such notice shall be effective as of the date upon which such notice shall have been personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service), or two (2) business days following the date of postmark of any notice deposited in the United States Mail, registered or certified postage prepaid, return receipt requested as follows, or upon receipt by e-mail between the hours of 8:00 A.M. and 5:00 P.M. if acknowledged by e-mail, or if confirmed by overnight private courier service for next day delivery, or to such other addresses or recipients as the parties entitled thereto shall specify from time to time by notice given in accordance with this section:

IF TO SELLER:

Beaufort County, South Carolina

Ashley Jacobs
County Administrator
Beaufort County
100 Ribaut Road
Beaufort, SC 29902

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attn: Gary W. Morris, Esquire
Telephone: 803-540-7961
Facsimile: 803-765-1243
Email: gmorris@hsblawfirm.com

IF TO PURCHASER:

CSD LLC
56 Linden Plantation Road
Bluffton, SC 29910
Attn: Charles Coker
E-mail: cwcssc@aol.com

WITH A COPY TO:

Robert B. Brannen, Jr.
Bouhan Falligant LLP
One West Park Avenue
Savannah, GA 31401
E-mail: Rbrannen@bouhan.com

25. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be determined an original, and which shall constitute one and the same Agreement.

Signatures pages follow

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

SELLER:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____ **(SEAL)**
Its: County Administrator

Date of Seller's Execution: January 16, 2019

ATTEST:

Signature: Sarah W. Brock
Name: Sarah W. Brock
Title: Clerk to Council

PURCHASER:

CSD MYRTLE PARK, LLC

Signature: _____
Name: Charles W. Coker, Jr.
Title: Manager

Date of Purchaser's Execution: 1/9, 2019

Signature: _____
Name: Tim Dolnik
Title: Manager

Date of Purchaser's Execution: 1/9, 2019

EXHIBIT A

All that real property located in Bluffton Township, Beaufort County, South Carolina and being that parcel identified as **"PORTION OF: DMP# R601-031-000-0033-0000, 336,026 SQ. FT, 7.714 ACRES"** on the plat entitled "Kittie's Landing Phase 2," prepared by Andrew & Burgress Inc., Job: 137031, drawn 12/5/13, revised February 21, 2014, and filed in Plat Book 138, page 90, Jasper County, South Carolina records, and bounded by Parcel 3B Myrtle Plantation, Soperton Drive and Ann Smith Drive, the metes and bounds description of which is incorporated by reference to the recorded plat, and subject to the buffers, setbacks and easements on the recorded plat;

Being the same property conveyed to Beaufort County, a political subdivision of the State of South Carolina by Warranty Deed from Kittie's Landing, LLC, dated March 11, 2014, and recorded in Deed Book 3310, page 1090, Beaufort County, South Carolina records.

TMS No. R601-031-000-0033-0000

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

This Incentive Agreement (the "Incentive Agreement") is entered into this 16th day of January, 2019 by and between **BEAUFORT COUNTY, SOUTH CAROLINA** (the "County"), and **CSD MYRTLE PARK, LLC,** a South Carolina limited liability company, and its successors, assigns, and assignees (the "Company") (collectively, the "Parties").

RECITALS

WHEREAS, the County is a body politic and corporate under the laws of the State of South Carolina (the "State") and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, the Company has expressed a desire to develop and construct buildings upon certain commercial property within the County (as more particularly described in Section 1.1 below) which is anticipated to provide both direct benefits to the County in the form of additional capital investment and job creation as well as indirect benefits in serving as a catalyst for additional investment and job creation in the County (the "Project"); and

WHEREAS, the Company currently estimates that the costs of planning, designing, acquiring, constructing, and completing the Project will require expenditures of approximately $10,000,000 and has requested assistance from the County to support the development of the Project; and

WHEREAS, the County, acting through its County Council, the governing body of the County (the "Council"), is duly empowered to expend public funds for public purposes, and pursuant to an Ordinance of even date herewith, has authorized and approved the execution of this Incentive Agreement; and

WHEREAS, the County acknowledges that the Company is relying on the commitments set forth herein in making its decision to undertake the Project within the County, and the Company acknowledges that the County is relying on the representations set forth herein in making its decision to offer this inducement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
THE PROJECT

Section 1.1. ***The Project.*** The Company shall construct and place in service a minimum of 60,000 square feet of buildings to be located in the County and developed upon an approximately 7.71 acre parcel presently owned by the County (Beaufort County Tax Map Number R600 031 000 1624 0000) (the "Property"). The County shall enter into a contract of sale to convey the Property to the Company for a purchase price of Six Hundred Thousand and

00/100 Dollars ($600,000.00) (the "Purchase Price") to be paid by the Company and shall undertake certain Improvements to the Property (as described in Section 2.1 below). The date of conveyance of the Property shall hereinafter be referred to as the "Conveyance Date." Upon execution of the contract of sale, the Company shall deposit Sixty Thousand Dollars ($60,000.00) to be held in escrow by the County, upon acceptance of the contract of sale. The Company shall commence development of the Project within sixty (60) days after the Conveyance Date. The Company anticipates that the Project shall create 120 full-time jobs within five years after the Conveyance Date of the Property, provided that the Company shall be required to create eighty-five full-time jobs within such time period (the "Jobs Requirement"). The Company expects that fifty percent (50%) of the jobs created will be in the light industrial, manufacturing, office, and/or healthcare sectors, as targeted industries identified by the County. Further, the Company expects that many of the newly created jobs will provide starting annual salaries exceeding the median area income for the County.

Section 1.2. ***Investment.*** Within five years after the Conveyance Date, the Company anticipates investing approximately $10,000,000 in the Project (as described in Section 1.1 above).

ARTICLE II
UTILITY LICENSE FEE IMPROVEMENTS

Section 2.1. ***Utility License Fee Credits.*** The County shall undertake up to $577,000 in expenses and improvements at the Property, prior to the Conveyance Date and at the direction of the Company, provided such costs constitute eligible "infrastructure" as define in Section 12-20-105(B) of the Code of Laws of South Carolina, 1976, as amended (the "Improvements). Upon completion of the Improvements, and subject to other terms and conditions contained in this Incentive Agreement and the above-referenced contract of sale, the County shall convey the Property to the Company.

ARTICLE III
COUNTY COMMITMENTS

Section 3.1. ***Permitting***. To the maximum extent allowed by law, the County will assist with the identification and coordination of, and will use its best reasonable efforts to cause, all County, and any other local construction and other permits for which appropriate application is made by the Company, to be issued or obtained on a timely basis. Based upon the information provided to the County by the Company concerning the Project, the County presently foresees no problem with respect to the permitting of the Project by the County.

Section 3.2. ***Zoning***. To the best of the County's knowledge, the Project is zoned for the Company's intended use, or the County does not anticipate any problems with obtaining such variances as may be required.

Section 3.3. ***Utilities***. To the best of the County's knowledge, all necessary utilities are available at the Property.

Section 3.4. ***Miscellaneous.*** The County agrees to work with the Company to assist in obtaining any reasonable approvals as may be required for the Project as described herein.

ARTICLE IV
CLAWBACKS

Section 4.1. ***Clawbacks.*** The Company shall be subject to retroactive payments to the County as follows:

(a) If the Company does not commence vertical construction activity within one year from conveyance of the Property by the County, the County shall be entitled to either:

(1) exercise an option to repurchase the Property from the Company pursuant to the terms of the Agreement of Purchase and Sale between the County and the Company executed substantially contemporaneously herewith. If the County exercises said option to purchase, it shall forfeit the right to $200,000.00 described in subparagraph (2) below; provided no additional liens or encumbrances have been placed on the Property by Company. Notwithstanding the foregoing, if a construction loan is closed and the Property is encumbered by a construction mortgage, the repurchase option shall be terminated and released, or

(2) the Company shall make a payment of Two Hundred Thousand Dollars ($200,000.00) to the County, within 60 days following the applicable default, in which case the purchase option shall be terminated and released.

In either case, no further clawback obligations will be triggered.

(b) If the Company does not substantially complete 60,000 square feet of new building construction on the Property within two years after the Conveyance Date, the Company shall make a payment of Two Hundred Thousand Dollars ($200,000.00) to the County within 60 days following the applicable default. In such case, no further clawback obligations will be triggered. The issuance of a Certificate of Occupancy by the applicable County official shall constitute substantial completion.

(c) If the Project does not create 85 full-time jobs on the site within five years of the Conveyance Date, a pro rata payment shall be remitted to the County. The pro rata payment shall be based on the highest number of jobs created and equals the percentage shortfall in the Jobs Requirement (as described in Section 1.1) times Two Hundred Thousand Dollars ($200,000.00). For example, if the highest number of jobs reached is 68, the shortfall would be 20% (100% - [68/85]), thereby resulting in a payment obligation of $200,000 x 20% = $40,000. The Company's pro rata payment shall be due within 60 days following the five-year anniversary of the Conveyance Date.

Section 4.2. ***Letter of Credit.*** All payment obligations set forth in Section 4.1 of this Incentive Agreement must be secured by a letter or letters of credit initially in the amount of $200,000, but subject to annual reduction upon partial satisfaction of the above criteria, as

approved by the County. In no event shall the total amount of the clawback obligations exceed $200,000. The Company shall maintain the letter or letters of credit in place for a minimum of two (2) years plus 60 days or until the payment obligation in Section 4.1 have been satisfied, whichever first occurs.

ARTICLE V
MISCELLANEOUS

Section 5.1. ***Applicable Law.*** This Incentive Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with the laws of South Carolina, without regard to any conflict of law principles that would refer governance of this Incentive Agreement to any other state.

Section 5.2. ***Binding Effect of Agreement.*** To the extent permitted by law, this Incentive Agreement represents binding and enforceable commitments between the County (including its constituent agencies and departments) and the Company.

Section 5.3. ***Severability.*** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Incentive Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Incentive Agreement.

Section 5.4. ***Further Actions.*** To the extent permitted by law, the County shall use its best reasonable efforts to take whatever actions are necessary and appropriate in order to comply with its undertakings in this Incentive Agreement.

Section 5.5. ***Counterparts.*** This Incentive Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument.

Section 5.6. ***Termination.*** The parties understand that the Company may choose not to proceed with the Project as herein provided, in which event this Incentive Agreement shall terminate upon notice by the Company to the County as to such choice.

Section 5.7. ***Assignment.*** The Company may assign a part or all of its rights or obligations under this Incentive Agreement to any affiliated entity or related party without the consent of the County. Any other assignment of the Company's rights or obligations under this Incentive Agreement shall require the written consent of the County, which shall not be unreasonably withheld.

Notwithstanding the foregoing, County acknowledges and agrees that the Company may assign its rights and obligations under this Agreement at Closing to two entities controlled by its principals and referred to herein as the "Coker LLC" and the "Dolnik LLC." Upon such assignment, the County agrees that this Agreement will be amended so that the requirements in Section 4.1 and 4.2 of this Agreement shall be split between the Coker LLC and the Dolnik LLC based on a division to be indicated by the Company prior to Closing, provided that the total amount

of the letters of credit required in Section 4.2 shall not be less than $200,000, or such lesser amount as the County may approve from time to time.

Section 5.8. ***Cooperation***. The County hereby agrees, to the extent permitted by law, to cooperate with the Company in sustaining the enforceability of this Incentive Agreement.

Section 5.9. ***Attorneys' Fees***. Each party shall be responsible for its own attorneys' fees incurred in connection with this Incentive Agreement and any other agreements or instruments entered into pursuant to the matters detailed herein.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Incentive Agreement as of the day and year first above written.

BEAUFORT COUNTY,
SOUTH CAROLINA

Signature: _____
Name: Ashley M. Jacobs
Title: County Administrator

(SEAL)

ATTEST:

Signature: _____
Name: Sarah W. Brock
Title: Clerk to Council

CSD MYRTLE PARK, LLC

Signature: _____
Name: Charles W. Coker, Jr.
Title: Manager

Signature: _____
Name: Tim Dolnik
Title: Manager

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2019 / 55**
COUNTY OF BEAUFORT)

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INCENTIVE AGREEMENT BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND CS PROPERTIES, BLUFFTON, LLC (OR ITS ASSIGNEE), PROVIDING FOR CERTAIN INCENTIVES ASSOCIATED WITH THE DEVELOPMENT OF MYRTLE BUSINESS PARK, AND AUTHORIZING THE CONVEYANCE OF PROPERTY FROM THE COUNTY TO CS PROPERTIES, BLUFFTON, LLC (OR ITS ASSIGNEE) UPON SATISFACTION OF CERTAIN CONDITIONS SET FORTH IN THE INCENTIVE AGREEMENT; AND ADDRESSING OTHER MATTERS RELATED THERETO.

WHEREAS, CS Properties Bluffton, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, or its assignee (referred to hereinafter as the "Company"), intends to invest in the development of Myrtle Business Park, to include the construction of approximately 60,000 square feet of buildings with estimated capital expenditures in excess of $10,000,000 and the anticipated creation of 120 jobs (the "Project"); and

WHEREAS, the Project necessitates significant infrastructure expenditures including but not limited to entry roads, driveways, water, sewer, stormwater, power, and information technology expenses as well as significant expenses associated with site work and building improvements; and

WHEREAS, the Company has requested assistance from the County in facilitating the implementation of the Project; and

WHEREAS, Beaufort County, South Carolina (the "County") has carefully considered the requests of the Company, including anticipated investments and job creation as well as other anticipated costs and benefits to the County, and recognizing the critical need for available office space to attract new investment in the County, has agreed to provide assistance to the Project under the terms and conditions set forth in a comprehensive Incentive Agreement, a copy of which is attached hereto as Exhibit A (the "Incentive Agreement"); and

WHEREAS, the Incentive Agreement provides, among other things, for the County to undertake certain expenses and improvements that constitute eligible "infrastructure" as defined in Section 12-20-105(B) of the Code of Laws of South Carolina, 1976, as amended (the "Improvements"), subject to certain clawback rights if the Company does not satisfy certain performance thresholds and criteria; and

WHEREAS, the Incentive Agreement further provides that upon completion of the Improvements, and subject to such other terms and conditions contained therein, the County is hereby authorized to convey the property associated with the Project, consisting of approximately 7.71 acres (Beaufort County Tax Map Number R600 031 000 1624 0000) (the "Property") to the Company for a purchase price of Six Hundred Thousand and 00/100 Dollars

$600,000.00) (the "Purchase Price"), subject to certain clawback rights if the Company does not satisfy certain performance thresholds and criteria; and

WHEREAS, this Ordinance authorizes the conveyance of the Property following the holding of a public hearing in accordance with the requirements of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, it appears that the Incentive Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate the Project in the County, the Incentive Agreement is hereby authorized, ratified, and approved.

Section 2. Upon satisfaction of the terms and conditions set forth in the Incentive Agreement relating to the conveyance of the Property, such satisfaction of the terms and conditions to be determined by the County Administrator upon the advice of Counsel to the County, and upon payment of the Purchase Price by the Company to the County, the Chairman of County Council and/or the County Administrator are authorized, empowered, and directed to execute a limited warranty deed conveying title to the Property to the Company.

Section 3. It is hereby found, determined, and declared by the County Council, as follows:

(a) The Project is beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(c) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.

(d) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(e) The benefits of the Project to the public will be greater than the costs.

Section 4. The form, terms, and provisions of the Incentive Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Incentive Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Incentive Agreement in the name of and on behalf of the County, and thereupon to cause the Incentive Agreement to be delivered to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Incentive Agreement and the performance of all obligations of the County under and pursuant to the Incentive Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this 9th day of December, 2019.

BEAUFORT COUNTY,
SOUTH CAROLINA

Signature: _____
Name: Stu Rodman
Title: Chairman, County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, the undersigned, Clerk to County Council of Beaufort County, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on August 26, 2019, September 9, 2019, and December 9, 2019. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on September 9, 2019, and notice of the public hearing was published in the Island Packet on August 25, 2019. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Beaufort County Council, South Carolina, as of this 9th day of December, 2019.

Signature: Sarah W. Brock
Name: Sarah W. Brock
Title: Clerk to County Council

Exhibit A
Incentive Agreement

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services

MEETING NAME AND DATE:

County Council

PRESENTER INFORMATION:

Jared Fralix, ACA – Engineering

(5 mins)

ITEM BACKGROUND:

The Town of Yemassee and Beaufort County have worked together on a few infrastructure-based projects on a one-time basis agreements.

PROJECT / ITEM NARRATIVE:

Beaufort County and the Town of Yemassee seek to enter into an agreement whereby the County and Town may offer aid and assistance to each other for special projects and associated services including project management, inspection services, community relations, utility service agency coordination, and public affairs related to those projects which has a define beginning and conclusion. The initial term of the agreement will be two (2) years with the option to renew for three additional one (1) year renewals not to exceed a total of five (5) years.

Public Facilities Committee approved item on April 26, 2021

FISCAL IMPACT:

Per project, the County and Town will mutually agree to a fee schedule based on an agreed upon hourly rate for the service provided prior to the commencement of the requested support. The funding sources will vary per project and pending County Council and Town Council approval of the annual budget in which both intend to possess adequate funds to adequately resource anticipated mutual support.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval and execution of the Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

INTERGOVERNMENTAL AGREEMENT SPECIAL PROJECTS AND ASSOCIATED SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into this _____ day of _____, 2020 by and between the Town of Yemassee, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County seek to establish an agreement whereby the County and Town may offer aid and assistance to each other for the engineering and construction management of Special Projects and Associated Services; and

WHEREAS, the Town and County agree that Special Projects and Associated Services include Project Management, Inspection Services, Community Relations, Utility Service Agency Coordination, Maintenance and Public Affairs related to those projects which have a defined beginning and conclusion; and

WHEREAS, both the County and the Town recognize they possess less capability and capacity when operating separately but greater capability and capacity when leveraging their collective strengths together for well-defined projects or tasks; and

WHEREAS, pending County Council and Town Council approval of the annual budget, both intend to possess adequate funds to adequately resource anticipated mutual support; and

WHEREAS, the County and the Town agree to a fee schedule based on an agreed upon hourly rate for the service provided prior to the commencement of the requested support commences; and

WHEREAS, the County and the Town both retain the option of agreeing to execute this IGA or leveraging other solutions based on the best interests of the Town or County respectively; and

WHEREAS, the County and Town will perform a cost benefit analysis for each project or tasking to fully understand the true costs of the service provided before approving execution of support by the County or Town for the benefit of the County or Town; and

WHEREAS, the County and Town jointly agree on a timetable for providing support prior to the execution of support by the County or Town for the benefit of the County or Town; and

WHEREAS, pursuant to S.C. Code of Laws Sections 4-9-40, and 6-1-20, and Article VIII Section 13 of the State of South Carolina Constitution, cities and counties may enter into agreements to provide for joint services when mutually desirable; and

NOW, THEREFORE, the below listed agreement is established to better serve the needs of both the County or Town with respect to Special Projects and Associated Services within the County, Town or both.

SECTION 1 - DEFINITIONS

A. AUTHORIZED REPRESENTATIVE - Shall be the County Administrator, the Town Manager or a designated employee of entity who is authorized the County Administrator or Town Manager in writing by that government to request, offer, or provide assistance under the terms of this Agreement.

B. PERIOD OF ASSISTANCE: The period of time beginning with the authorization by the County or Town to perform Special Projects or Associated Services following a clear understanding of cost, codified by joint memorandum, by both the County and Town.

SECTION 2 - PROCEDURES

A. REQUEST FOR ASSISTANCE: The County or the Town may initiate informal discussions at the Staff level with staff counterparts to secure basic support and cost data elements. These informal discussions will provide the facts required for Staff to brief senior management at both the County and Town. Once approved by both the County and Town, a joint memorandum will be drafted by the requesting organization, either the County or Town for signature by authorized representatives of both the County and Town.

C. INSPECTION: Once authorized by the requesting organization to perform work, the organization providing the service will provide weekly updates on the status of the assigned task. The staff member responsible for executing that requested support will inform leadership of the progress in order to ensure projects remain on schedule and within the agreed upon budget.

D. SUPERVISION AND CONTROL: The personnel, equipment and resources of the County or Town shall remain under operational control of the County or Town based on who requests support and who is receiving support for all work being done under this agreement. The designated supervisory personnel of the organization providing support shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the supporting organization; and shall report work progress to the organization receiving the requested support.

E. COMMUNICATIONS: Unless specifically instructed otherwise, the organization providing requested support shall have the responsibility for coordinating communications between the personnel of both the County and the Town.

F. INVOICES: Based on which organization is providing support, invoices shall be submitted to the organization receiving support when a particular project or task has been completed or in a way agreed upon by both the County and Town by way of the project authorization joint memorandum.

G. PAYMENT: Based on which organization provides support, invoices shall be paid, or advise of any disputed items, not later than thirty (30) days following the billing date.

SECTION 3 - INSURANCE

Each Party to this agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 4 - LIABILITY

Each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 5 - TERM

The initial term of this Agreement shall be for two (2) years from the date approved by both the County and Town Council, with the option to renew for three additional one (1) year renewal terms, for a total not to exceed five (5) years. This agreement may be terminated upon sixty (60) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

SECTION 6 - SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the Town of Yemassee, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this_____ day of _____, 2020.

WITNESSES: **BEAUFORT COUNTY**

_____ **By: _____**

_____ **Its: _____**

WITNESSES: **TOWN OF YEMASSEE**

_____ **By: _____**

_____ **Its: _____**

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RFQ 100820 Parks and Recreation Master Plan Consulting Services Contract Award Recommendation

MEETING NAME AND DATE:

County Council Meeting, April 26, 2021

PRESENTER INFORMATION:

Dave Thomas, Purchasing Director, 5 minutes needed

ITEM BACKGROUND:

Beaufort County has been in need of an overall Parks and Recreation Master Plan for some time. This process will provide County Council and Parks and Recreation staff the ability to handle short and long term goals. It will also be a great tool in getting community involvement to understand the wants and needs or parks and programming.

PROJECT / ITEM NARRATIVE:

On October 8, 2020, we received the following seven responses to the RFQ: 1. Design Workshop, 2. CHA Consulting, 3. Green Play LLC, 4. The LandPlan Group South, 5. Wood and Partners, 6. Lose Design, 7. Benesch. The evaluation committee reviewed each firm's qualifications and selected Wood and Partners as the number one ranked firm. See the attached summary score sheet.

FISCAL IMPACT:

The contract initial project start up and deposit of $125,000 will be paid for under 10001600-51160 (Professional Services). The remaining balance of $48,190 will be transferred from aquatics salaries to the Professional Services account to fund the entire project. The additional aquatics funds became available due to the lack of pool activity during Covid-19. Total contract cost is $173,190.

STAFF RECOMMENDATIONS TO COUNCIL:

The PFC approved the contract award on April 19, 2021. Staff recommends the contract award of $173,190 to Wood and Partners. See the attached scope of work and price breakdown. The project is expected to last 12-18 months.

OPTIONS FOR COUNCIL MOTION:

County Council deny contract approval or approve the contract.

Appraisers	Shannon Loper	Matt Watts	Phil Foot	Mark Sutton
Wood & Partners	95	76	86	95
Lose Design	84	73	71	91
Greenplay	85	58	80	91
CHA	91	54	77	83
Design Workshop	89	59	60	92
Benesch	87	56	86	70
Landplan Group	85	51	68	83

Mark Roseneau	Totals
87	439
89	408
75	389
79	384
83	383
79	378
73	360

Beaufort County Parks & Recreation Master Plan
WPi Team with PROS, ETC Institute, Ward Edwards & Watson Tate Savory Architects

Scope of Basic Services by Task:
Our Team's Master Plan will include a clear set of short-term, mid-term and long-term range goals and objectives that will provide direction for elected officials, Parks and Recreation Department staff. The scope of basic services will include the following:

Task 1 – Project Management, Administration, Preliminary Scope Review and Refinement

A. Kick-off Meeting, Work Plan, Data Collection & Project Administration – Conduct a kick-off meeting with the Project Steering Committee, representatives from the Parks and Recreation Department, the Parks and Recreation Board and County Staff to review and refine project scope, goals, objectives and schedule.

Task 1 Meetings: Kick-off meeting to review scope and schedule and progress meetings during the Master Planning process.
Task 1 Deliverables: Finalized scope of work, work plan with completion dates, and identification of stakeholder and focus group participants for inclusion in Community Engagement phase.

Task 2 – Demographics, Park & Facility System Inventory and Assessment

A. Demographic & Recreation Trends Analysis – Utilize the County's population projections and census tract data from Environmental Systems Research Institute, Inc. (ESRI) and the U.S. Census Bureau. The demographic data, analysis and projections will be prepared for five year (2025) and ten year (2030) increments.
B. Parks and Facilities Inventory and Assessment – Obtain County inventory of existing parks and facilities including park type, location, acreage, list of facilities and maps with park locations.
C. Visit existing parks and facilities and conduct a good, fair, poor evaluation assessment including recommendations for facility upgrades to meet needs and address gaps.

Task 2 Meetings: Members of the Consultant Team will conduct on-site visits to all existing parks and facilities.
Task 2 Deliverables: A summary of demographics and inventory/assessment of all existing parks and facilities.

Task 3 – Community Engagement

Our Team will utilize a wide range of innovative public engagement processes to solicit community input regarding park and recreation services including the following:

A. Public Engagement/Advocacy Strategy – Our Team's public engagement process will work hand-in-hand with our advocacy strategy and account for the new realities with Covid-19. If needed, we will work with Staff to determine the best way to engage the community virtually.
B. Key Leadership/Focus Group Interviews – Our Team will conduct focus group meetings and key leadership interviews to evaluate and gain an understanding of community values and priorities.
C. Our process includes community meetings, focus group meetings and interviews including:
    1. One (1) initial project kick-off meeting with County Staff and the Project Steering Committee;
    2. Two (2) focus group meetings with individual stakeholder and leadership groups;
    3. Five to six (5-6) focus group meetings and key leadership interviews (up to 10 focus group meetings, total) held over a two-day period with partners and community organization leaders;
    4. Two (2) public meetings – One (1) South of the Board and One (1) North of the Broad.
D. Online Website – Our Team also offers additional innovative community engagement services including a project website to solicit input regarding programs, facility components, usage, and pricing strategies.

Task 3 Meetings: Project Kick-off meeting, focus group meetings and public meetings outlined above.
Task 3 Deliverables: Meeting notes, and project website.

Task 4 – Community Needs Assessment & Statistically Valid Survey

A. Statistically-Valid Community Needs Assessment Survey – Our Team will meet with County staff via Zoom to discuss survey goals and objectives. ETC Institute will provide sample surveys from similar projects; the survey analysis samples will be reviewed; and a first draft of the survey will be prepared for County review and input.
B. Our Team will work with County staff to create a survey that best fits the needs of the community; ensures the survey obtains statistically valid and reliable results; is fine-tuned to obtain the information needed; and formatted

to meet survey coding requirements. Several drafts of the survey will be prepared and the final survey questionnaire will be submitted to the County for approval prior to issuance.

C. The survey will include questions regarding use of parks and facilities; participation in programs and services; perceptions of quality; ongoing maintenance of parks and facilities; what residents do for recreation and the importance and benefits to residents' quality of life; how and willingness to pay for parks and recreation; input on swimming pools and aquatic facilities; sports tourism-oriented activities and general information about survey participants.
D. The public survey will be administered through a random sample of North of the Broad and South of the Broad Districts, ensuring a statistically valid outcome with precision of at least +/- 5% and a 95% level of confidence. We will use a combination of mail, internet, and phone to maximize the overall level of response.

Task 4 Meetings: County Parks and Recreation Department staff and project steering committee review of draft survey and discussion until sign-off. Presentation of survey findings to County staff and the project Steering Committee.
Task 4 Deliverables: Public Opinion Needs Assessment Survey Report.

Task 5 – Needs Analysis & Recommendations – Short and Long Term

A. Park and Facility Short and Long Term Recommendations – Our Team will synthesize the input from community meetings; demographic and trends analysis; park and facility assessment; and recreation programs/services assessment into a priority ranking of park and facility needs and a Capital Improvement Plan will be prepared.
B. Park and Facility Mapping – The Consulting Team will work with the County to obtain GIS mapping and then prepare geographical mapping to identify park locations including gaps or overlaps in service.
C. Capital Cost Analysis and Improvement Plan – Our Team will prepare a three-tier capital improvement plan that will assist the County in balancing priorities and expenditures. This three-tier plan will include: *Critical Items* - Projects, including lifecycle replacement, repair of existing equipment, safety and ADA improvements that typically require one-time funding; *Sustainable Items* - Projects that include short term and strategic changes to the existing parks system to better meet the unmet needs of the community; and *Visionary Items* - Park renovations; and new park and facility development.

Task 5 Meetings: Work session to review inventory information and draft recommendations for new facilities, renovations as well as the prioritization of demand for new parks and facilities.
Task 5 Deliverables: Prioritized recommendations, capital improvement costs and park mapping.

Task 6 – Recreation Programs and Services Assessment

A. Recreation Program and Services Assessment – Recreation programs and services are the backbone of park and recreation agencies. Our Team's assessment will review how the County aligns with community needs, providing a basis for recreation program enhancements; innovative recreation program offerings; and recommendations to minimize duplications and identify partnerships.
B. The process includes an analysis of age-segment distribution; lifecycle analysis; core program analysis and development; similar provider analysis to avoid duplication of services; and overall program offerings.
C. The process includes the creation of a dynamic recreation program plan that results in increased registration; drives customer retention and loyalty; improves customer satisfaction; and increases revenues.

Task 6 Meetings: Meetings with staff and the Project Steering Committee for this phase of work.
Task 6 Deliverables: Programs and Services Assessment and Recommendations.

Task 7 – Level of Service Analysis

A. Park and Facility Classifications and Level of Service Standards – The Consulting Team will review and confirm, modify or add to existing park classifications and preferred facility standards for all park sites, including indoor and outdoor facilities.
B. Facility standards include level of service standards and the population served by facility and park type. These new or modified classification or standards will be unique to Beaufort County.

Task 7 Meetings: Meetings with staff and the Project Steering Committee to review park classifications, facility standards and recommended levels of service.
Task 7 Deliverables: Level of service recommendations and park and facility standards.

Task 8 – Final Action Plan & Master Plan Report

The Master Plan will be prepared to include key recommendations and tactics that support each action strategy. These recommendations will support the plan to its fullest potential including a strategy matrix with priorities, timelines, measurement, and responsible teams within the County. Supporting these recommendations will be a detailed cost estimate outlining all capital costs included in the plan.

A. Action Plan - The action plan will include strategies, actions, responsibilities, costs and priorities which will be classified as short-term, mid-term or long-term strategies. The draft action plan will be reviewed with County staff and the Project Steering Committee in a half-day Zoom workshop.
B. Programs and Services – The Action plan will include recommendations for the development of programs and services to be provided by the County system.
C. Draft Report and Briefings – The Consulting Teams *draft Master Plan* will be presented, reviewed and discussed with Project Steering Committee and County Staff.
D. Final Master Plan Preparation and Production – Upon comment by all senior County staff and the Project Steering Committee, the Consulting Team will revise the Draft Master Plan to reflect all input received.
E. Final Presentation to County Council – Once the Draft Master Plan is approved by staff and Project Steering Committee, the Consulting Team will prepare a final Summary Report and present to County Council for final approval.

Task 8 Meetings: Meetings with staff & Project Steering Committee on the draft action plan. Present to County Council for adoption of the final Master Plan.

Task 8 Deliverables: Deliverables include Final Master Plan Report with goals, policies and priorities that articulate a clear vision or "road map" for the County including: a rating of existing conditions; a level of service analysis; community surveys to determine interests/needs; a comprehensive list of recommended improvements for existing and new facilities; an implementation plan that creates a clear path for development of parks and facilities, programs and services; cost projections with short-term goals; and charts, graphs, maps and other data as needed to support the Plan.

End of Basic Services

Fees for Basic Services as outlined above:	$165,000 plus reimbursable expenses
Estimated Project Reimbursable Expenses:	$ 2,000

Optional Task- Funding Options, Revenue Assessment and Financial Action Plan:

A. Our Team will conduct an assessment of existing funding and earned income and prepare funding strategies and recommendations.
B. The Consulting Team will identify numerous funding and revenue strategies and options based on input and community values. The revenue and funding strategies to be evaluated for recommendations will be:
    - Fees and charges options and recommendations;
    - Endowments/non-profits opportunities for supporting operational and capital costs;
    - Sponsorships to support programs, events, and facilities;
    - Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships;
    - Dedicated funding sources to support land acquisition and capital improvements;
    - Development agreements to support park acquisition, open space and park and facility development;
    - Earned Income options to support operational costs;
    - Possible use of tax funding mechanisms such as ATAX funds; TIF District funds; Local Option Sales Taxes and others;
    - Impact fees and land set asides;
    - Commercial partnerships and/or leases to support operational and capital costs;
    - Identify grant opportunities and other resources to construct parks and facilities.
    - Conduct an assessment of existing rental rates and make recommendations going forward.

Fee for Optional Funding, Revenue & Financial Action Plan-	$6,000

Our consulting team has the ability to provide the following additional tasks as outlined. If of interest, fees can be provided for the following:

Optional Task 1 - Parks & Recreation Department Staffing Assessment & Recommendations

A. The Consulting Team will perform an analysis of the current park and recreation department staffing levels and make recommendations regarding staffing needs based on master plan recommendations. This analysis will identify future staffing needs to support improved efficiencies, proposed programs and proposed services.
B. This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and staffing level adjustments where enhancements may be needed or gaps are identified.
C. Prepare recommendations that provide for current, short and long-term needs for park and recreation department staffing for the County system.

Optional Task 2 – Maintenance, Equipment and Operations Assessment & Recommendations

A. The Consulting Team will perform an analysis of the current practices of the maintenance and operations of Beaufort County. This analysis will identify future organization and staffing needs, improved operational efficiencies, policy development, process improvements, maintenance equipment needs, system and technology improvements.
B. This task will include recommendations in a comprehensive manner and will include data collection, analysis and on-site observations of key organizational components in the following areas:
    - Classification of services
    - Administrative delivery
    - Maintenance and operating standards
    - Organizational design and staffing
    - Customer service
    - Staffing levels
    - Field equipment/resources
    - Outsourcing service contracts
    - Workload requirements
    - Procedures manuals
    - Existing policy and procedures management
    - Performance measures and indicators
    - Information systems and technology
    - Identify and expand partnerships/volunteer support for facilities and services
    - Review and suggest new rules and regulations related to parks

Optional Task 3 - Athletic Events & Sports Tourism Feasibility Study & Economic Impact Analysis

A. The Consulting Team will assess the feasibility and economic impact of athletic events.
B. Prepare data to determine origin of users and visitors, length of stay, accommodations used, revenue spent by type of user to determine total economic impact from athletic and/or sports events.
    - Data will be used to estimate the jobs and economic impact that proposed activities may generate for Beaufort County and the region.
    - Assess economic impact multipliers for the area are the Regional Input-Output Modeling System (RIMS II) from the U.S. Department of Commerce - Bureau of Economic Analysis, Regional Economic Analysis Division, Analysis and Special Studies Branch.
    - Assess potential tourism impacts based on data.
C. Prepare an economic impact analysis including recommendations regarding opportunities for the inclusion of sports tourism facilities.
D. Research Objectives – The research objectives include the following:
    - Analyze tourism and visitor data
    - Utilize the input-output model REMI to create a baseline of economic impact
    - Utilize the input-output model REMI to create an economic impact of sports tourism with an athletic facility
    - Analyze and interpret the results
    - Create the report & present the findings

Optional Task 4 - Equity Mapping and General Land Acquisition Recommendations

A. The WPi Team will work with the County to obtain existing GIS mapping for this assignment. Our Team will use GIS to perform geographical mapping to identify service areas and assess service areas for various parks and facilities. This includes mapping by classification of select facilities using standards as applied to population density and geographic areas. A service area is defined as the area within a circle around a park or facility whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity.

B. Using the facility standards and service areas, a series of maps for select parks and facilities will be prepared possibly including the following:

1. Park type equity maps such as:
    - Mini Parks
    - Neighborhood Parks
    - Community Parks
    - Regional Parks
    - Special Use Parks
2. Facility Equity Maps such as:
    - Soccer Fields
    - Baseball/Softball Fields
    - Basketball Courts
    - Tennis Courts
    - Pickle Ball Courts
    - Playgrounds
    - Swimming Pools
    - Recreation/Community Centers

C. Equity mapping will be used to identify gaps and/or overlaps in service area. Maps will be prepared in digital format (ARCGIS and Adobe Acrobat PDF format).

D. The Consulting Team will assess park and recreation service area gaps and identify needs for additional parkland for new parks and/or facilities in each district. Land acquisition recommendations will be general to reflect land area needed and will not be site specific.

Project Schedule:

Task 1 - Project Management, Administration, Scope Review & Refinement
Task 2 - Demographics, Park & Facility Inventory & Assessment: 2- 2.5 Months
Task 3 - Community Engagement: (Concurrent with Task 2) 2 - 2.5 Months
Task 4 - Community Needs Assessment & Statistically Valid Survey: 3.5- 4.0 Months
Task 5 - Needs Analysis & Recommendations: 2 -2.5 Months
Task 6 - Recreation Programs & Services Assessment: (Concurrent with Task 5) 2 -2.5 Months
Task 7 - Level of Service Analysis: (Concurrent with Tasks 5 & 6): 2 - 2.5 Months
Task 8 - Final Action Plan & Master Plan Report: 2 Months

Total Project Duration: 9 ½ to 11 months

End of Memo

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
Commercial Property Lease Agreement Update for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
MEETING NAME AND DATE:
Public Facilities Committee– April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
This item was presented and approved by the Airports Board on April 16, 2020. This item was presented and approved by the County Council on April 27, 2020.
PROJECT / ITEM NARRATIVE:
This is one of the properties that has been acquired in support of the terminal and ramp expansion at the airport. Due to the complexity of the relocation effort for this tenant, the lease is being offered past the original move-out date but is being offered at a significantly reduced rate in recognition of the amount of effort that is required for this specific tenant's relocation and reestablishment.
FISCAL IMPACT:
Minor amount of forgone revenue, revenue that does not currently exist.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approval of the updated Lease Agreement for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny the updated Commercial Property Lease Agreement for Stoneworks, LLC located at 28 Hunter Road, Hilton Head Island, SC 29926. ***Next step: County Council Meeting –April 26, 2021***

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into this 1st day of March, 2021, by and between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and **Stoneworks, LLC** hereinafter referred to as "Tenant", collectively referred to as the "Parties".

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, has granted, bargained, and conveyed for a month-to-month tenancy and by these presents does grant, bargain and convey unto Tenant, for the premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at **28 Hunter Road, Hilton Head Island, SC 29926**, hereinafter referred to as "Premises".

II. RENTAL PAYMENT

2.1 *Payment of Rent*. Tenant shall pay to Landlord the monthly rental payments as described in this Section ("Rent") during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The term Rent shall be used in this Lease to describe the monthly rental amount owed during any term of tenancy, and is to include both the Initial Rent and Amended Rent when applicable according to the terms set forth in this Section.

2.1.1 *Initial Rent*. The initial monthly rental payment shall be in the amount of **One ($1.00) Dollar** ("Initial Rent"). The Initial Rent shall be effective as of the Commencement Date and shall remain in effect through the Lease Term or any Renewal Term, or until the Amended Rent is applied.

2.1.2 *Amended Rent*. The amended monthly rental payment shall be in the amount of **Fourteen Thousand One Hundred Two ($14,102.00) Dollars** ("Amended Rent"). The Amended Rent shall be effective at a time determined appropriate by the Landlord and in accordance with the Federal Aviation Administration requirements. Following the Landlord's determination to implement the Amended Rent, the Amended Rent shall be the monthly rental payment amount paid by the Tenant through the Lease Term or any Renewal Term.

2.1.2.1 *Notice of Amended Rent*. Landlord shall provide Tenant a thirty (30) day written notice prior to the Amended Rent being made effective.

2.2 *Payment of Rent*. The first rental payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 10. All rental payments shall be made in the form of check or wire transfer.

2.3 *Late Payment of Rent*. Any rents not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

2.4 *Security Deposit*. The Tenant has deposited with the Landlord the sum of **One Thousand ($1,000)** Dollars as a security for the full performance by the Tenant of all the terms of this Lease required to be performed by

the Tenant ("Security Deposit"). Such sum shall be returned to Tenant after the expiration or termination of this Lease, provided the Tenant has fully carried out all of its terms.

In the case of any default as set forth in this Lease, the Security Deposit shall be used to reimburse the Landlord for any expenses. Any overages after the aforementioned expenses have been reimbursed shall be released to the Tenant.

III. TERM, ASSIGNMENT AND SUBLETTING

3.1 *Term.* The lease term shall be for a term of months commencing on March 1, 2021 ("Commencement Date") and terminating on June 30, 2021 ("Termination Date"), hereinafter the Lease Term.

3.2 *Renewal*. This Lease may be renewed on a month-to-month basis if agreed upon in writing by the Parties; any one renewal term will be for a period not to exceed thirty (30) days ("Renewal Term").

3.3 *Acceptance and Condition of the Premises*. The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Tenant certifies that all conditions required of the Landlord shall be fulfilled and that there are no defenses to the enforcement of the Lease by the Landlord.

Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice (following Section 9) to Landlord, terminate this Lease.

3.4 *Holding Over*. In no event shall there be any renewal of this Lease by operation of law, unless mutually agreed upon by the Parties, and if Tenant remains in possession of the Premises after the termination of this Lease and without a renewal or a new lease, Tenant shall be deemed to occupy the Premises as a tenant at will at a base rental rate equal to one hundred fifty percent (150%) percent of the existing rental rate together with percentage rent as provided under this Lease, and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

3.5 *Assignment and Subletting.* The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

IV. TERMINATION. This Lease shall end on the Termination Date stated in Section 3.1 of this Lease. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice from Landlord to Tenant and/or upon the occurrence of any default event as set forth in Section 9. **Tenant shall have no penalty for terminating this Lease prior to the Termination Date or prior to the end of any Renewal Term**.

4.1 *Surrender of Property*. At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other

termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

V. UTILITIES and MAINTENANCE.

5.1 *Utilities.* Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Leased Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof.

5.2 *Maintenance*. Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

VI. USE AND REPAIRS OF PREMISES

6.1 *Use of Premises*. Tenant shall use the Premises for the sole purpose of conducting businesses as **Stoneworks, LLC**. Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

6.2 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, pay to Landlord an amount sufficient to cover the repairs. The Landlord shall provide an itemized accounting of all amounts so sought for compensation.

VII. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof, which apply to or result from Tenant's use of the Premises.

VIII. INSURANCE LIABILITY AND INDEMNIFICATION

8.1 *Insurance Liability.* Tenant hereby covenants and agrees to obtain and carry Commercial General Liability insurance during the tenancy in its entirety, whereby Tenant shall name the Landlord as an additional insured party and shall provide Landlord with a Certificate of Insurance. Tenant agrees to carry and will cause Tenant's subcontractors to carry workman's compensation and general liability insurance, personal and property damage insurance naming the Landlord as an additional insured party thereunder and shall provide Landlord with a Certificate of Insurance evidencing the same prior to commencement of the utilization of the Premises. All contracts and subcontracts shall expressly provide that Tenant or subcontractor shall hold Landlord harmless from and against any and all liability which may arise out of the work to be performed thereunder. If any mechanic's or other lien is filed against the Demised Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

8.2 *Indemnity*. Tenant shall indemnify and shall hold the Landlord harmless from and defend the Landlord against any and all claims, demands, liability, costs, losses or expenses (including attorney's fees and costs) for any injury or death to any person or damage to any property whatsoever arising out of any act or omission of the Tenant or his agents, employees, contractors, invitees, licensees, tenants or assignees unless said claims, demands, liability, costs, losses in expenses (including attorney's fees and costs) result from Landlord's negligence or failure to perform any of Landlord's obligations hereunder. In case any action or

proceeding is brought against the Landlord by reason of any such claims or liability, the Tenant agrees to cause such action or proceeding to be defended at its sole expense; provided, however, if the claim, demand or suit is a result of the active negligence of the Landlord and not a condition of the Premises for which Tenant has assumed responsibility then Tenant shall have no duty to defend the Landlord. The provisions of this Lease with respect to any claims or liabilities occurring or caused prior to any termination of this Lease shall survive such termination.

IX. DEFAULT

9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

(a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date thereof.

(b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.

(c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

(a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.

(b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the

Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

(c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of subparagraph 7.2(b) if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

9.3 *No Waiver*. No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

9.4 *No Election of Remedies*. The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.

9.5 *Insolvency or Bankruptcy*. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

X. MISCELLANEOUS PROVISIONS

10.1 *Addresses and Notices*. All notices or other communications required or desired to be given with respect to this Lease shall be in writing and shall be delivered by hand or by recognized national courier service to the Premises (if to Tenant) or the address hereinafter provided, or sent by certified mail, return receipt requested, bearing adequate postage and properly addressed as hereinafter provided. Each notice given by mail shall be deemed given and received on the date such notice shall have been postmarked by the U.S. Postal Service; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing, except that such notice of change of address shall be deemed to have been given only when actually received.

If to Landlord, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901

With Copy to:	Hilton Head Island Airport Attn: Jon Rembold, Airport Director 120 Beach City Road Hilton Head Island, SC 29926 Phone: 843-255-2952 jrembold@bcgov.net
If to Tenant, To:	Stoneworks, LLC _____ _____ Phone: 843-689-6980 Email: john@hiltonheadstone.com

10.2 *Quiet Enjoyment*. Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

10.3 *Parking.* Each Tenant and their guests, invitees and employees of Tenant shall have a non-exclusive access to all parking spaces contained within the common area.

10.4 *Entire Agreement*. This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the Parties affecting the Premises shall have any legal effect.

10.5 *Subordination and Attornment*. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, or other instrument in the nature thereof which may now or hereafter affect Landlord's fee title to the Premises and to any other instrument encumbering the fee title of the Premises and to any modifications, renewals, consolidations, extensions, or replacements thereof. In confirmation of such subordination, Tenant shall, upon demand, at any time or times, execute, acknowledge and deliver to Landlord or the holder of any such mortgage, or other instrument, without expense, any and all instruments that may be requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, or other instrument, and each such renewal, modification, consolidation, replacement, and extension thereof. If the holder of any mortgage, or other instrument encumbering the fee title of the Premises shall hereafter succeed to the rights of Landlord, whether through conveyance or judicial sale, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and Tenant, subject to all of the terms, covenants, and conditions of this Lease.

10.6 *Severability*. If any clause or provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Lease shall not be affected thereby, unless such invalidity is essential to the rights of both Parties in which event either Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other party.

10.7 *Captions*. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

10.8 *Successors and Assigns*. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.

10.9 *Applicable Law*. The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

10.10 *Authority*. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

10.11 *Time is of the Essence*. Time is of the essence of this Lease.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Lease to be executed on the date first written above.

LANDLORD:

_____ _____

Witness Eric Greenway
Interim Beaufort County Administrator

_____

Witness

TENANT:

_____ _____

Witness By: John Baltzegar, Owner

_____

Witness

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
Commercial Property Lease Agreement Update for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
MEETING NAME AND DATE:
Public Facilities Committee– April 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
This item was presented and approved by the Airports Board on April 16, 2020. This item was presented and approved by the County Council on April 27, 2020.
PROJECT / ITEM NARRATIVE:
This is one of the properties that has been acquired in support of the terminal and ramp expansion at the airport. Due to the complexity of the relocation effort for this tenant, the lease is being offered past the original move-out date but is being offered at a significantly reduced rate in recognition of the amount of effort that is required for this specific tenant's relocation and reestablishment.
FISCAL IMPACT:
Minor amount of forgone revenue, revenue that does not currently exist.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approval of the updated Lease Agreement for Stoneworks, LLC (Fiscal impact: Minor amount of forgone revenue, revenue that does not currently exist)
OPTIONS FOR COMMITTEE MOTION:
Motion to approve/deny the updated Commercial Property Lease Agreement for Stoneworks, LLC located at 28 Hunter Road, Hilton Head Island, SC 29926. ***Next step: If approved need Public Hearing at County Council Meeting –May 10, 2021***

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommendation of award for IFB #031021 HVAC and Control Energy Management System Replacement for the Detention Center ($1,548,125.00)

MEETING NAME AND DATE:

Public Facilities Committee – April 19, 2021

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator, Engineering

Mark Roseneau, Director, Facility Management

(5 minutes)

ITEM BACKGROUND:

On February 23, 2021, a solicitation was published for the HVAC and Control Energy Management System Replacement for the Detention Center. Three bids were received;

1. Triad Mechanical $1,548,125
2. Sig Cox $1,566,805
3. Mock Plumbing and Mech. $1,894,000

Triad is the lowest, most responsive bidder and is under the Engineers estimate of $1,600,00.

PROJECT / ITEM NARRATIVE:

The project consist of replacing the existing fifteen (15) rooftop air handling units located at the Beaufort County Detention Center and the project also includes replacing the buildings HVAC control and energy management system for connection to the County's central control and monitoring system.

FISCAL IMPACT:

Triad Mechanical's bid is a total of $1,548,125 to complete the project. The funding source for this project is account number 40120011-54424 with a balance of $1,575,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends award of IFB#031021 Detention Center HVAC and Control Energy Management System replacement to Triad Mechanical ($1,548,125)

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award IFB#031021 Detention Center HVAC and Control Energy Management System to Triad Mechanical.

Move forward to Council for approval on April 26, 2021.

RMF Engineering
Reliability. Efficiency. Integrity.

March 25, 2021

Beaufort County Purchasing Department
120 Shanklin Road
Beaufort, South Carolina

Attention: Mr. Mark Roseneau
Director of Facilities

Reference: Beaufort County – Detention Center RTU Replacement
Contractor Bid Recommendation

Dear Mr. Roseneau,

Sealed bids for the above referenced project were received and opened on March 10, 2021. All bids were below the project engineering estimate of $1,600,000.00.

The apparent low bidder on bid day was Triad Mechanical Contractors with a bid of $1,548,125.00.

RMF Engineering, Inc. therefore recommends that Beaufort County moves forward to contract with Triad Mechanical Contractors for the Detention Center RTU Replacement project.

We appreciate the opportunity to work with you on this project. Please contact me to discuss any questions or concerns.

Sincerely,
RMF ENGINEERING, INC.

Don Zimmerman III, PE, CEM
Associate

194 Seven Farms Dr., Suite G
Charleston, South Carolina 29492
OFFICE 843.971.9639
WEB rmf.com

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Project Name:	**HVAC and Control Energy Management System Replacement for Detention Center, Beaufort County**
Project Number:	31021
Project Budget:	
Bid Opening Date:	10-Mar-21
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Mock Plumbing and Mechanical	X	X	None	X		X	$1,894,000.00
Sig Cox	X	X	None	X	X	X	$1,566,805.00
Trane							Trane Submitted a no bid notice
Triad	X	X	None	X	X	X	$1,548,125.00

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Bid Recorder

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Lease Agreement for the Lobeco Library with the Beaufort County School District. ($1 for the term of the lease)

MEETING NAME AND DATE:

Public Facilities Committee-April 19, 2021

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator, Engineering

Thomas Keaveny, II, Deputy County Attorney (Alternate)

Mark Roseneau, Director, Facility Management

*(*5 Minutes)

ITEM BACKGROUND:

Beaufort County retains a lease with the Beaufort County School District for property on which sits both the Library and the Head Start Building. Lease will expire December 31, 2025. Head Start has a similar lease with the Beaufort County School District. The School District has asked to amend the lease to exclude the Head Start Building.

The Beaufort County School District has represented that such a lease with Head Start is necessary so that Head Start can apply and receive significant grant moneys.

PROJECT / ITEM NARRATIVE:

Amend the Lobeco Library Lease Agreement with the Beaufort County School District

FISCAL IMPACT:

N/A

STAFF RECOMMENDATIONS TO COUNCIL:

The following options:

1. Adding an addendum to the existing lease which expires in 2025 to exclude the Head Start Building from the lease; or
2. Entering into a new 25 year lease with Beaufort County so that the two leases run concurrent.

OPTIONS FOR COUNCIL MOTION:

Staff recommends to approve Option 1 or Option 2

(Move forward to Council for Approval on April 26, 2021)

946 3951

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

This Lease made this 23rd day of October, 2000, by and between BEAUFORT COUNTY SCHOOL DISTRICT, hereinafter called "Landlord", and BEAUFORT COUNTY, hereinafter called "Tenant".

W I T N E S S E T H :

Landlord leases to Tenant and Tenant rents from Landlord, for use by Beaufort County Library, certain real property located in Lobeco, Beaufort County, South Carolina, more fully described in Exhibit "A" attached hereto, on the following terms and conditions:

1. LEASE TERM: The term of this lease is for a period of twenty-five (25) years and commences on December 31, 2000, and terminates on December 31, 2025, and is, at the option of tenant, renewable for one (1) twenty-five (25) year term and thereafter renewable upon such terms as the parties may specifically agree.

CONSIDERATION: The consideration for the terms hereof shall be ONE AND NO/100 DOLLAR ($1.00).

2. OCCUPANCY AND USE: Tenant accepts the premises and all fixtures thereon in "as is" condition as of the date of the commencement of this lease. Tenant agrees to maintain the grounds and fixtures thereon in good order. Tenant and any sub-tenants' utilization and operation of the premises in any manner inconsistent with its library-related activities, or activities

which do not conform to its charter, shall remain subject to advance approval by the Landlord. Upon termination of this lease, Tenant agrees to surrender possession of the premises in as good condition and repair as when initially occupied.

3. TENANT RESPONSIBILITIES: The Tenant is to assume all financial responsibilities associated with utilities, maintenance, liability, repairs, improvements, upkeep, fire, windstorm, liability and other insurance, taxes and fees on the subject premises. It is the intent of this lease that any and all expenses whatsoever associated with the leased premises be paid by the Tenant during the term of this lease. It is specifically understood by the parties hereto that the Tenant assumes any and all responsibility and liability of whatever nature, to include dealing with potential asbestos presence, arising from whatever occurrence and does hold the Landlord absolutely harmless throughout the term hereof. Tenant further agrees to indemnify Landlord for any costs/expenses and damages incurred in defending itself as a result of Tenant's utilization of the premises.

4. INSURANCE: Tenant shall maintain liability insurance on the premises under its general liability policy and shall name the Landlord as an additional insured.

5. NOTICES: The Landlord will notify the Tenant in writing of any misuse or violation, of which it becomes aware, of the terms of this agreement. Tenant shall have thirty (30) days to correct

any misuse or violation, without cost to the Landlord. Failure to comply will result in immediate termination of the Lease. Notices shall be as to:

LANDLORD: Beaufort County School District
Attn: Director of Facilities and Maintenance
PO Drawer 309
Beaufort, SC 29901-0309

TENANT: _____
Attn: _____
_____
_____

6. ASSIGNMENT: All assignments or sub-lease(s) must be approved in advance by the Landlord or its designated agent. Any decision regarding approval or disapproval will be conveyed to Tenant within thirty (30) days of its request. No assignment or sub-lease of the property shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of the Landlord. No assignment or sub-lease shall release Tenant from the obligations of this Lease.

7. TENANT'S PERSONAL PROPERTY: If, upon the termination of this Lease or abandonment of the premises by Tenant, Tenant abandons or leaves any personal property on the premises, Landlord shall have the right, without notice to Tenant, to store or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the day and year first above-written

WITNESSES:

LANDLORD:

BEAUFORT COUNTY SCHOOL DISTRICT

By _____

Its: _____

TENANT:

By: _____

Its: _____

EXHIBIT 'A'

ALL that certain piece, parcel or tract of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 4 acres, more or less, bounded on the North by property now or formerly of Ford, on the East by the public right of way of U.S. Highway 21; on the south and west by lands now or formerly of Butler.

This being the same property conveyed to the Beaufort County School District by deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 41 at Page 755.

TAX REF: R700-37-5

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

APPROVAL OF REAPPOINTMENT

MEETING NAME AND DATE:

PUBLIC FACILITIES COMMITTEE MEETING
APRIL 19, 2021

PRESENTER INFORMATION:

COUNCIL CHAIRMAN RODMAN

ITEM BACKGROUND:

RECOMMENDATION TO REAPPOINT BRUCE KLINE TO CONSTRUCTION ADJUSTMENT AND APPEALS BOARD.
THIS BOARD IS USED ON AS-NEEDED BASIS.

4th TERM- DISTRICT 3
1st TERM- 2008
2nd TERM- 2011
3rd TERM- 2015
EXPIRES IN 2025

PROJECT / ITEM NARRATIVE:

CONSTRUCTION ADJUSTMENT AND APPEALS BOARD

FISCAL IMPACT:

N/A

STAFF RECOMMENDATIONS TO COUNCIL:

APPROVE, MODIFY OR REJECT

OPTIONS FOR COUNCIL MOTION:

MOTION TO (APPROVE, MODIFY, REJECT) RECOMMENDATION TO REAPPOINT BRUCE KLINE TO CONSTRUCTION ADJUSTMENT AND APPEALS BOARD TO MOVED FORWARD TO COUNTY COUNCIL FOR FINAL APPROVAL. THIS BOARD IS USED ON AS-NEEDED BASIS.

Vaughn, Tithanie

From: Bruce Kline <Chiefkline@staff.lishfd.org>
Sent: Wednesday, February 3, 2021 11:49 AM
To: Vaughn, Tithanie
Subject: Re: Construction Adjustment and Appeals Board

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Tithanie, yes I would like to continue.

Bruce Kline

On Feb 2, 2021, at 11:43 AM, Vaughn, Tithanie <tithanie.vaughn@bcgov.net> wrote:

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.
Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Good Morning,

You are currently on the Construction Adjustment and Appeals Board.
This board is used on a as needed basis. Do you wish to be removed from this board or continue to serve? You had expired in 2019 . If you wish to stay on board please fill out attached and send back.

Thank you,

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)
<image001.png>

<Letter of Intent.docx>

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

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STUART H. RODMAN

GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

March 12, 2015

Mr. Bruce A. Kline
10 Shade Tree Lane
Beaufort, SC 29907

Re: Reappointment to Construction Adjustments and Appeals Board

Dear Mr. Kline:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Construction Adjustments and Appeals Board.

This will be a four-year term reappointment, which expires February 2019, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Construction Adjustments and Appeals Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Andrew Corriveau, Board Chairman
Charles Atkinson, Board Administrator

COUNTY COUNCIL OF BEAUFORT COUNTY
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GARY T. KUBIC
COUNTY ADMINISTRATOR

KELLY J. GOLDEN
STAFF ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

June 25, 2008

Chief Bruce A. Kline
10 Shade Tree Lane
Lady's Island
Beaufort, SC 29907

Re: Appointment to the Construction Adjustments and Appeals Board

Dear Chief Kline:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Construction Adjustments and Appeals Board.

This will be a partial-term appointment, which expires February 2011 and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Construction Adjustments and Appeals Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Construction Adjustments and Appeals Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,

Wm. Weston J. Newton, Chairman

WWJN:amm
Attachments: Board Membership, Template Ordinance
cc: Andrew Corriveau, Chairman